



TENDER

FOR

CONSULTANCY SERVICES FOR COMPREHENSIVE
HYDROGRAPHIC AND NAVIGATIONAL STUDY IN KAKINADA
– VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH
OF NATIONAL WATERWAY - 4 (PHASE-II)

TENDER No. IWAI/NW-4/Study/Phase-II/2018

INLAND WATERWAYS AUTHORITY OF INDIA

MAY, 2018

DISCLAIMER

1. This RFP / Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this 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. IWAI 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 Works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm or any other person under any law (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. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this 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 a Bidder or to appoint the successful Bidder, as the case may be, for Works 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 Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of IWAI.

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SECTION-I: NOTICE INVITING E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301

Tel: (0120) 2522971

Email: ce@iwai.gov.in

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

NOTICE INVITING E-TENDER

a) Introduction:

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from the **reputed and registered Consultants / Companies / Firms** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)”

b) Critical Data sheet:

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> & IWAI's website “www.iwai.nic.in” and pay INR 5000 / - (Rupees Two Thousand only) as the cost of Tender Document deposited to IWAI Fund. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender Fee on submission of documents to the extent as per the Government of India rules.

Document Download Start Date	17-05-2018
Date of submission of pre-bid queries	28-05-2018
Pre-bid meeting	29-05-2018 at 1530 hrs
Bid Submission Last Date	19-06-2018 up to 1500 hrs
Bid Opening Date	20-06-2018 at 1530 hrs
Cost of Tender Document	INR 5,000/-

c) Scope of the work:

In brief, the scope of work for the appointed Consulting firm shall be preparing Report for improvement of navigability, depth and develop water transport facilities in Kakinada – Vijayawada – Rajahmundry - Polavaram stretch of National Waterway – 4

including detailed hydrographic survey. The detailed Terms of Reference (ToR)/scope of the work shall be as in the Section-VI of this document.

d) Method of Selection:

Bidder will be selected under Cost Based Selection (CBS) 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 - I

Inland Waterways Authority of India

A-13, Sector – 1,

Noida-201301

Tel: (0120) 2522971

Website: www.iwai.nic.in

Email: ce@iwai.gov.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.

**Chief Engineer-I
IWAI, Noida**

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland water-way vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India's global trade competitiveness.

2. Introduction

- 2.1 The Employer will select a construction firm / organization (the "Consultant") in accordance with the evaluation process and method of selection specified in Clause 15 & Clause 16.2, 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.
- 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.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

3. Bidder Eligibility Criteria

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

- 3.1 Bidder should be one among the renowned Consultancy organization those who are private entities, Government entities having proven competence, capacity and

- experience in preparing preliminary design and drawings, technical specifications, BoQ's, survey works and site investigations.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client 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 a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-Consultant, the bidder shall submit similar completion certificate awarded to it by the main Consultant and countersigned by the Employer / Client of the main Consultant.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. 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 as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5 Any entity which has been barred by the Central Government, any State Government, a Statutory Employer or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid submission, would not be eligible to submit the Bid.
- 3.6 The similar work experience of parent company / subsidiary / sister Company of the Bidder shall not be considered.
- 3.7 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. Declaration in this regard has been incorporated at S. No. 6 of Form 4G. However, hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or disqualification or non-compliance of order is brought to the knowledge of the Employer even during the currency of the contract brought forward at a later stage also.

3.8 The Bidder shall also indicate following:

3.8.1 The Bidder shall have adequate resources for successful execution of Consultancy works and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Section - III: Data Sheet.

3.8.2 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre-bid Meeting

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid meeting should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the 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 Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer 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.

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4J, Section IV.

5. Clarifications and Addendums

5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.

5.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment which would be published on the website and e-procurement portal:

(i) At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be available on

<https://eprocure.gov.in/eprocure/appand> & on IWAI's website "www.iwai.nic.in". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment/clarification which is posted on the above website from time to time. Declaration on the issue has been built up at S. No. 8 of Form 4G..

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the 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 All Bidders shall furnish EMD of the amounts as mentioned in Section III Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India rules.

EMD for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account:

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

6.1.2 Bids submitted without EMD shall be rejected as non-responsive.

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

6.1.4 The EMD of the unsuccessful bidders would be returned within seven days of issuance of Letter of Acceptance to the successful bidder.

6.1.5 The EMD of Technically unqualified bidders would be returned within seven days of opening of Price bid.

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

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) 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 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 work
- (vi) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
- (vii) In case the bidder fails to furnish the prescribed Performance Bank Guarantee within the prescribed period.
- (viii) In case of forfeiture of earnest money, as prescribed from (i) to (vii) above, the tenderer shall not be allowed to participate in the retendering process of the work.

6.2 Tender Fee

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

6.3 Bank Solvency

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

The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. **In case bidder does not adhere to this criterion,**

his bids shall be considered non-responsive and shall not be considered for further evaluation process.

6.4 Taxes

The Bidders shall fully familiarise themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

6.5 Currency

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

6.6 Language

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

6.7 Bid Validity

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

evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

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.

7. Conflict of Interest

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

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

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

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

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

7.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or termination of its Contract during execution of assignment.

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

8. Acknowledgement by Bidder

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

- 8.1 Made a complete and careful examination of the Tender for Consultancy Works;
- 8.2 Received all relevant information requested from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.

8.4 Updated itself about any amendments / clarifications that have been posted on the website in terms of Clause 5.2 above.

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

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

9. Guidelines for e-submission of the Bids

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

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

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

9.6 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 through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.

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 favourites' folder.
 - 9.12 From the favourite's folder, he selects the tender to view all the details indicated.
 - 9.13 It is construed that the bidder has read all the terms and conditions before submitting 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, 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 in person so as to reach to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer
 - 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 requirements of the Tender requirements.
 - 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 is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 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 Employer for a Tender or the relevant contact person indicated in the Tender.

9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of Bids

The Hard Copy of original instruments in respect of cost of Tender document and Earnest Money Deposit along with the complete Technical Bid document (except the Financial Bid), as enumerated below, must be delivered to the office of Chief Engineer – I on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee & EMD, against the submitted Bid shall automatically become ineligible and shall not be considered. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must be delivered to the office of Chief Engineer- I on or before Bid closing Date & Time.

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 or claim of exemption with supporting documents
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet or claim of exemption with supporting documents
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. 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 authorised representative.
- e. Statement of Legal Capacity as per Form 4J
- f. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- g. Scanned copy of Form of Tender (Form 4A)
- h. Scanned copy of a signed declaration by the bidders (Form 4G)
- i. Bidders Party Information Form (Form 4H)
- j. Composition / Ownership / Shareholding pattern of the organization

- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- l. Registration / incorporation certificate of the company / Firm.
- m. Integrity agreement in format given at Annexure-VI.
- n. Original RFP 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 GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- e. Form 4C of Section IV for Average Annual Turnover.
- f. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.

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 letter head for similar projects executed by the bidder in the last seven years. The submitted certificates shall comply with conditions laid in Clause 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form 4B of Section IV.
- 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 ongoing assignments as per Form - 4F of Section IV.
- d. Provide list of Litigation History.

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, and
- (ii) Detailed work plan
- (iii) Scanned copy of the list of experts / key personnel (Form - 4E) with brief CV's.

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

10.2 Cover - II: Financial Bid

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

- (i) This will contain fixed price contract rate to be charged for completing the work.
- (ii) While working out the price, following points should be noted:
 - (a) The Consultant will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel assigned to this project for visiting various offices, and other places for meetings, data collection, presentations, public consultation during field visit, secretarial staff, their salary, allowances, overhead expenditure etc.
 - (b) Consultancy fees quoted would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. that would be required to-be prepared and submitted by the consultants during entire course of the present assignment. Even after satisfactory submission of all above information / reports / NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Govt. and Non-Govt. Organization, PAPs or local people or parties, the consulting firm shall have to bear the cost to resolve such issues to the complete satisfaction of IWAI.
 - (c) All duties, taxes, royalties and other levies payable by the 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 GST which will be as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

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

10.4 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.

11. Extension of Bid submission date

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

12. Late Proposals

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

13. Liability of the employer

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under Clause 9 of ITB, have 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 tender once submitted may be modified, substituted or withdrawn by the bidders before the last date of bid through e-procurement mode as mentioned in NIT in this tender document.

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 on any matter related to its Technical and / or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

-
- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the RFP, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.
- 15.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids 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 above;
- 15.4.2 It is accompanied by Tender Fee & Earnest Money Deposit' as specified in Clause 6.1 & 6.2 above;
- 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 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.
- 15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

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

16. Qualification Criteria and Bid evaluation

16.1 Qualification criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.4 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

16.1.1 Qualification criteria

The Bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar works each costing not less than the amount equal to 40% of the estimated cost of this work, or
- b) 2 similar works each costing not less than the amount equal to 50% of the estimated cost of this work, or
- c) 1 similar work costing not less than the amount equal to 80% of the estimated cost of this work

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

For this purpose, the “Similar Works” means preparation of Techno – Economic feasibility study/Detailed Project Report for development of navigation channel including hydrographic survey, river training works, development of water transport facilities and development of Ports, River terminals, IWT terminals, logistics hub etc.

16.1.2 Qualification criteria for Average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17

At-least 100% of the estimated cost of this work to qualify for this stretch

16.1.3 Qualification Criteria for Work Plan and Methodology Statement

- i. The Bidder shall submit the work plan indicating the schedule in bar chart format and approach to work.
- ii. The Bidder shall submit the detailed methodology to be adopted for preparation of navigability report, hydrographic survey and other relevant requisites to be covered as per the scope of work.

16.1.4 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 Bid evaluation

16.2.1 The Bids shall be evaluated based on the criteria mentioned in Clause 16.1 of ITB. In case a bidder fails to meet the above-mentioned qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened.

16.2.2 A responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document and terms and conditions defined therein.

16.2.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

16.2.4 The lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ of Section V. For avoidance of doubt it is clarified that bidder who has quoted the lowest in BoQ shall be considered for award.

16.2.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and/or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid.

17. Award of Contract

17.1 The Employer shall issue a Letter of Acceptance 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 / pre-conditions mentioned in the Standard Form of Contract in Section VII, including submission of security deposit & performance bank guarantee, within 21 days of issuance of the Letter of Acceptance.

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. Ownership of Document and Copyright

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

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

19. Insurance

19.1 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-Consultants also. Client shall not be responsible for any such events or effects thereof. A statement to this effect may be submitted with the offer.

20. Indemnity

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

21. Fraud and Corrupt Practices

21.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender for Consultancy, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it

determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alia, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder's Proposal.

- 21.2 Without prejudice to the rights of the Employer under Clause 19 (Insurance) hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

SECTION - III: DATA SHEET

DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)
3.	2.1	Method of Selection	Cost Based Selection-L1
4.	2.3	Date & time and address for submission of Bid	Date : 19-06-2018 Time : Latest by 1500Hrs (IST) Submission: online submission Address: Chief Engineer-I Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4.0	A pre-Bid meeting will be held on	Date : 29-05-2018 Time : 1530hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
6.	5.1	Last date for seeking clarifications	Date : 28-05-2018 Email Id: ce@iwai.gov.in
7.	6.1	EMD	INR 1.44 Lakhs
8.	6.2	Tender Fee	INR 5000/- Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account i) Name of Bank Account: IWAI Fund ii) Bank Name and Address: Syndicate Bank, Transport Bhawan, N. Delhi iii) Bank Account number: 90622150000086 iv) IFSC: SYNB0009062
9.	-	Estimated Cost	INR 72 Lakhs (Inclusive of GST)
10.	6.3	Bank Solvency	40% of the estimated cost of this work
11.	16.1.2	Average Annual Turnover	100% of the estimated cost of this work

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
12.	6.7	Bid Validity	120 days from the last date of Bid Submission
13.	3.3	Similar Works	As defined in Clause 16.1.1 of ITB
14.	6.9	JV / consortium allowed	No
15.	3.7	The estimated number of Key Personnel Required	As per Form: 4E
16.	-	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 (for authorized representative of the bidder)
			FORM 4E: List of Key Personnel
			FORM 4F: List of Ongoing assignments
			FORM 4G: Declaration by the Bidders
			FORM 4H: Bidders Information Form
			FORM 4I: Format for pre-bid queries
			FORM 4J: Statement of Legal Capacity
17.	15.3	Bid Opening date	Date : 20-06-2018 Time : 1530hrs
18.	10.3	Consultancy Period	6 Months from the date of issuance of LOA
19.	18.3	Location of Assignment	Kakinada Canal, Eluru Canal and Rajahmundry- Polavaram Stretch of River Godavari
20.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
21.	-	Make in India	As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: FORM OF TENDER

To

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

Sub: Tender for CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)

Sir,

1. Having examined the information and instructions for submission of tender, Standard form of Contract, Technical, General and Detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said standard form of contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT in IWAI Account as per the details given therein:

S. No.	RTGS / NEFT		Bank Guarantee		Total EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	
1					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.** Any such discovery by IWAI at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

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

(Name and address of firm)

M/s

Telephone no's.....FAX No.....

**FORM 4B: Eligible Projects
Format for Responsiveness of Bid (Eligible Projects) Project Specific
Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]

“Similar Works¹” have been defined in Clause 16.1.1

S. No.	Client Name ² , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work).	Remarks
		Financial ³ value of similar work satisfactorily completed					

Firm's Name :

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

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

³ Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

Authorized Signature :

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

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

FORM 4C: AVERAGE ANNUAL TURNOVER OF BIDDER

Sl. No.	Financial Years	Average Annual Turnover of Bidder (INR) in Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
Average Annual Turnover		<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

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

Name of Authorized Signatory**Designation:****Name of Firm:****(Signature of the Statutory Auditor Seal of the Firm)****Note:**

- In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
- This Form shall be submitted on the letter head of the CA / Statutory Auditor

FORM 4D: POWER OF ATTORNEY
(for authorized representative of the bidder)

(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms.son / daughter / wife and presently residing at who is presently employed with / retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)**. The selection of Consultant for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF....., 20**

For ...

(Signature, Name, Designation and Address)

Witnesses:

1.....

2.

Accepted

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder 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 Bidder.*
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 Bidders 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: List of Key Personnel

Sr. No.	Position / Role	No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Note:

1. The Bidder shall propose the key personal required for works as per the scope defined in the Tender Document.
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior approval from EIC.

FORM 4F: LIST OF ONGOING ASSIGNMENTS

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including similar works	Value of contract	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

FORM 4G: DECLARATION BY THE BIDDERS

To,

Date:.....

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

Kind Attention: Chief Engineer – I

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"/>	I/We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	<input type="checkbox"/>	I/We accept the payment terms of clause 8.1 of Terms of Reference.
4.	<input type="checkbox"/>	I/We provide our acceptance to all Tender Terms and Conditions.
5.	<input type="checkbox"/>	Acknowledgment by Bidder as per Clause 8 of ITB
6.	<input type="checkbox"/>	I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
7.	<input type="checkbox"/>	I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
8.	<input type="checkbox"/>	I/We agree to disqualify us from this tender and black list us for tendering in IWA I projects in future, if it comes to the notice of IWA I that the documents/submissions made by me/us are not genuine
9.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

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

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

FORM 4H: BIDDERS INFORMATION FORM

Bidder name:

[insert full name]

Bidder's Party name:

[insert full name]

Bidder's Party country of registration:

[indicate country of registration]

Bidder's year of constitution:

[indicate year of constitution]

Bidder's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Bidder's authorized representative information

Name: *[insert full name]*Address: *[insert street/ number/ town or city/ country]*Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above
- In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

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

FORM 4I: FORMAT FOR PRE BID QUERIES BY BIDDERS
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section No. Clause, Sub Clause No and Page No.	Tender clause	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

FORM 4J: STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

Chief Engineer - I
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the tender document.

We have agreed that *(insert individual's name)* will act as our representative and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions / representations of the Authorized Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

SECTION - V: FINANCIAL BID STANDARD FORMS

Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the services for the Assignment/Job for *[Insert title of Assignment/Job]* in accordance with your Request for Bid dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies) excluding GST *[Insert amount(s) in words and figures]*. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

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

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

We remain,

Yours sincerely,

Authorized Signature *[In Full and initials]:*

Name and Title of Signatory :

Name of Firm :

FORM FIN – 2: Summary of Cost – BOQ

Sr. No.	Particulars	Unit	Quantity	Basic Rate (in RS)	Amount (In Rs)
A.	CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)	LKM	1800		
B.	GST	LKM	1800		
	Grand Total				

NOTES: 1. Breakup of Project cost to the possible extent including taxes to be provided.

2. During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

Authorized Signatory

Name :
Designation :
Name of Firm :
Address :

SECTION-VI: TERMS OF REFERENCE (ToR)

1. Brief about Project

IWAI intends to explore the feasibility of National Waterway-4 from Kakinada to Rajahmundry stretch of Kakinada Canal (50 Km), Rajahmundry to Vijayawada Stretch of Eluru Canal (139 Km) and Rajahmundry to Polavaram stretch of River Godavari (44 Km) of NW-4 (Phase-II), for round the year commercial navigation and development of water transport facilities. In this regard, IWAI desires to engage a Consultant ("Consultant") for conducting detailed Hydrographic survey and preparation of navigability report which would include technical, economic and financial feasibility for navigability in Phase-II of NW-4. The Consultant is required to submit the recommendations for the possibility of composite and integrated development of National Waterway-4 (Phase-II).

2. Objective

The objective of the contract is to conduct detailed Hydrographic Survey and prepare navigability report for Kakinada Canal (50 Km) from Kakinada to Rajahmundry, Eluru Canal (139 Km) from Rajahmundry to Vijayawada and Rajahmundry to Polavaram Stretch of Godavari River (44 Kms) of National Waterway No. 4 (Phase – II), for the possibility of composite and integrated development of National Waterway-4 (Phase-II).

3. Detailed Scope of Work

Scope of Work under the Contract shall include but shall not be limited to following:

- 3.1. The Scope of work shall cover all technical aspects of hydrographic survey at par with International Standards including the following for development of the river/canal for inland navigation:-

The detailed hydrographic survey is to be carried out by using Automated Hydrographic Survey System (using digital Echo sounder for depth measurement, DGPS Beacons Receivers for position fixing and Hypackmax or equivalent software for data logging). The survey is to be conducted in WGS'84 datum.

The horizontal control is to be made from either one of the following methods:-

- i. Transfer of positions from GTS Bench Marks or position established at bridges, barrages, Railway Stations etc.
- ii. Using RTK GPS with minimum 24 hours observations at some permanent platform/base.
- iii. DGPS receiving direct Satellite corrections or receiving DGPS corrections from Beacons.
- iv. IWAI is already having permanent Bench Mark Pillar in the above mentioned stretch, and that can further be used for fixing of positions.

The vertical control is to be established with respect to the chart datum / sounding datum from the following methods:-

- i. Chart datum/ sounding datum already established by Port Authorities, Central Water Commission/ State Irrigation Department and at their gauge stations along the river/canal.
- ii. Standard method shall be adopted for transfer of datum in rivers/canals. For tidal reaches standard transfer of datum as per Admiralty Manual shall be adopted.
- iii. IWAI is already having permanent Bench Mark Pillars at above mentioned stretch and that can further be used for fixing of datum.

Other Terms of Reference for the survey work shall be as given below: -

3.2. BENCH MARK PILLARS

Collect details of existing benchmark pillars from IWAI. Construct additional Bench Mark Pillars of dimension 0.3m x 0.3m x 1.5m (0.6m above GL) RCC pillar with 6mm thick 50mm dia GI pipe inserted (as per construction drawing of Survey Pillar in Annexure-VII), at every 10km interval wherever existing pillar is damaged or lost. Detailed description of the bench mark along with its position and value to be given in the report for future recovery.

3.3. WATER LEVEL GAUGES

- 3.3.1. Water level gauges are to be erected at every 10 km interval along the canal/river & CD. Water level gauges are to be installed temporarily during the survey period. Readings are to be taken at 1 hr interval for 12 hours (6 AM to 6 PM) or for the entire period of survey. The gauges are to be connected to a nearest Bench Mark by levelling and its datum value shall be established w.r.to MSL
- 3.3.2. At least 2 gauges (one U/s and one D/s at 10 Km apart) shall be read simultaneously and soundings to be carried out within the gauge stations. Soundings are to be reduced for datum of a gauge for 5km length of the canal/river on both side of a gauge.

3.4. BATHYMETRIC AND TOPOGRAPHICAL SURVEY

- 3.4.1. Bathymetric and Topographical survey in Eluru Canal and Kakinada Canal is to be conducted for 120m wide corridor, to assess the extent of land acquisition required for 120m wide corridor (120m wide corridor includes width of the canal). Permanent structures located within this corridor are also required to be indicated on the report & charts.
- 3.4.2. Cross-section sounding lines are to be run from bank to bank at 50m interval in Eluru and Kakinada Canal and at 100m interval in stretch of Godavari River, to identify the navigable channel.
- 3.4.3. Continuous soundings are to be taken by running the sounding boat at constant speed on the cross-section so as to get smooth contours. Intermediate line is to be run at bends, if the line spacing is more than the specified above.
- 3.4.4. For cross-sectional bathymetric survey more than 80m in Eluru and Kakinada canal, spot levels at 50m line spacing x 20m length grid, on both banks should be taken. If Island or sandchur exist in the middle of the canal, spot levels on the same spacing should also be taken and indicated in the charts along the same cross-section line.

- 3.4.5. If bathymetry cross-section is limited up to 80 mts width in Eluru and Kakinada canal, then Consultant has to cover 120m corridor including spot levels in 50m line spacing x 20m length of canal (50m x 20m grid) on both banks.
- 3.4.6. If bathymetry cross-sectional is limited up to 20 mts width in Eluru and Kakinada canal, then Consultant has to run three (03) nos. longitudinal lines. One in centre and one each at equal interval (near the edges of water).
- 3.4.7. If bathymetry cross-sectional is limited up to 10 mts width in Eluru and Kakinada canal, then Consultant has to run one (01) no. longitudinal line at centre only. No payment will be made for running longitudinal lines other than above.
- 3.4.8. **For Eluru and Kakinada Canal:** Spot levels at 50m x 20m grid are to be taken on both banks of the canals beyond water line for 120 m corridor (120m corridor includes canal width, where canal width is less than 100m). Spot levels at 50m x 20m grid are to also be taken on both banks for wider portions where width is more than 120m.
- 3.4.9. **For Godavari river:** Spot levels at 100m line spacing x 25m grid are to be taken on both banks of the river beyond water line up to 50m after high bank on both the banks. If Island or sandchur exist in the middle of the river, spot levels on the same spacing should also be taken and indicated in the charts along the same cross-section line.
- 3.4.10. Surveys in non-approachable areas are to be informed by the Consultant and joint inspection (Consultant's representative & Engineer-In-Charge or his representative) will be held to confirm the non-approachable areas.
- 3.4.11. The survey area consists of canal sections, rivers, sea openings of different dimensions. Hence, a standard width cannot be specified. Bidder has to inspect the area to be surveyed and satisfy themselves with respect to site conditions before submission of bid. Line km in the BOQ caters both bathymetric & spot levels. However, variation in quantity is $\pm 20\%$.**
- 3.4.12. The soundings are to be reduced to the chart datum/ sounding datum established at every gauge stations.

3.5. CURRENT VELOCITY AND DISCHARGE MEASUREMENT

- 3.5.1. The current velocity and discharge at every 10 km interval shall be observed once in a day during the survey period. Current velocity and discharge at every 10 km interval are to be measured only once at different depths while carrying out survey in that region.
- 3.5.2. Current meter measurement should be taken at depth surface, 0.5d, 0.3d and d (d-measured depth of water) & values indicated in the report along with position.
- 3.5.3. Measurements at different depths may be taken by single equipment over three different time spans.
- 3.5.4. Measurement of current velocity at different depth is to be measured for at least 15 minutes or as per listed calibration period of the equipment, under use for this project.
- 3.5.5. Current velocity and discharge can also be measured with the help of ADCP during survey, at every 10km interval.

3.6. WATER AND BOTTOM SAMPLES

Water and bottom samples are to be collected from the deepest route at every 10 km interval and are to be tested and the results/characteristics of the soil and the water are to be incorporated in the report. Soil sample can be collected by a grab and water sample at depth surface, 0.5d, 0.3d & d (d-measured depth of water) by any approved systems. The following tests are to be carried out for Bottom samples:-

- i) Grain size distribution
- ii) Specific gravity,
- iii) PH value
- iv) Cu, Cc
- v) Clay silt%
- vi) Sediment concentration for Water Samples

3.7. SURVEY CHART AND REPORT PREPARATION

- 3.7.1. The survey chart is to be prepared on a scale of 1:1000 for canal and of 1: 5000 for rivers.
- 3.7.2. Contours of 0m, 1m, 1.8m, 3 m, 5m and 10 m are to be indicated on the charts.
- 3.7.3. Reduced spot levels w.r.to MSL to be indicted on the charts. Spot level values are to be given w.r.t. Mean Sea Level (MSL) & Soundings w.r.t. Chart Datum / Sounding Datum. A separate file (xyz) (soft copy only) is also to be created for spot levels w.r.t. Chart Datum / Sounding Datum for dredging calculation purpose.
- 3.7.4. On completion of the cross-sections, dredge channel is to be identified/ established by linking deepest soundings on the cross-sections. Dredging quantity is to be estimated for developing a navigational channel of dimension of 40 m x 2.2 m for Godavari River with side slope of 1:5 and 40 m x 2.2 m for Eluru and Kakinada Canal, with side slope of 1:2, w.r.t. chart datum/sounding datum.
- 3.7.5. Dredging quantity is to be indicated in the report for per km length of the canal/river.
- 3.7.6. Minimum & maximum reduced depth and length of shoal for per km length of the canal/river is also to be indicated in the report.
- 3.7.7. Current meter measurement values shall be indicated in the report along with position.
- 3.7.8. The results/characteristics of the soil and the water are to be incorporated in the report.
- 3.7.9. Photographs of the prominent features are to be taken and included in the report along with its position.
- 3.7.10. Shallow patches /shoal and submerged sand-chur having less than 1.0 m depth, rocky outcrops, rapids and other navigational impediments are to be indicated on the charts.
- 3.7.11. Permanent structures located within this corridor are also required to be indicated.
- 3.7.12. All prominent shore features (locks, bridges, aqueducts, survey pillars if available etc) and other conspicuous objects are to be fixed and indicated on the chart and included in the report.

- 3.7.13. Identify cross structures which are obstructing navigation.
- 3.7.14. Details (horizontal and vertical clearances above High Flood Level in non-tidal area and High Tide Level in tidal area) of bridges, aqueducts, electric lines, telephone lines, pipelines, cables en-route are to be collected and indicated on the chart and also included in the report along with their co-ordinates and location.
- 3.7.15. A brief write up on condition of the locks (if available) are also to be included in the report.
- 3.7.16. Details of water intake/ structures are to be collected and shown on the charts and include in the report.
- 3.7.17. Availability of berthing place, existing jetty, ferry ghats, approach roads etc. are to be indicated on the charts and include in the report.
- 3.7.18. Conditions of the banks, whether protected or unprotected shall be indicated on the chart and include in the report. Estimate the length of bank protection required.
- 3.7.19. The chart shall also be suitably updated with prominent land features from the Topo-sheets/site.
- 3.7.20. After processing of data in all respect and after preparation of charts, Consultant has to prepare the navigability report of waterway in respect of availability of depths, cargo available in the stretch, dredging quantity required etc. Navigability report of waterway would be part of the draft and final report.
- (i) Consultant has to collect the details of available Industries along the waterway, type of production in these industries, ferry services, type of crop along the waterway, previous history of movement of cargo in the waterway etc. Above is to be collected after discussion with local village people while surveying, construction of BM pillars etc.
- (ii) Report shall be based on availability of depths in the STRETCHES, dredging quantity required, cost of Land acquisition, scope of Tourism facilities, navigational clearances of Cross-structures, navigational impediments, cost required for modification of cross structure, Structural details & modifications/ reconstruction, Cargo details, cost implications for modifications etc for Class III Waterway.

3.8. DATA SUBMISSION

- 3.8.1. All raw data and processed data of Automatic Hydrographic Survey System are required to be submitted along with bills and reports.
- 3.8.2. All surveyed field data including levelling data (csv file)
- 3.8.3. All position data of ground features, waterway structures are to be submitted in both hard copies and soft copies.
- 3.8.4. Two copies of the draft survey chart and report (hard & soft copies both)
- 3.8.5. Four copies of the final survey charts & reports (hard & soft copies both)
- 3.8.6. The soundings are to be reduced to the chart datum/ sounding datum established at every gauge stations. However, soft copy of the PROJECT data (RAW, EDIT, SORT, TIDE and Contours) are to be submitted with un-reduced and reduced soundings.

Further, out of two sets of draft survey charts and four sets of final survey charts (both soft & hard copy), one set is to be submitted with un-reduced soundings.

4. Equipment Details

4.1. Consultant to mobilize the required survey vessels / boat and equipment at survey site, required for carrying out bathymetric survey as per ToR, such as:

- i. Suitable survey VESSEL / boat with minimum draft.
- ii. The Digital echo sounders with necessary spares and consumables.
- iii. Survey instruments such as DGPS receiver (any company DGPS with sub-meter accuracy), Computer compatible & loaded with suitable Hydrographic Survey Software like HYPACK MAX or equivalent Software, Plotters, Total Stations (1mm accuracy) and levels for establishing proper ground control. The Automatic Hydrographic survey system should have on-line & off-line processing/recording facilities.
- iv. Suitable current meters for current observations
- v. Qualified team of surveyors and other supporting staff. Land Survey team: Minimum qualification - ITI (survey) / Diploma in Civil / SR-II (Survey Recorder Grade-II, Indian Navy). Bathymetric Survey: Minimum qualification - Diploma in Civil with 3 years Hydrographic survey experience or SR-II.

4.2. SPECIFICATIONS

4.2.1. Vessels / Boat

Consultant is free to deploy any vessel / boat suitable for bathymetric surveys, subject to safety of personnel & equipment. It is advisable to use inflatable boat for shallow depths.

4.2.2. Echo Sounder

- a) Can be a single/dual frequency type standard dry/thermal paper recording system with a range up to 60 mtr and sufficient resolution.
- b) The Consultant should provide adequate backup power, spares and recording papers and other consumables for uninterrupted survey operations.
- c) Digital echo sounder with recording paper roll (for Bar Check only) is required to be used. Bar check is to be carried out before start and end of survey. Necessary corrections in soundings are to be applied, if any.

4.2.3. Position Fixing

The position fixing should be done by using differential global positioning system not less than 12 channel receivers for sub-metre accuracy.

4.2.4. Shore Survey Equipment

Land survey party should be equipped with land survey equipment like theodolite, Auto levels, Total Station with required accuracy standard for Horizontal and Vertical Control.

4.2.5. Current Meter

Consultant may use either Acoustic based (ADCP) or Impeller based Current Meter.

Calibration certificate - From any certified agency like CWPRS, Pune or OEM test certificate would suffice.

4.2.6. Computer and Hydrography Survey Software

Suitable computer compatible & loaded with the automatic hydrographic survey software like HYPACK MAX or equivalent software is to be used for the survey purpose. All other computer Peripherals like colour Plotter, Printer etc. to be used for generating out puts.

Consultant may use Hydaspro / HypackMax or equivalent software. However, data is to be submitted to IWAI in HypackMax format (RAW data, Edit data, Sort data, planned lines, etc.). Drawings are to be submitted in DWG format of AutoCAD.

5. Time schedule

Total period of this 'Consultancy Services' shall be 6 months from the date of issuance of Letter of Award (LOA) by Employer / IWAI. 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 time schedule of execution of the entire assignment will be as follows:-

Sl. No.	Activities	Time Schedule from LOA
1.	Mobilization of Equipment and Manpower and Commencement of Work	15 Days
2.	Completion of Actual Field Survey work and submission of Digital Data	4 Months
3.	Submission and acceptance of two copies of the Draft Survey Charts and Draft Navigability Report (Hard and Soft Copies Both)	5 Months
4.	Presentation on draft final survey charts and draft final Navigability report after incorporating the remarks suggested by employer on draft survey charts and draft navigability report	5.5 Months
5.	Submission and acceptance of four copies of Final survey charts and Navigability Report after incorporating comments and modifications suggested by IWAI on draft charts and draft Navigability Report	6 Months

6. PROGRESS OF WORKS

Progress report is required to be submitted before 5th calendar day of every month clearly indicating the following; -

- i) General site location map.
- ii) Area covered and details of activities carried out
- iii) Details of instruments/vessel used
- iv) Co-ordinates & descriptions of reference control points used for the surveys.
- v) Reference B.M. used.
- vi) Brief descriptions of waterways indicating status of minimum depth available.
- vii) All surveyed field data
- viii) Any destructions / hindrance for development of waterways
- ix) Any other information relevant for waterway development for navigation.

7. FINAL REPORTS

The draft report shall be submitted on completion of field survey. After getting the comments of IWAI, the final report will be presented including the description of equipment used, methodology survey accuracy checks etc., as per the TOR.

8. Payment Terms

8.1. The payment (Form Fin – 2: Summary of Costs – BoQ) will be made on submission and acceptance of reports and as per the table below:

Sl. No.	Deliverables	Payment
1.	On completion of 100% field work and on submission & acceptance of digital data	50% of the amount after multiplying accepted quantity* (line km) x awarded unit rate per line km
2.	On submission and acceptance of preliminary charts, reports and Draft Navigability Report	25% of the amount after multiplying accepted total quantity (line km) x awarded unit rate per line km
3.	On submission and acceptance of Final charts, reports and Final Navigability Report duly incorporating all the remarks suggested by employer	25% of the amount after multiplying accepted total quantity (line km) x awarded unit rate per line km

*Payment shall be made on the actual LKM derived after completion of field survey, by multiplying actual LKM with awarded unit rate quoted by the bidder.

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

8.3. After submission of report, the same shall be accepted within the period specified in Clause 5 of ToR if everything in report is ok. Otherwise, IWAI shall intimate about the deficiency for rectifications and modification. Only submission of report is not eligibility for payment release.

9. MISCELLANEOUS

- 9.1. The Consultant will study the requirements of the survey operations as explained in earlier sections and will take total responsibility for mobilizing all the survey equipment, vessels and the requisite personal and complete the surveys as required within the stipulated time.
- 9.2. In order to avoid serious time lag between field survey and submission of final survey charts/drawing the Consultant is expected to setup a base office at a suitable location where periodically the field data collected are brought and plotting works are carried out. This is also expected to help the Consultant to fulfil the gaps in information before finalization.
- 9.3. The Consultant will provide free access to the Engineer - in charge or his representative(s) who will inspect and verify the data during the field work stage itself. Any correction pointed out should be carried out and information's as required should be provided without any undue delay. These contracts do not provide for any down time of equipment or boat; hence the Consultant should insure that these are avoided if not kept at minimum. The Consultant has to arrange transport vehicle, boat for Engineer-in-Charge / representative during their visit at site.
- 9.4. IWAI will not accept any liability towards loss damage of any equipment vessel/survey equipment or any other type of loss, during the course of execution of contract. The Consultant shall be responsible for paying all wharfage or other local charges.
- 9.5. Details of Bench Marks, Satellite Imageries, Topo-sheets, previous available. Reports/data will be supplied by IWAI, with required undertaking. An introductory letter will be issued by IWAI to the successful bidder for collecting other information from State / Central Government.
- 9.6. The prices shall include all the taxes, levies cess, octroi, excise, GST or any other local or central taxes as applicable/ charged by Center or State Government. No extra in this regard shall be paid.
- 9.7. No forms regarding GST, trade tax or any other exemption, etc. will be supplied by IWAI. However, department would assist to the Consultant for arranging these documents at Consultants cost by writing to the concerned authorities only. Supply or arrangement of these forms, if required, shall be responsibility of the Consultant.
- 9.8. All arrangements for establishment, watch & ward of stores and security of sites, permits, license, appropriate vehicles for transportation, handling, etc. shall have to be made by the Consultant at his own cost and nothing extra on this account shall be paid.
- 9.9. In case of any obstruction in conducting the survey in the awarded stretch during the contract period, due to any Atomic/ Thermal Power Plant etc., IWAI will issue introductory letter. Consultant will provide contact details of such authorities, photo ID of survey personnel to be deployed in such area.
- 9.10. The following are the stipulated milestones for this work. Failure to complete the milestones in stipulated time shall attract Liquidated Damages in terms of Clause 2.8 of Section VII.

Milestones	Deliverables	Duration from LOA
1.	On completion of 100% field work and on submission of digital data	4 Months
2.	On submission and acceptance of preliminary charts, reports and Draft navigability Report	5 Months
3.	On submission and acceptance of Final charts, reports and Final Navigability Report	6 Months

SECTION - VII: STANDARD FORMS 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 Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant 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)
- 1.1.3 **“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract.
- 1.1.4 **“Contract/Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures / Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.
- 1.1.5 **“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids.
- 1.1.6 **“NIT”** means the notice inviting e-tender that is being sent by the Employer to the bidders.
- 1.1.7 **“TIA”** means the Tender Inviting Authority
- 1.1.8 **“Assignment/Job”** means the work / services to be performed / provided by the Consultant pursuant to this Contract.
- 1.1.9 **“GCC”** means General Conditions of Contract.
- 1.1.10 **“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.
- 1.1.11 **“Applicable Laws”** means the laws and any other instruments having the force of laws in India as may be issued and in force from time to time.
- 1.1.12 **“Approved”** means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.
- 1.1.13 The word **“tender”** is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 **“Employer’s Representative(s)”** means the Representative(s) appointed by the Employer.
- 1.1.15 **“Bidder”** means a private company / public company / partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 **“INR”**, Re. or Rs. means Indian Rupees.
- 1.1.17 **“Key Personnel”** means professionals staff provided by the Consultant

1.1.18 **“Party”** means the Employer or the Consultant, as the case may be, and Parties means both of them.

1.1.19 **“Support Personnel”** means the staffs that support the Key Personnel.

1.1.20 **“Third Party”** means any person or entity representing other than the Employer, the Consultant

1.1.21 **“Bid”** means the Technical and Financial Bids as mentioned under this tender.

1.1.22 **“Terms of Reference” (ToR)** means the document included as under Section VI which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment / job.

1.1.23 **“Contract sum”** means the agreed and accepted Consultancy Fee as per the Letter of Acceptance (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.

1.1.24 **“Chairperson/Chairman”** means Chairperson/Chairman of Inland Waterways Authority of India.

1.1.25 **“Chief Engineer”** means the Chief Engineer, IWAI deputed for the projects under Employer.

1.1.26 **“Work Order”** means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

1.1.27 **“Day”** means a calendar day beginning and ending at mid-night.

1.1.28 **“Week”** means seven consecutive calendar days

1.1.29 **“Month”** means the one Calendar month.

1.1.30 **“Consultancy Services”** means Consultancy Services/Works to be executed in accordance with the contract.

1.2 **Marginal Headings:**

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

1.3 **Interpretation**

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

- i. The parties to the contract are the Consultant and the Employer.

ii. **Representatives of the consultant signing the contract on behalf of the consultant:**

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

iii. **Address of the Consultant and Notices and Communications on behalf of the Employer**

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

Chief Engineer-I

Inland Waterways Authority of India

A - 13, Sector – 1,

Noida - 201301

Tel: (0120) 2522971

Website: www.iwai.nic.in

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

Any communication or notice on behalf of the Employer, in relation to the contract may be issued to the Consultant by the Employer, and such communications and notices may be served on the Consultant either by fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the Employer.

e) **POWER OF THE CHAIRPERSON:**

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

1.4 CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:

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

- i) Consultants are advised to understand & appraise themselves 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 IWAI on Rs.100/- stamp paper (non-judicial) within 28 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the Consultant.
- iii) The acceptance of tender shall rest with the IWAI. IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, split up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of conditions of contract shall be brought to the notice of the Consultant and he shall be given an opportunity to explain the fact, but the IWAI has right to withdraw in full or part of the work of the Consultant. In such event, payment shall be regulated as per Clause 2.9.4 below.
- vi) The Consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the Consultant will remain valid for 120 days & extended period (if any) after the last date of bid submission.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons not attributable to the Consultant. The Consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The Consultant shall not change the nature and level of technical experts as well as other staff indicated in the Bid.
- xiii) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xiv) The Consultant shall observe all care & diligence in drafting the Act existing into consideration the similar Act of developed countries, prevailing condition / status of IWT sector in the country, 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.
- xv) The Consultant shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the Consultant of such termination in writing. The Consultant in such case shall have no right to claim for compensation for any harm due to this

termination. However, the Consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.

- xvi) The Consultant shall make their own arrangements for the transport, accommodation, TA / DA of their personnel assigned to this consultancy work, visiting IWAI offices / offices of the classification society, statutory Authorities, stake holders including State / Central Govt. Dept. as may be required in connection with this consultancy work, attending discussions / meeting/ presentations etc. with concerned authorities.
- xvii) 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 etc. which would be required to be prepared by the Consultant during the course of the assignment.
- xviii) In the event of Consultant's firm closing its business, IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be regulated as per Clause 2.9.4 below. In this regard, decision of Chairperson, IWAI shall be final and binding on the Consultant.

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

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

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

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

2.4 **Force Majeure**

2.4.1 **Definition**

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

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

2.4.2 **Measures to be taken:**

a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure

b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.

c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

d. During the period of their inability to perform the services as a result of an event of force majeure, the Consultant, upon instructions by the Employer shall either:

- i. Demobilize
- ii. Continue with the services to the extent possible

e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

2.5 Suspension:

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

2.6 Completion Time and Extension

2.6.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

2.6.2 However, if the work is delayed on account of:

i. Suspension of work as per clause 2.5; or

ii. “Force Majeure” as per clause 2.4; or

iii. Any other cause, which, in absolute discretion of the Engineer-in-charge is beyond the Consultant’s control; then immediately upon the happening of any such events as aforesaid, the Consultant shall inform the Engineer-in-charge accordingly, but the Consultant shall nevertheless use constantly his best endeavours to prevent and / or make good the delay and shall do all that may be required in this regard. The Consultant shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

2.6.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Consultant in writing, the Employers representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request, the Employers representative may with due regard to the event, grant fair and reasonable extension of time not more than 1/3 rd of the total completion period without any financial implication. Such extensions, as admissible, shall be communicated to the Consultant by the Employers representative in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

2.7 Compensation for Delay

If the Consultant fails to complete all items of works in respect of any of its sub-group / group and / or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as any ascertained / agreed compensation as per clause no. 2.8.

2.8 **Liquidated Damages**

2.8.1 If the Consultant fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period, the consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% (half percent) per week or part of the week on the total value of the contract subject to a maximum of 10% of the total value of the contract.

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

2.8.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with IWAI.

2.8.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have to be sustained.

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

2.9 **Termination**

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

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

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

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

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

2.9.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.9.1 & 2.9.2 of conditions of contract hereof, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.4 **Payment upon termination:** Upon termination of this contract pursuant to clauses 2.9.1 hereof, the Employer shall make the following payments to the Consultant:

- a) If the contract is terminated pursuant to clause 2.9.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
 - i. The amount of performance security:
 - ii. Due amount, if any, received by the Consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and
However, if the contract is terminated under sub-clause (g) 2.9.1 at the sole discretion of the employer, the amount payable to the Consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the Consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at clause 6 shall be guiding factors for deciding the completion stage of the assignment.
- b) If the termination takes place due to lack of performance / negligence in the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated Consultancy agency through engagement of third party.

2.9.5 **Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.9.1 hereof has occurred such party may within forty five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

2.9.6 **Determination of Contract:** The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of performance: The Consultant shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The Consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interest in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the Employers interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Consultant shall not engage and shall cause their personnel as well as their sub-Consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.3 Confidentiality: Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.

3.4 Insurance to be taken out by the Consultant: The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition, the Consultant shall also submit Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India and the copy of the same shall be provided before signing of the Agreement.

3.5 Reporting requirements: The Consultant shall submit to the Employer progress report of its activity as on 5th of every month starting from the commencement of the assignment as per Clause 6 of Section VI. All reports shall be delivered in soft copy also in addition to the hard copies. Besides, the Consultant is to submit various reports as mentioned. The Consultant is required to make a presentation at appropriate place (to be decided from time to time) on their Monthly progress reports, Draft Final Report and Final Report at the time of submission of these reports as specified.

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

3.7 Documents prepared by the Consultant to be the property of the Employer: All plans, drawings, specification, design, reports, other documents and software made available to the Consultant / prepared by him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer and shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

4. Obligations and Responsibility / Inputs by IWAI:

- 4.1 IWAI shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project.
- 4.2 IWAI, if asked by the Consultant shall furnish Detailed Project Report of the project at the time of work execution only for taking reference.
- 4.3 IWAI shall provide only the available details / data and balance shall be managed by the Consultant. Non availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for improper preparation of reports /delay in preparation.

5. Security Deposit and Performance Guarantee

5.1 For All Bidders except MSME Registered Firms

The successful bidders' EMD will be converted in to Security Deposit (SD) and the successful bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB. Bank guarantee will not be accepted as security deposit. The bidder shall also deposit an amount equal to 5% of the awarded value of the work as performance guarantee (PG) in the form irrevocable bank guarantee from nationalized / schedule bank in India with validity of 180 days beyond the contract period. This Security deposit and performance bank guarantee shall be submitted within 15 days after the issuance of LOA.

5.2 For MSME Registered Firms

Such Bidder, in case the work is awarded to it, has to submit Security Deposit of 5% of the contract value in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB and also has to submit 5% of the contract value as performance guarantee in the form of irrevocable bank guarantee from nationalized / scheduled bank in India.

5.3 The total security deposit and performance guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the employer is satisfied that there is no demand outstanding against the Consultant.

5.4 No interest will be paid on security deposit.

5.5 If the Consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the security deposit furnished by the Consultant. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the Consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.

5.6 In case of delay in the progress of work, the employer shall issue to the Consultant a notice in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the notice and 10 days from issuance of notice whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant.

5.7 All compensation or other sums of money payable by the Consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the Consultant by the Employer on any account whatsoever. Also in the event of the Consultant's security deposit falls short of such deductions or sale, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Employers representative make good the deficit in his security deposit.

6. Payment Terms

- (a) No advance payment shall be made.
- (b) Payment terms shall be as mentioned in clause 8.1 of ToR, Section VI, of this tender document.
- (c) After submission of report, the same shall be accepted within the period specified in Clause 5 of ToR if everything in report is ok. Otherwise, IWAI shall intimate about the deficiency for rectifications and modification. Only submission of report is not eligibility for payment release.
- (d) In case, if the quantity varies within the range of $\pm 20\%$ of awarded quantity, the Consultant shall be bound to execute the same without any change in the rates. However, the rates will be altered beyond such variation based on mutual agreement. Further, consultant shall inform to the Employer's representative or his authorized representative for such variation sufficiently in advance.**

6.1 Mode of Payment:

Invoices complete in all respects is to be raised by the Consultant to 'Chief Engineer-I, IWAI, A-13, Sector-1, Noida – 201 301' who shall process the same after due verification and the payment shall be paid through RTGS / NEFT within 30 (Thirty) Days from the date of receipt of the invoice at IWAI's Head Office at Noida.

7. Arbitration

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

The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The arbitration shall be conducted in accordance with the provisions of the Arbitration Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

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

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a Public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

8. Laws Governing the Contract

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

9. Professional Liability

9.1 Except in gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the

Consultants, with respect to damage caused by the Consultants to client's property shall not be liable to client:

9.1.1 For any indirect or consequential loss or damage; and

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

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

10. Miscellaneous Provisions

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

SECTION-VIII: ANNEXES

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairperson

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida(U.P.)

Pin- 201301

In consideration of the (hereinafter called "**Employer**") having to enter into an Agreement with M/s (hereinafter called the "**Consultant**") as a follow up to the Letter of Award no.....dated..... issued by the Employer for **CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)** 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 of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of

Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultant** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to 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 2009
for
(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch.(SEAL)

ANNEX - II: AGREEMENT FORM

**CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC
AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY -
POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)**

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTING FIRM

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

WHEREAS IWAI is desirous of giving **CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)** as per the work Order No.datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONSULTING FIRM has agreed to undertake the **CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)** as per the Terms and Conditions herein after set forth.

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

The Consultant shall undertake the **CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)** as per the work Order No.datedin accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

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

- a) Notice inviting Tender
- b) Form of Tender

- c) Condition of contact
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendums
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

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

Witnesses, IWAI

- 1)
- 2)

.....

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

Witnesses of Consultant

- 1)
- 2)

ANNEX -III: DETAILS OF BANK ACCOUNT

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

NAME OF THE PROJECT: _____

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

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH : _____

OF THE BANK

BRANCH CODE : _____

ACCOUNT TYPE

(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory

Name & Designation

Date:

Place

ANNEX-IV: BANK CERTIFICATION

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

Date:
Name:_____

Authorized Signatory
Authorization No._____

Official Seal/Stamp

ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

**The CHIEF ENGINEER-I,
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District: - Gautam Budh Nagar (U.P.)**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

**Name of Tender/Work: - CONSULTANCY SERVICES FOR COMPREHENSIVE
HYDROGRAHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA –
RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)**

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

Yours Faithfully

(Signature of the Bidder, with Official)

ANNEXURE VI: INTEGRITY AGREEMENT

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

This Integrity Agreement is made at on thisday of 2017

BETWEEN

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

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

AND

.....

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **CONSULTANCY SERVICES FOR COMPREHENSIVE HYDROGRAPHIC AND NAVIGATION STUDY IN KAKINADA – VIJAYAWADA – RAJAHMUNDRY - POLAVARAM STRETCH OF NATIONAL WATERWAY - 4 (PHASE-II)**.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand,

take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

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

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

- d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the Consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Bank Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the

contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Bank Guarantee and Security Deposit of the Bidder/Consultant.

3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Consultant, or of an employee or a representative or an associate of a bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Consultants

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/Consultant)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Date :

ANNEX-VII: CONSTRUCTION DRAWING of SURVEY PILLARS

