

TENDER DOCUMENT

FOR

**ENGAGEMENT OF CONSULTANT FOR PREPARATION
OF DETAIL PROJECT REPORT (DPR)
FOR
CONSTRUCTION OF IWT TERMINAL AT SAHIBGANJ IN
JHARKHAND (INDIA)
ON RIVER GANGA (NATIONAL WATERWAY-1)**

Tender no. IWAI/PR/1/Terminal/Sahibganj/2014-15

Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

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

[December, 2014]

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NOTICE INVITING E-TENDER

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Tender no. IWAI/PR/1/Terminal/Sahibganj/2014-15

1. Inland Waterways Authority of India (IWAI) invites online tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced agencies of India or abroad for "Engagement of consultant for preparation of Detailed Project Report (DPR) for construction of IWT terminal at Sahibganj on NW-1 in Jharkhand, India. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>
2. Estimated cost of work: Rs. 1.90 cr.
3. Date of Publishing of tender on website of IWAI: 05.01.15.
4. Pre-bid Meeting: 15.01.2015 at 15:30 hrs. (IWAI, A-13, Sector-1 Noida)
Note: Minutes of the pre bid meeting will be uploaded on IWAI website which will be treated as a part of the tender document. All prospective bidders are requested to attend the pre-bid meeting and give their views on the tender documents.
5. Likely date of issue of pre-bid meeting minutes: 22.01.2015.
6. Bid Submission start date: 23.01.2015.
7. Bid Closing/Document Download End Date & Time: 16.02.2015 at 15.00 hours.
8. Bid Opening Date & Time: 16.02.2015 at 15.30 hours.
9. Cost of Tender Document (Tender Fee) : Rs. 5,000/-.
10. Earnest Money Deposit (EMD) : Rs 3,80,000/- (In the form of demand draft as stipulated).

11. The tender document can also be purchased from the office of Director (P&C), IWAI, A-13, Sector-1, Noida, Pin-201301 (U.P) by paying Rs 5,000/- (Rupees Five Thousand only) in the form of demand draft in favour of IWAI fund payable at NOIDA / New DELHI of any Nationalized/ Schedule bank.
12. The tender document can also be downloaded from IWAI website at www.iwai.nic.in and CPP Portal Website <https://eprocure.gov.in/eprocure/app> The cost of tender/bid document as mentioned above should be submitted in the form of demand draft in favour of “IWAI FUND” payable at Noida / New Delhi of any Nationalized/ Schedule bank before closing date and time of submission of bid in case the tender is downloaded from website. Bid without tender cost will be rejected. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.
13. Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed in each page for agreeing the same.
14. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 15:00 hours on 16.02.2015 and will be opened online on same day at 1530 hours at IWAI head office, A-13, Sector-1, Noida -201301 (U.P)
15. The original demand draft for tender fee and EMD should be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, Noida-201301.
16. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Director (P&C)

2. INSTRUCTIONS TO CONSULTANTS (ITC):

2.1 Definitions:

- (a) “**Employer**” means the Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “**Consultant**” means any entity or person or association of person who provides the Services to the Employer under the Contract. Joint Venture companies are not covered by this term.
- (c) “**Contract**” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Consultant together within the documents referred to therein including all the attached documents listed in the tender documents and Annex/Appendices.
- (d) “**Personnel**” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof.
- (e) “**Proposal**” means the Technical and Financial Proposals as mentioned under this tender.
- (f) “**Assignment / job**” means the work to be performed by the Consultant pursuant to the Contract i.e. preparation of DPR for preparation of Detail Project Report (DPR) for construction of IWT terminal at Sahibganj on NW-1 in Jharkhand, India.
- (g) “**Sub-Consultant**” means any person or entity with whom the Consultant subcontracts any specific and specialized part of the Assignment/job with prior approval of Employer.
- (h) “**Terms of Reference**” (**TOR**) means the document included as hereunder which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment/job.
- (i) “**Contract sum**” means the agreed and accepted Consultancy Fee as per the Letter of Award (LoA) including taxes as applicable as per the prevailing rates at the time of LoA.
- (j) “**Engineer-In-Charge (EIC)**” means the Engineer officer authorized to direct supervise and is In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (k) “**Engineer-in-charge’s representative**” means any officer nominated by the Engineer-in-charge for day to day supervision and coordination for facilitating completion of the assignment as per the Contract.
- (l) “**Chairperson/Chairman**” means Chairperson/Chairman of Inland Waterways Authority of India.
- (m) “**Member (Technical)**” means Member (Technical) of Inland Waterways Authority of India.

- (n) “**Chief Engineer (Civil)**” means the Chief Engineer, Civil of the Authority.
- (o) “**Chief Engineer (P&M)**” means the Chief Engineer, Project & Marine of the Authority.
- (p) “**Director**” means the Director of the Authority, as the case may be.
- (q) “**Deputy Director**” means the Deputy Director of the Authority, as the case may be.
- (r) “**Assistant Director**” means the Assistant Director of the Authority, as the case may be.
- (s) “**Assistant Hydrographic Surveyor**” means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (t) “**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.
- (u) “**Day**” means a calendar day beginning and ending at mid-night.
- (v) “**Week**” means seven consecutive calendar days
- (w) “**Month**” means the one Calendar month.
- (x) “**Site**” means the terminal site and / or other places through which the works are to be executed.
- (y) “**Vessel**” means the vessel/craft belonging to the Consultant/contractor for carrying out the work.
- (z) “**Consultancy Services**” means Consultancy Services/Works to be executed in accordance with the contract.
- (aa) Words imparting the singular only shall also include the plural and vice-versa; he includes she and vice-versa unless this is repugnant to the context.

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the consultants/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available” Enroll Here” on the home page. Portal. Enrollment is free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the contractors/bidders through e-mail ID provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.

- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Consultant/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than **2 MB**. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit **the Tender Fee/ EMD** as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority **within the due date** as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/ liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

- 31) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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

3. BACKGROUND:

- (i). Inland Water Transport (IWT) is operationally cheaper, high in fuel efficiency and environment friendly. It has vast potential to act as an alternate and supplementary mode of transportation in certain conditions. India has large number of inland waterways consisting of rivers, canals, backwaters, creeks, and lakes etc. which have the potential for development of efficient waterways transport network. However, development of inland water transport remains much below the desired level for a long time.
- (ii). Inland Waterways Authority of India hereinafter referred to as IWAI (or Authority), an autonomous organization under Ministry of Shipping (MoS), Govt. of India was constituted in October 1986 for development and regulation of inland waterways of the country for shipping and navigation. Waterways which are declared as National Waterways (NWs) are developed, maintained and regulated by IWAI for shipping and navigation.
- (iii). So far, five waterways namely (i) the Ganga-Bhagirathi-Hooghly river system from Haldia to Allahabad (1620 km),(ii) the Brahmaputra from Dhubri to Sadiya (891 km), (iii) West Coast canal from Kottapuram to Kollam along with Champakara and Udyogmandal canals (205 km), (iv) Kakinada - Pondicherry canals integrated with rivers Godavari and Krishna (1095 km) and (v) East Coast canals along with river Brahmani and Mahanadi (621 km), have been declared as National Waterway No. 1,2,3,4 & 5 respectively. Further, River Barak in its stretch from Lakhipur to Bhanga (121 km) in Assam is under active consideration for declaration as National Waterway.
- (iv). IWAI has planned to develop an IWT terminal on National Waterway-1 at Sahibganj. A sketch showing the proposed terminal land is enclosed herewith as Annex-VII for reference. Hydrographic survey chart of the site will be made available to the consultant by IWAI on their demand.
- (v). Sahibganj is an old town of Bihar which is now in Jharkhand state. It is located on the right bank of river Ganga in Rajmahal-Bhagalpur stretch of National Waterway-1 and is about 100 km upstream of Farakka. Due to backwater effect of Farakka barrage and relatively high discharge in the river, the Farakka – Sahibganj stretch has a natural LAD of 2.2 – 2.5 m which with a little effort of bandalling and dredging can also be increased to 3 m by IWAI. This place has a long history of inland water transport and the ferry ghat of Sahibganj is even now well known in the locality and regular passenger ferry service between Sahibganj and Manihari (on the north bank of Ganga in the district of Katihar, Bihar) has been in operation

for many decades. This ferry service is operated by a well-known private ferry operator of Bihar. IWAI already maintains a floating terminal in Sahibganj at a place known as Samdaghat. Sahibganj is also having stone quarries in its vicinity and transportation of stone chips from Samdaghat floating terminal of IWAI by inland vessels has been a regular feature for many years. Recently, IWAI has got done a study through M/S. RITES for Integrated National Waterways Transportation Grid (INWTG) which also has recommended Sahibganj as a priority terminal for being developed as a domestic coal based multi modal IWT terminal. Soft copy of this report is available on the website of IWAI (iwai.nic.in). All the prospective bidders are requested to peruse this report while preparing subject DPR for Sahibganj terminal.

- (vi). River Ganga has two channels in this area. One channel flows along the right bank which has adequate depth for navigation. This channel gets merged near Samdaghat with another (bigger) channel flowing along left bank. Apart from transportation of stone chips and passenger traffic between North and South Bihar, Sahibganj has got a good potential for transportation of cargo in the form of domestic coal of Jharkhand coal mines. These coal mines are already connected with railway line which passes close to the river bank at Sahibganj. There are 10 thermal power plants along NW-1 and atleast 10 more are expected to come up in near future. All these power plants require huge quantity of thermal coal and it is well known that production of thermal coal at the coal mines as well as its distribution to various thermal power plants has been facing serious problems due to which the power production of the country has been affected badly. Mostly on this account, many thermal power plants have started using about 20% imported coal which is more than two times costlier than the domestic coal. IWAI has already commissioned a project with NTPC under which transportation of 3 million tonnes per annum of imported coal has started getting transported by IWT mode between Bay of Bengal and Farakka Thermal Power Plant of NTPC (a distance of about 640 km). Encouraged by the success of this pioneering project, IWAI and NTPC are now working on a similar project of transportation of imported coal from Bay of Bengal to Barh Thermal Power Plant of NTPC (a distance of about 1050 km). Since thermal power plants are still using domestic coal for 80% of their requirement, if domestic coal can be brought by railways to a well-developed coal terminal/ river port at a place along NW-1, it will obviously have tremendous potential to be developed as an IWT based multi-modal hub, with domestic coal as anchor commodity. Sahibganj has got this potential for getting developed such a terminal on National Waterway-1.
- (vii). Govt. of Jharkhand has also supported development of such a coal terminal at Sahibganj with proper railway linkage. Prima facie the terminal should have state of art facilities for receiving domestic coal from mines through railways, storing it and transferring to coal barges for onward distribution to various thermal power plants along Ganga. It is understood that Railways now have put forth a condition that such an establishment should necessarily have 1300 meter long railway siding. In addition, the proposed terminal should interalia also have track proper and

wagon tippers with necessary conveyor system, coal storage, yards stackers and reclaimers, adequate number of coal jetties with efficient mechanical material handling system for loading of coal on to the barges. This will be the main objective of preparing this DPR.

4. OBJECTIVE OF THE STUDY:

- (i). The objective of the study is to prepare a Detailed Project Report (DPR) for construction of an IWT terminal at Sahibganj to facilitate systematic transportation of domestic coal and other goods by mechanized barges, from / to various stations by inland water transport along the NW-1. The terminal is envisaged to be a permanent type. Berthing of self-propelled barge of up to 2500-3000 MT carrying capacity with loaded draft of 3.00 meters is envisaged at the terminal. The Jetties should be planned at a suitable depth so that vessels as mentioned should be able to berth for loading/unloading of Cargo during flood season as well as lean season and be connected to the shore by an approach jetty of appropriate width. The terminal should have suitable mooring facilities, fire-fighting water line, drinking water supply pipeline, power line for shore connection to barges, fenders and all other required utility services etc.
- (ii). It is envisaged that to the extent possible, all shore based buildings / godowns shall be prefabricated, pre-engineered type from reputed Indian manufacturers conforming to best standards in vogue in logistic / supply chain industry. The requirements of (a) coal stock yard with stackers & reclaimers, (b) covered godown and (c) ancillary buildings like office, security & safety, stores, enclosures for utilities like generator; water supply/firefighting systems etc. may be planned suitably. The space under (c) above may consist of different units depending on the final layout of the terminal.

5. TERMS OF REFERENCE (TOR) OF THE ASSIGNMENT:

The Consultant is required to prepare a Detailed Project Report for setting up of an Inland Water Transport terminal at Sahibganj including preliminary designing, preparation of block estimate and preparation of necessary tender document on Engineering, Procurement & Construction (EPC) and Project Management Consultancy (PMC) modes.

The detailed TORs shall be as follows:

- (i). Review of traffic projections, study and data collection from earlier reports, all relevant authorities, updating the same and provide future potential traffic (type & quantity both) for time-frame of 2015, 2020 & 2025 with specific reference to anchor commodities of domestic coal and stone chips.
- (ii). Fixing the location of berthing jetty so as to ensure safe berthing of loaded barges up to 3.00m draft during leanest period.

- (iii). Collection & analysis of water level data for ascertaining the appropriate level of the jetty, current data both in magnitude and in direction as required for designing the berthing face of the jetty for safe berthing, morphological data requirement for the purpose of river bank protection works etc. Some of these data if and as available will be provided by IWAI.
- (iv). Geo-technical investigation at berthing jetty location (minimum two locations) and on the terminal land (minimum two locations) for the purpose of design of structures.
- (v). Site selection of terminal along with all details for acquisition of land including ownership and estimated cost of land acquisition. This will include all details to be collected from the State Revenue Departments with adequate background papers for indicating Government or private land. This will include land not only for main terminal but also for rail connectivity as well as road connectivity.
- (vi). Preparation of detailed terminal layout plan, land development plan, along with preliminary design and drawings, specifications for all structures like berthing jetty, approach jetty, covered and open storage along with all allied structures / buildings / facilities like, security office, bunkering of fuel, water supply, firefighting and electrical facilities including compound lighting, requirement of power, transformer / generator etc. complete. Layout plan include with preliminary design and cost estimate for track hopper and wagon trippers required to handle coal at the terminal along with coal stock yard, stackers, reclaimers, conveyor belt system all complete.
- (vii). Preparation of detailed feasibility report for railway connectivity from nearest railhead to the terminal site. The feasibility report should contain the possibility of providing railway connectivity to the terminal site, the approximate cost of providing railway connectivity and various activities involved in getting railway connectivity.
- (viii). Preparation of preliminary design, drawings, technical specifications, bill of quantities and cost estimates for the shore protection works required to prevent any erosion.
- (ix). Preparation of detailed layout plan along with preliminary design, drawings, specifications for internal road, rail connectivity, traffic circulation plan, drainage, boundary wall gate and other utilities.
- (x). Examine the adequacy of the existing road linkages between the terminal and nearest main road (i.e. National Highway -80), proposed improvements required, to facilitate smooth two way flow of trucks and trailers from / to the terminal and hinterland. Requirement of land acquisition (if any) for widening of road /improvement of bends & rail connectivity. Preliminary design, specifications and cost estimates for improvement of road and providing rail connectivity to the terminal shall be worked out along with drawings as a separate sub-item.
- (xi). Every cost estimate made shall be duly supported by the justifications for the rates adopted / basis of rates like Jharkhand/Bihar PWD/ CPWD schedule of rates / market rates/ lowest budgetary offers received etc.

- (xii). Recommend cargo handling equipment required at the terminal, considering the prevailing norms for operation along with inter modal compatibility and their merits/demerits. The DPR will also include facilities required for both ways transfer of cargo between the shores based facilities and the permanent berths by both mechanical and manual methods for bulk / break bulk goods and packaged goods of approx. lot size up to 1 tonne weight.
- (xiii). Preparation of EPC mode contract documents both Request for Qualification (RFQ) & Request for Proposal (RFP) for execution of all the works and provide all necessary technical details etc. which will be needed to float and accept the tender on EPC contract basis. Accordingly the preliminary designs and cost estimates of every component and sub-component of the DPR will have all such details, authenticity and back up documents which are required for preparing and processing RFQ & RFP for EPC contracts as per prevailing norms and practice.
- (xiv). Preparation of realistic construction schedule for the terminal indicating the sequence of activities duly considering the river characteristics in different seasons and priority of works. The phasing of expenditure is also to be worked out.
- (xv). Examine and bring out in sufficient details and back up papers detailing the need of obtaining environmental clearances for construction of the terminal based on prevailing rules and regulations of Central and State Governments. If environmental clearance is required the DPR will have a separate chapter on it with detailed action plan and procedure for getting a separate EIA/EMP/SIA study to be taken up by IWAI.
- (xvi). Suggest institutional mechanism for project preparation, approval and execution of this project without time and cost overrun. The advantages of Project Management Consultancy (PMC) method for undertaking this project be also duly analyzed and well considered and recommendation for the same be include in the DPR with sufficient details.
- (xvii). Work out cost benefit analysis. Financial Internal Rate of Return (FIRR), Economic Internal Rate of Return (EIRR) based on current norms, with sufficient backup calculations, basis, assumptions their source, justification etc.
- (xviii). Detailed presentation of DPR at IWAI head office Noida as well as to Ministry of Shipping, State Govt. of Jharkhand & Bihar and other Central / State Government Authorities which become necessary for acceptance and processing of DPR from time to time.
 - (a) State of art IT based system for operation, management and maintenance of the entire terminal complex.
- (xix). Any other contingent details required for preparation of quality DPR in the given timeframe mutually acceptable to IWAI and the selected consultant.
- (xx). Submission of all above details to IWAI in the form of a Detailed Project Report (10 hard copies & two soft copies) along with complete tender documents/RFQ/RFP as specified for undertaking the work.

The DPR should have the following information:

- i). Data in respect of land survey, Hydrographic survey, hydrological data, existing traffic and traffic projection, linkages with other modes.
- ii). Soil investigation report
- iii). Terminal layout plan and concept design indicating details of all facilities along with justification. The concept and operational aspects kept in view in the preparation of layout and design of the terminal shall be duly elaborated as a separate chapter explaining the alternatives examined and justification for the facilities recommended by the consultant.
- iv). Preliminary design and drawings for the berthing jetty, approach jetty and related bank protection works, covered Godown, open storage, office building, security building, other buildings, water supply and firefighting, and ancillary structures & facilities.
- v). Details and proposal for safe berthing and operation of IWT vessels at the terminal including mooring facilities.
- vi). Facility for bunkering of fuel and fresh water into IWT vessels.
- vii). Detailed technical specifications and estimated costs for procurement of plant and machineries for mechanized handling of cargo.
- viii). Block estimate for construction of terminal including all facilities and services, clearly detailing each component.
- ix). Time schedule for the implementation of capital works.
- x). Assessment of social and environmental impact and steps for obtaining necessary clearances from Ministry of Environment.
- xi). Suggested tariff structure for use of terminal facilities.
- xii). Full set of tender document on EPC concept both RFQ & RFP for invitation of bids for construction of the terminal.
- xiii). Detailed report on adequacy of the existing road linkage between the terminal and nearest National Highway (NH-80) and its improvement including construction of new road if any.
- xiv). Detailed feasibility report on rail connectivity from the nearest railhead to the terminal site.

Reports to be submitted:

The consultant shall furnish to IWAI the following reports and documents.

- i) Inception Report consisting of reports and details of all studies and data collection, analysis of data, reconnaissance survey of terminal site, review of traffic projection, and potential traffic for time frame 2015, 2020 & 2025, cost benefit analysis with FIRR & EIRR along with broad terminal layout plan including various facilities and preliminary design, time lines for completion of project and any other information, the consultant may like to include.

- ii) Reports on Geo technical investigation, preliminary design, drawing with calculations.
- iii) Draft Project Report as per scope of work and TOR's along with preliminary design and drawings, block estimate and draft tender document on EPC concept for the work.
- iv) Final Detailed Project Report (DPR) as per scope of work and TOR's along with preliminary design and drawings, detailed specifications, block estimate, final tender for inviting bids on EPC concept basis for the work.
- v) Apart from the ten (10) hard copies and two (2) soft copies of final DPRs shall also be submitted to IWAI.

6. KEY EXPERTS' QUALIFICATIONS & COMPETENCE FOR ASSIGNMENT:

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

Sl.	Category of professional (s)	Qualification and Experience
i.	Port Engineering Expert (Team Leader)	Minimum 15 years' experience in planning, design, construction, preparing cost estimates for various port works, terminals, trade facilitations and other infrastructures in different natural and operational conditions with at least 5 years in a reputed firm of consultants. Should be a university graduate in Civil Engineering with higher professional qualification in Port and Harbour Engineering/Structural Engineering/Geo-technical Engineering.
ii.	Port planning & Infrastructure Specialist	Should have minimum 10 years' experience in Port planning, Port infrastructure Planning and development of physical facilities for port operations. Should be well conversant with different types of port structures and other physical facilities required for the provision of various port services efficiently. Should preferably have experience/ exposure of constructing several modern ports. Should as a minimum, be a graduate in Civil Engineering with Postgraduate training/ studies in Port & Harbour Engineering.
iii.	Railway Expert	Should possess minimum of Graduation Degree in Civil Engineering from a university with minimum 10 years' experience in the related field. He will be responsible for doing the feasibility study and also do the planning and designing of railway track from the existing railway station (Sakarigali) or other suitable locations to the terminal site.
iv.	Structural Engineer	Should possess minimum of Graduation Degree in Civil Engineering from a university with 10 years' experience in structural design. He will be responsible for detailed structural design of the port facilities. He will also be responsible for construction plan, preparation of tender document needed for construction, supply and installation. Overall management and supervision of the design works will be performed by him.
v.	Highway Engineer	Should have a university Bachelor's Degree in Civil Engineering with 10 years' experience in related field. He will be responsible for road planning and design for pavement including drainage facilities for the road.

Sl.	Category of professional (s)	Qualification and Experience
vi.	Hydrographic Expert	Minimum 8 years' experience in conducting hydrographic surveys, investigations and measurements, bathymetric surveys in a variety of geographical locations and natural. He must have Masters in Science from any recognized university.
vii.	General Economist	Minimum 10 years' experience in general economic analysis, assessing and forecasting economic plans, development and trends, trade and investment, environment flows, trade barriers and facilitation measures, analyzing relationship of national economic and sectorial growth rates with trade flows, evaluation of project economics etc. The incumbent must possess Post-graduation Degree in Economics. Must have previous working experience of at least one such port development study project.
viii.	Environmental Expert	Minimum 10 years' experience in a broad range of environmental assessment particularly in analyzing impacts on coastal and marine environment of port development or other maritime projects including construction of maritime structures, dredging, ship operations, on shore developments and post operational activities, port related industries and transportation linkages etc. assessment of measures, both physical and regulatory, necessary for mitigation of harmful effects and control of pollution. Should possess a minimum Post-graduate Degree in Environmental Sciences with specialization in Marine Environment.
ix.	Electrical Engineer	Should possess at least a university Bachelor's Degree in Electrical Engineering with 10 years' experience in design of electrical and power system. He will be responsible for planning and design of electrical services of the port/IWT terminal
x.	Mechanical Engineer	Should possess at least a university Bachelor's Degree in Mechanical Engineering with 10 years' experience in design of selection of mechanical handling equipment. He should be responsible for the identification, design and selection of mechanical equipment and also for the preparation of specification and training document.
xi.	Soil Engineer/ Foundation Engineer	Should possess at least a university Bachelor's Degree in Civil Engineering with specialization in soil and foundation with 10 years' experience in related field. He will be responsible for the soil investigation, reclamation work, soil improvement and will be associated in foundation design. He will also be responsible for preparation of cost estimates.
xii.	Material handling Expert	Minimum 10 years' experience in Material handling in port including container handling and general cargo handling. As the minimum, should have a university Bachelor's Degree in the relevant discipline.

The above list is indicative and the Consultant is free to reduce/exceed the number of expert as deem fit for preparing a quality DPR for construction of IWT terminal as per TOR within the specified time frame.

6.2 Replacement of Key Experts:

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

7. TIME SCHEDULE/SUBMISSION OF REPORTS:

- (a) The total period of completion of this assignment would be 25 weeks from the date of signing of the Contract by IWAI and the selected consultant. The time of completion of various sub-stages of the assignment will be as given below:

Sl. No	Activity	Time in weeks reckoned from the date of signing of Contract
a)	Submission of Inception Report after review of available studies data, site visits, reconnaissance survey, discussions with all concerned and firming up the conceptual design and basic design considerations, assumptions and preliminary identification of vendors and presentation thereof. (3 copies)	6 weeks
b)	Submission of first Draft Report after receipt of Comments on the Inception Report and carrying out field data collection, geo-technical investigation etc. along with designs, technical specifications, indicative / block costs etc. (3 copies) and presentation of draft report.	14 weeks
c)	Receipt of comments of IWAI on first Draft Report.	16 weeks
d)	Submission of Draft DPR along with tender documents both RFQ & RFP on EPC concept basis (5 copies) and presentation thereof.	20 weeks
e)	Submission of Final Detailed Project Report (10 copies) after incorporating final comments of IWAI based on above presentation.	25 weeks

- (b) If at any stage mentioned above, the Consultant apprehends delay in the submission of any stage report, they shall at least a fortnight in advance, seek time extension on sufficient grounds, for the reasons beyond the control of the consultant, which would be without any additional financial implications to the Employer. If the delay

is caused beyond the extended period if any, or if the progress/services are unsatisfactory the Employer shall have the right to terminate the contract and be entitled to employ and pay other agencies/consultants (new) to carry out the work at the risk and cost of original consultant and all expenses consequent thereon or incidental thereto shall be recoverable from the consultants by the Employer and will be deducted from any dues or which may become due to the consultants.

8. INFORMATION TO BE SUPPLIED TO THE CONSULTANTS:

- (a) On request by the Consultant, the Employer shall provide the details of hydrographic survey data and studies, if any conducted by the Employer in past.
- (b) The consultant shall ascertain the availability of such details with the concerned persons in India or the State Govt. of Bihar/Jharkhand before submitting their bid.
- (c) Consultant shall warrant that information furnished to them by the Employer/State Govt. shall be treated as secret and shall be used only for the propose for which such information was intended and shall not disclose it to any other party without the prior approval of Employer.
- (d) Original data should be returned to Employer on completion of the work.

9. SUBMISSION OF TENDER:

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

9.1 Part A- Technical bid

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

- a) Scanned copy of Full profile of the Company with details such as composition/ownership/shareholding pattern, details of top management (Board members), key officials with documentary evidence, background of the organization with respect to similar experience and brief description of projects undertaken (for the past 7 years) in the relevant field including scope of work and nature of consultancy services offered. The details of work carried out may be furnished in Annex-I. Copies of completion certificate in case of completed studies and copies of work order / agreement in case of ongoing studies shall be submitted as proof of work experience.
- b) Scanned copy of Proof of successful preparation of DPRs (with completion certificates issued by the client) for similar works during last 7 years as detailed below (for similar works please see clause 10.1):

- DPR for one port/IWT development/logistics work/ similar works costing not less than Rs 152.00 lakhs, or
 - DPR for two port/IWT development/logistics works/ similar works each costing not less than Rs 95.00 lakhs each, or
 - DPR for three port/IWT development/logistics works/ similar works each costing not less than Rs 76.00 lakhs each,
- c) Scanned copy of the proof of EMD as specified in Clause – 13 and Scanned copy of proof of tender fee.
 - d) Scanned copy of a short write up on methodology to be adopted for the present project giving schematic plan, tentative diagrams & drawings and proposed approach and programme to carry out this assignment. (Submit with the help of Bar chart).
 - e) Scanned copy of Details of the organizational set up for carrying out the subject study and the individual expertise.
 - f) Scanned copy of list of key experts’ (as per Annex-II) with complete CV's who would be associated with the present assignment with their specific scope of work. This should be supported by letters from those associates.
 - g) Scanned copy of a signed declaration stating that the tenderer/ bidder has not made any addition / deletion / change to any of the tender clauses and it is exactly as per the document available at IWAI web site www.iwai.nic.in/https://eprocure.gov.in/eprocure/app
 - h) Scanned copy of the annual Report or Audited balance sheets, for the last 3 years.
 - i) Scanned copy of Solvency certificate issued from the Bank for an amount not less than Rs. 57.00 lakhs (not older than three months).
 - j) Scanned copy of PAN card.
 - k) Scanned copy of Bank Account details for transaction through e-payment in format given at Annex-III
 - l) Scanned copy of any other details which consultant may feel relevant.
 - m) Scanned copy of Service tax registration certificate.

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

9.2 Part B - Financial Bid

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

- (i) This will contain consultancy fee to be charged for completing the work. The total fee shall be quoted as a lump-sum amount including cost towards man-hours with TA/DA, preliminary design, preparation of tender documents, **mathematical modeling**, preparation of reports and others, if any.
- (ii) While working out consultancy fees, following points should be noted.

- (a) The consultants will have to make their own arrangements for the transport/accommodation / TA/DA of their personnel assigned to this project for their site works, visiting various offices and other places for meetings, presentations and discussions.
- (b) Consultancy fees quoted would deem to have included all the incidental cost including cost of all the drawings, documents, reports etc. which would be required to be prepared by the consultants during the course of the assignment.

9.3 Submission of Bids

The technical and financial bids complete in all respects should be submitted online in website <https://eprocure.gov.in/eprocure/app> by 1500 hrs. on 15.02.2015.

9.4 Validity of offer

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

10. ELIGIBILITY CRITERIA / EVALUATION OF BIDS:

10.1 Eligibility Criteria

- a. The following criteria shall be adopted for assessing eligibility of the bidders:
The bidder should have completed in the past seven years:
 - i) At least three similar works each costing not less than Rs. 76.00 lakhs or
 - ii) Two similar works each costing not less than Rs. 95.00 lakhs or
 - iii) One similar works costing not less than Rs. 152.00 lakhs.Note: Similar works means providing consultancy services for preparation of detail project reports / techno economic feasibility study for construction of Ports, river terminals, riverine structure, IWT terminals, logistics hub etc.
- b. Average annual financial turnover of the bidder should not be less than Rs. 57.00 lakhs during last 3 financial years ending 31st March, 2014. This has to be submitted with supporting documents certified by a Chartered Accountant. The year with no turn over would also be considered for working out the average.
- c. The bidder should submit all the documents/ details mentioned under clause 9.
- d. The firm should have a solvency of minimum Rs. 57.00 lakhs.

10.2 Bid Evaluation

- (i) The bids will be evaluated on Quality cum Cost Based Selection (QCBS) process with 80% weightage to technical bids and 20% to financial bids.
- (ii) From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in

the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

- (iii) The tender shall be evaluated by the Tender Evaluation Committee (TEC) constituted by the employer.
- (iv) The employer shall consider the financial proposal only after analyzing and evaluating the Technical Proposals and finding the bidder fit/qualified for considering his financial proposal.
- (v) The tender committee shall evaluate the Technical Proposals on the basis of the merit of the consultant, their experience and exposure in the respective field, their responsiveness to the Terms of Reference and the schematic terminal plan, tentative diagrams and drawings as submitted by the consultant by applying the specified evaluation criteria as given in the Clause-10.4 to 10.6. Proposal may be rejected if it is found deficient as per the requirement indicated in the tender document. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The IWAI may request any / all bidders for furnishing clarifications on its technical proposal during the evaluation process. Such requests will be communicated in writing and the clarifications to be furnished thereon shall not lead to any changes in the financial offer.

10.3 Opening & Evaluation of the Financial Proposals:

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

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

	Description	Points
(i)	Specific experience of the Consultant (as a firm) relevant to the Assignment:	10
(ii)	Adequacy and quality of the proposed methodology, and work plan in response to the Terms of Reference (TORs):	35
(iii)	Key Experts' qualifications and competence for the Assignment: (Details of key experts' as mentioned in clause-6)	45
	(a) Port Engineering Expert (Team Leader):	10
	(b) Port planning & Infrastructure Specialist:	4

(c) Railway Expert:	4
(d) Structural Engineer:	3
(e) Highway Engineer:	2
(f) Hydrographic Expert:	4
(g) General Economist:	3
(h) Environmental Expert:	3
(i) Electrical Engineer:	2
(j) Mechanical Engineer:	4
(k) Soil Engineer/ Foundation Engineer:	2
(l) Material handling Expert:	4

Total points for criteria (iii): 45

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

- | | |
|---|-----|
| 1) General qualification (general education, training and experience): | 20% |
| 2) Adequacy for the assignment (relevant education, training, experience in sector/ similar assignments): | 80% |

Total weight: 100%

(iv) Added advantage for experience in development of IWT or Port projects: 10

Total points: 100

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

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

10.6 Method of Selection:

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

(Sf) = 100 X (Fm) / F, where F = Amount of Financial Proposal,

Fm = Lowest financial proposal received

Proposals will finally be ranked according to their combined technical (St) and financial score (Sf) as follows:

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

Where, Tw and Fw are weights assigned to technical and financial proposal that shall be 0.8 and 0.2 respectively. The successful Consultant shall be the Consultant having the highest combined score. The second highest consultant shall be kept in reserve and may be invited for negotiations in case the first- ranked Consultant withdraws or is not selected for any reason.

11. AWARD OF CONTRACT:

- 11.1 After completing all the formalities / scrutinizing the proposal, the Authority shall issue a Work Order to the selected bidder / consultant.
- 11.2 The Consultant will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the standard form of Contract in Annex – IV within 15 days of issuance of the Work Order duly furnishing the requisite Security Deposit in prescribed Proforma (Annex-V) as per clause -14 of Security Deposit.

12. CONFIDENTIALITY:

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to any one until the award of the Assignment. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and anti – corruption policy.

13. EARNEST MONEY DEPOSIT (EMD):

- (i) Consultant shall submit, EMD amounting Rs. 3,80,000/- (Rupees three lakh eighty thousand only) in the form of Demand Draft drawn on any nationalized Bank in favour of "IWAI Fund" payable at Noida/ New Delhi. The EMD as mentioned in clause 9.1 (c) shall be submitted before the closing date and time of online submission. EMD of all unsuccessful tenderers shall be returned after, award of work to the successful bidder on request by the tenderers. No interest shall be paid on any account against EMD.
- (ii) The EMD may be forfeited:-
 - (a) If a bidder withdraws his bid during the validity period of bid as specified under clause 9.4
 - (b) In the case of a successful bidder, if the bidder fails:-
 - * To sign the contract in accordance with clause 11.2.
 - * To furnish security deposit in accordance with clause 14.

14. SECURITY DEPOSIT:

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

15. REMUNERATION / PAYMENT SCHEDULE:

15.1 Total Cost of the Services

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

15.2 Stages of Payment

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

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

16. GENERAL CONDITIONS OF CONTRACT:

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

- i) Consultants are advised to visit the site and satisfy themselves about the field conditions before submission of Bid and submit an undertaking in this regard. The consultant shall be deemed to have full knowledge of the site, situations, and local conditions prevailing at the project site.
- ii) The successful consultant will have to execute an agreement with Employer on Rs. 100/- stamp paper (non-judicial). Format of agreement is placed at **Annex -IV**. The conditions of the agreement shall be binding on the consultant.
- iii) The acceptance of tender shall rest with the Employer. The Employer reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, split up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of condition of contract shall be brought to the notice of the consultant and given an opportunity to explain the fact, but the Employer has right to withdraw in full or part of the work of the consultant. In such event, payment shall be made in proportion to the extent of service rendered by the consultant till such time.
- vi) The consultant will submit to the Employer a bill in triplicate on completion of each stage of consultancy service giving the details of fees, charges, service rendered etc. for payment by the Employer.
- vii) The rate quoted shall include all taxes, duties, etc. such as sales tax/VAT, octroi, duties, toll and service tax.
- viii) Consultant should submit service tax registration certificate and the service tax will be paid on reimbursement basis on the production of proof of payment.
- ix) The rate quoted by the consultant will remain valid till the consultancy work is fully completed. Any change in the taxes and levies during the execution of the project shall however be compensated on production of proof by the consultant.
- x) Suitable extension of consultancy period may be granted by Employer only for reasons eligible for consideration. The consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xi) The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.
- xii) The consultant shall remain fully and squarely responsible for the correctness and accuracy of all the data, analysis, design, drawings, quantities, specifications and documents etc. basically prepared by them.

- xiii) The consultant shall observe all care in accordance with recognized sound engineering standards for carrying out the services required under this contract. They shall use for this purpose the highest scientific and most modern means and apply all speedy and economical methods for mapping as well as the use of electronic computer, software etc. in designing the various structures required for the project.
- xiv) The consultant shall undertake to supply additional copies (not exceeding 5 nos.) of the drawings, reports, etc. at free of cost upon the request of the Employer.
- xv) The consultant shall not without the prior written approval of the Employer, concede, transfer or sublet the right and obligation under this contract or any part thereof to the third parties, otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant shall still remain responsible in case of the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xvi) The consultant shall provide all the necessary help to the Engineer-in-charge or his representative to cross check the works during and after the work till the completion of project.
- xvii) The consultant shall make their own arrangements for the transport, accommodation. TA/DA of their personnel assigned to this project for their site work, visiting offices of Employer may be required in connection with this consultancy work, attending discussions meeting/ presentations etc. with concerned authorities.
- xviii) Consultancy fees quoted for the work would deem to have included all the incidental cost of all the drawings, designs, reports, schemes, documents etc. which would be required to be prepared by the consultant during the course of the assignment.
- xix) In the event of consultant's firm closing its business, Employer shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be made to consultant up to the stage of service then completed. In this regard, decision of the Employer shall be final and binding on the consultant.
- xx) Conditional bids submitted by the bidder will be liable for rejection at the discretion of IWAI.

16.2 Conflict of Interest:

- (i) Employer requires that Consultants provide professional objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.

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

16.3 Integrity Agreement:

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

16.4 Consultant Liability and Insurance:

- (A) From commencement to completion of the work(s) as a whole, the Consultant shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Consultant) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- (B)
 - i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
 - ii) Provided, however, in an eventuality as mentioned in sub-clause – 16.4 (B) (i) above, the following provisions shall also have effect:
 - (a) The Consultant shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
 - (b) The Consultant shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Consultant shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

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

will, however, not absolve the Consultant of his overall responsibility to execute the works under the contract.

16.5 Labour Laws:

- (A)
 - (a) The Consultant shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Consultant shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
 - (b) If any foreigner is employed by the Consultant on the work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued there-from from time to time. In the event of any lapse in this regard on the part of such foreigner the Consultant shall be personally held responsible for the lapse & Authority shall not be liable in any event.
 - (c) The Contract is liable for cancellation if either the Consultant himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as Consultant for, or in connection with the execution of the public works, or as an employee of such Consultant. If the contract is terminated on account of the failure of the Consultant to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- (B) The Consultant shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The Consultant shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
 - i) Any accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.
 - ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- (C) The Consultant shall pay to labourer employed by him either directly or through sub-Consultants wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.
- (D) The Consultant shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:

- i) Payment of Wages Act, 1936 (Amended)
- ii) Minimum Wages Act, 1948 (Amended).
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) Maternity Benefit Act. 1961 (Amended)
- vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
- viii) The Industrial Disputes Act. 1947 (Amended)
- ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Consultant shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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

- (E) The Consultant shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Consultant fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in- Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- (F) The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Consultant any sum required for making good the loss suffered by worker(s) by reason of non-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- (G) The Consultant shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-16.5(D) above without prejudice to his right to claim indemnity from his sub-Consultants. In the event of the Consultant's failure to comply with the provisions of all the Acts/Laws stipulated in Clause-16.5(D) or in the event of decree or award or order against the Consultant having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Clause 16.5(D) above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the Consultant or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various

Acts/Laws/Rules/Codes as mentioned under Sub-Clause 16.5(D) above, on the part of the Consultant under the contract on behalf of and at the expenses of the Consultant and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the Consultant.

- (H) In the event of the Consultant committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 16.5(D) above, the Consultant shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- (I) The Consultant shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Consultant fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Consultant.
- (J) The Consultant shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Consultant fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Consultant. But this will not absolve the Consultant of his responsibility or otherwise thereof.
- (K) Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules referred in clause 16.5(D) above shall make the Consultant liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 16.5(D) above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Consultant. In the event of any injury, disability or death of any workmen in or about the work employed by the Consultant either directly or through his sub-Consultant, Consultant shall at all-time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Consultant be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Consultant for

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

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

16.6 Professional Liabilities:

The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the employer may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the consultant's liability towards the employer and not with the consultant's liability towards third parties.

17. CLARIFICATION AND / OR INTERPRETATION OF REPORT:

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

18. OWNERSHIP OF DOCUMENT AND COPYRIGHT:

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

19. FORCE MAJEURE:

Any delays or failure of performance by a party to this Agreement shall not constitute default hereunder or give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party like acts of God, strikes, lock outs or other concerted acts of workmen, fires, floods, explosions, blockades, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extra-ordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by Force Majeure, then upon the happening of such delay the consultant shall within 14 days of the happening of such event give notice in writing to Employer requesting for extension of time indicating the period for which extension is desired. Employer may also give a fair and responsible extension of time for completion of the work at their discretion but no monetary allowance shall be made to the consultant for any such delay and the consultant may not make any claim for damages by reason of any such delays. If any of the above circumstances continue for more than 3 months, in that event, Employer will have the right to terminate this contract without any notice to the consultant.

20. LIQUIDATED DAMAGES:

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

21. ARBITRATION:

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

22. TERMINATION OF CONTRACT:

Employer has the right to terminate the contract by giving 30 days written notice. In the event of termination for no fault of consultant, the Employer shall reimburse all the expenses incurred by the consultant including that for winding up the project. If the contract is terminated due to the fault of the consultant or in case of termination of the agreement by the consultant, the consultant shall pay to Employer the excess amount that may have to be incurred by Employer for getting the scope of work completed by some other Agency.

23. FORMATS (ANNEXES): As follows:

ANNEX – I

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

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

Note:

1. Scanned copies of **completion certificate** to be submitted in the technical bid in case of completed consultancy works and scanned copies of work order / agreement to be submitted in case of ongoing consultancy works to substantiate the experience.
2. Similar works means providing consultancy services for preparation of detail project reports / techno economic feasibility study for construction of Ports, river terminals, riverine structure, IWT terminals, logistics hub etc.

(Sign. and Seal of Consultant)

ANNEX -II

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

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

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

(Sign. and Seal of Consultant)

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 control.

Bank Account Number _____

RTGS/NEFT/IFSC CODE _____

NAME OF THE BANK _____

ADDRESS OF THE BRANCH
OF THE BANK _____

BRANCH CODE _____

ACCOUNT TYPE _____

(SAVING/CURRENT/OTHERS)

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith

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

Signature of Authorized Signatory

Date

BANK CERTIFICATION

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

Authorized Signatory

Date :
No. _____

Authorization

Name _____

FORM OF AGREEMENT BETWEEN EMPLOYER AND THE TENDERER

Form of Contract

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

WHEREAS

- (a) The Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide Consultancy services FOR PREPERATION OF DETAIL PROJECT REPORT (DPR) FOR CONSTRUCTION OF IWT TERMINAL AT SAHIBGANJ IN JHARKHAND ON NW-1 IN INDIA in response to the Notice Inviting Tender by the Employer ;
- (b) The “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract and at a total fee of Rs..... (Rupees..... Only),
- (c) The Consultant has furnished the prescribed Security Deposit amounting to Rs..... (Rupees..... only) in the form of Bank guarantee No..... dated..... Valid till..... issued by.....

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Tender document
 - (b) The original proposal furnished by the Consultant.
 - (c) Letter of award of Consultancy No..... dated.....
 - (d) Acceptance letter dated furnished by the Consultant.

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

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

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

Signed by -----
In presence of

1. For and on behalf of the Employer

(Witnesses)

(i) [Authorized Representative]

(ii)

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

(Witnesses)

(i)

(ii) [Authorized Representative]

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Chairman, Inland Waterways Authority of India (IWAI) represented through Chief Engineer/ Officer Authorized to Sign the Contract on behalf of IWAI.

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

AND

.....

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. IWAI/PR/1/Terminal/Sahibganj/2014-15) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Preparation of Detail Project Report (DPR) for Construction of IWT terminal at Sahibganj in Jharkhand (India) on river Ganga (National Waterway-1)” hereinafter referred to as the “Contract”.

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

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

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

(A) Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

(B) Commitment of the Bidder(s)/Consultant(s)

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

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

(C) Consequences of Breach

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

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

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

(D) Previous Transgression

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

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

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

(F) Duration of the Pact

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

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

(G) Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

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

(H) Legal and Prior Rights

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

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

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

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

WITNESSES:

WITNESSES:

1.
 (signature, name and address)

1.
 (signature, name and address)

2.
 (signature, name and address)

2.
 (signature, name and address)

Place:

Place:

Date :

Date :

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT
(To be submitted on Non-judicial Stamp Paper of Rs. 100/-)

To,

The Chairman
Inland Waterways Authority of India
A-13, Sector-1
Noida-201301

In consideration of the Chairman, Inland Waterways Authority of India (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Consultant**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for CONSULTANCY SERVICES FOR PREPERATION OF DETAIL PROJECT REPORT (DPR) FOR CONSTRUCTION OF IWT TERMINAL AT SAHIBGANJ IN JHARKHAND ON NW-1 IN INDIA on production of Performance security in the form of Bank Guarantee for Rs (Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Contract Agreement.

2. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Consultant’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees.....only).

3. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the **Consultant** shall have no claim against us for making such payment.

4. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultant** and accordingly discharge this Guarantee after defects liability period of one year from the date

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

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

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

7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... (Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

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

9. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of..... 2015
for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the Bank and Branch. (SEAL)

STANDARD FORM FOR FINANCIAL PROPOSAL

Sl. No.	ITEM	PRICE (in Rs.)
1.	Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of IWT terminal at Sahibganj in Jharkhand (India) on river Ganga (National Waterway-1) in accordance with Tender No. IWAI/PR/1/Terminal/Sahibganj/2014-15	
2.	Service tax and other taxes, if any.	
TOTAL		

Rupees (in words):

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

Authorized Signatory

Name:

Designation

Name of firm.....

Address.....

Index Map of Sahibganj Terminal Site

