



REQUEST FOR QUALIFICATION (RFQ)

FOR

RENOVATION OF EXISTING FLOATING TERMINAL ON PILOT PROJECT BASIS
AT PANDU (GUWAHATI) ON RIVER BRAHMAPUTRA (NATIONAL WATERWAY - 2)

INLAND WATERWAYS AUTHORITY OF INDIA

TENDER No. IWAI/PR2/3/2015-16_Vol-I

OCTOBER 2017

DISCLAIMER

1. This RFQ document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this RFQ is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFQ.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document and it is not possible for IWAI to consider particular needs of each party who reads or uses this RFQ document. This RFQ includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the renovation of existing Floating Terminal on pilot project basis at Pandu (Guwahati) on River Brahmaputra (National Waterway - 2). Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ document, any matter deemed to form part of this RFQ document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this RFQ does not imply that IWAI is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for this Work and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this RFQ document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this RFQ document. Such revisions to the RFQ / amended RFQ will be made available on the website of IWAI.

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INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301**Tel (0120) 2474093: Fax (0120) 2522969**Email: srmaurya.iwai@nic.in;Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>**NOTICE INVITING E-TENDER****a) INTRODUCTION:**

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from the reputed and registered Contractors / Companies / Firms for prequalification for the work of "Renovation of existing Floating Terminal on Pilot Project Basis at Pandu (Guwahati) on River Brahmaputra (National Waterway - 2)".

b) CRITICAL DATA SHEET:

Interested parties may download the RFQ document online from the site "<https://eprocure.gov.in/eprocure/appand>" & IWAI's website "www.iwai.nic.in" and are advised to pay INR 1,000/- (Rupees One Thousand only) as mentioned in Clause 5.1 through RTGS. The cost of RFQ Document is Non-Refundable.

Document Download Start Date	31.10.2017
Date of submission of pre-bid queries	15.11.2017
Pre-bid meeting	16.11.2017 at 1530 hrs
Bid Submission Last Date	27.11.2017 up to 1500 hrs
Bid Opening Date	28.11. 2017 at 1530 hrs
Cost of RFQ Document	INR 1,000/-
Earnest Money Deposit (EMD)	INR 2,60,000

c) SCOPE OF THE WORK:

In brief, the Scope of Work for the appointed firm shall be modification / upgradation of the Floating Terminal facility at one location only i.e. at Pandu (Guwahati) on pilot project basis. The detailed Employers requirement shall be as described in the Annex B of this RFQ.

d) METHOD OF SELECTION:

Bidder will be prequalified based on the Qualification Criteria established as per Clause 7.0, 16 & 17 and procedures as described in this RFQ and thereafter, the successful Bidders shall be invited for Financial Bid in terms of Clause 2.2 of this RFQ.

e) CLARIFICATIONS:

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

Director (NER)

Inland Waterways Authority of India

A-13, Sector – 1,

Noida-201301

Tel: (0120) 2474093, Fax (0120) 2522969

Email: [srmaurya.iwai@nic.in](mailto:sрмаurya.iwai@nic.in)

Website: www.iwai.nic.in

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

Director (NER)
Inland Waterway Authority of India
Noida

1. BACKGROUND AND BRIEF ABOUT PROJECT

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Shipping, Government of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways for the purposes of shipping and navigation. In April 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways by the National Waterways Act, 2016. These new National Waterways are under various stages of development / detailed project reports preparation.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmental friendly form of transport. When developed for use by modern inland waterway vessels operating on dependable right of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.
- 1.3 River Brahmaputra (National Waterway-2) from Bangladesh Border to Sadiya (891 km) is the most important National Waterway for the North Eastern Region (NER) of the country. As a part of developmental activities in this National Waterway (NW), Floating Terminals were setup at various locations to serve the requirement of cargo handling as well as embark / disembark facilities for passengers. On NW-2, twelve (12) Floating Terminals are being maintained at Hatsingimari, Dhubri, Jogighopa, Pandu (Guwahati), Tezpur, Silghat, Biswanathghat, Neamati, Sengajan, Bogibil, Dibrugarh / Oakland and Oriumghat. In addition, two permanent terminals have been developed by IWAI at Pandu (Guwahati) and Dhubri.
- 1.4 Out of the aforesaid twelve (12) Floating Terminal locations, IWAI desires to undertake / modify / upgrade six (06) Floating Terminals, located at Jogighopa, Pandu (Guwahati), Tezpur, Silghat, Biswanathghat, and Neamati.

2. OBJECTIVES

- 2.1 Out of the six (06) Floating Terminals envisaged to be modified / upgraded, as stated above under Clause 1.4, it is proposed, to start with, to undertake the work of modification / upgradation of the Floating Terminal facility at one location only i.e. at Pandu (Guwahati) on pilot project basis. The estimated cost of modification / upgradation of the said pilot project at Pandu (Guwahati) is INR 1.28 crore (INR One crore and Twenty Eight Lakhs). Based on the successful assembly and placement & operation of the Floating Terminal system at site i.e. at Pandu (Guwahati) including its maintenance for a certain specified period, separate tender shall be invited by IWAI for the work at remaining five (05) locations in due course of time.
- 2.2 This RFQ Document is invited to firm up the technical specifications, product availability in the market, and average market price of the technology in order to suit the project requirements. Further, the Bidders who fulfil specified technical and financial experience and capabilities would be considered qualified and be eligible for submission of Financial Bid which would be issued to the successful Bidders after the RFQ stage based on the Employers Requirement (with modification if any), supplemented with Financial Bid Form & Conditions of Contract. The basis of selection for further award of work will be as per Cost Based Selection (CBS) procedure which will be detailed in Financial Bid Document.
- 2.3 With this background, IWAI invites Bids from reputed Manufacturing organisations or their authorised agents or entities (hereinafter referred to as "Contractor") having experience majorly in "Design, Supply, Installation, Testing and Commissioning of Floating Terminals and Approach Trestle / Gangways".

- 2.4 The overall responsibility of the Contractor will encompass all the jobs required for carrying out this project from concept to commissioning, adhering to the time schedule, quality parameters and with no time and cost overrun. The Contractor will have to work in close co-ordination with IWAI and its deputed team and all major decisions shall be taken in consultation with them. Further, the team shall be responsible for completion of works as stipulated within time & cost parameters. The Contractor will also have to maintain the work on annual maintenance basis for 12 months, after completion of Defects Liability Period (i.e. 12 months), for which the Contractor will be paid separately by IWAI.

3. SCOPE OF WORK

The broad scope of work of the Contractor is as below, but not limited to this. In case any associated work is required for successful execution of the project then the same shall also be organized by him.

The scope of work shall include but not limited to the following:

- 3.1 An existing floating pontoon comprises of a steel pontoon of 35 m x 8.0 m (Approx. 0.7 m draft & 0.9 m Free Board) with adequate anchorage & mooring facility, and a gangway for bank connectivity. Presently IWAI is using a bamboo gangway at each location to provide temporary connectivity between the shore and the floating pontoon and allow the passengers / workmen to embark / disembark to / from the vessel. The bamboo gangway is normally of length of approximately 20m - 30m with bamboo pins, bamboo challis (mats) and wooden planks.
- 3.2 The said gangways are purely temporary and are not very safe for manual loading / unloading, if not maintained properly. These also do not have good aesthetic appearance. The bamboo structure also needs to be dismantled and removed frequently for adjustment with change in water levels even during both in lean and flood seasons. Considering the vertical water level fluctuation of about 10m and substantial shifting of low waterline between lean and flood season, position of low waterline and economics of the facility and need for a better facility from aesthetic angle, it is proposed to provide a floating gangway between the bank and the vessel throughout the year for connectivity using modern technology with suitable floating material as per the Employers requirements mentioned herein in Para 2.1 of Annex – B.
- 3.3 The system comprises of a suitable gangway fabricated of floating body segments woven with the help of connectors to have a floating surface from pontoon to low waterline both during lean and flood seasons. From low waterline to high bank, the above floating surface rests on firm ground / on steel chequered plates to have a smooth ramp when floating cubes rests on ground during lean season. The same will float during high waters. The above gangway will be made by connecting each segment. A floating enclosure would be constructed around the steel pontoon to berth smaller boats and life rafts. A schematic layout is attached for reference at Annex - C.
- 3.4 The proposal should also include anti-skid matting on steel pontoon with provision of an enclosure / fencing with stainless or aluminium or equivalent steel rail guards with all safety, operational installations in order to give elegant aesthetic look, apart from maintaining robust platform to fulfil operational requirements.
- 3.5 The detailed Employers requirements containing the technical and operational parameters are given in Annex - B.
- ### 4. INTRODUCTION
- 4.1 The Employer will prequalify construction firm / organization (the "Contractor") in accordance with the method of selection specified in Clause 16 & 17 below.

- 4.2 The date, time and address for submission of the Bids is mentioned as below:

Date : 27.11.2017

Time : 1500 hrs

Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301

- 4.3 All costs towards preparation and submission of the Bids and other related documents shall be borne entirely by the Bidders and the Employer, in no case will be responsible or liable for any such costs, regardless of the outcome of the Proposal.

- 4.4 The Employer is not bound to accept any bid and reserves the right to annul the selection process at any time prior to contract award, without assigning any reason thereof.

5. COST OF RFQ DOCUMENT

- 5.1 All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, are required to pay the cost of RFQ Document in the below mentioned account through RTGS. The cost of RFQ Document is Non-Refundable.

i.) Cost of RFQ Document	INR 1,000 (INR One Thousand Only)
ii.) Name of Bank Account:	IWAI FUND
iii.) Bank Name and Address	Syndicate Bank, Transport Bhawan, New Delhi
iv.) Bank Account Number	90622150000086
v.) IFSC	SYNB0009062

6. EARNEST MONEY DEPOSIT (EMD)

- 6.1 Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, shall furnish EMD of INR 2.60 Lakhs. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

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

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

- 6.3 A part of earnest money is acceptable in the form of Bank Guarantee also. In such cases, 50% of earnest money or INR 20 lakh whichever is less, will have to be deposited through RTGS and balance may be deposited in shape of Bank Guarantee of any scheduled bank having Validity for six months or more from the last date of receipt of bids.

- 6.4 No interest shall be payable by the Employer for the sum deposited as EMD.

- 6.5 The EMD of the unsuccessful bidders would be returned within one month from the invitation of submission of Financial Bids to the successful Bidder.
- 6.6 Part of EMD acceptable in the form of Bank Guarantee shall be deposited as per attached Bank Guarantee format (Annex A9).
- 6.7 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bids is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) If the Bids is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (iii) If the Bidder tries to influence the evaluation process.
 - (iv) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
 - (v) In case a Bidder revokes or withdraws his Tender or vary any terms in regard thereof without the consent of the Employer in writing.
 - (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.

7. BIDDER ELIGIBILITY CRITERIA

- 7.1 The Bidder should be a Single Entity (Firm / Company) registered in India and should be of National or International repute. Appropriate documents as enlisted in Clause 15.4 supporting their status must be submitted.
- 7.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in Clause 16.1.1 below. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, issued by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 7.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Clause 16.1.1 below. Submission of completion certificate from the client on its letter head along with supporting documents as mentioned in Clause 7.2 above is mandatory to qualify.
- 7.4 Average Annual Turnover during each of the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 16.1.2 below. The Bidders shall provide Financial Turnover of the firm for the last three years duly certified by Statutory Auditors.
- 7.5 Any entity which has been barred by the Central Government, any State Government, a Statutory Employer or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid submission, would not be eligible to submit the Bid. Moreover, if the Bidder has been terminated / barred by IWAI during the currency of the contract for non-fulfilment of contractual obligations for the last 3 years from the date of Bid submission, would also not be eligible to submit the Bid.
- 7.6 The "Similar Works" experience of parent company / subsidiary / sister Company of the Bidder shall not be considered.
- 7.7 The Bidder shall offer and make available the list of all Key Personnel along with their designation and expertise. A brief CV of the proposed person should be submitted. During the tenure of contract if warranted, then the Bidder will be allowed to change / replace the Key Personnel with a prior approval from Engineer-in-charge.

- 7.8 The Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 7.9 The Bidder shall also indicate the following:
- i. The Bidder shall have adequate resources for successful execution of the works. The Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India in the name of the Bidder for an amount equal to 40% of the estimated cost of this project. The solvency certificate submitted by the Bidder shall not be older than one year from the last date of Bid Submission. In case the Bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.
 - ii. The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed during the last three financial years.

8. PRE-BID MEETING

- 8.1 A Pre-Bid meeting shall be held as per the date and time mentioned below:
Date : 16.11.2017
Time : 1530 hrs
Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
- 8.2 Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorised signatory of his / her organisation permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. It may be noted that all the queries / clarifications should be sought in writing or by e-mail within the due date which will be announced in the pre-bid meeting.

9 CLARIFICATIONS AND ADDENDUMS

- 9.1 The Bidders may request to submit pre bid queries/ clarification of the document within the stipulated dated mentioned as under. Any request for clarification must be sent in writing, or by e-mail to the Employer's address as indicated.

Date : 15.11.2017

Email Id: srmaurya.iwai@nic.in

No request for the clarification shall be entertained if such request is received by the Employer after the timeline for submitting clarifications.

- 9.2 The Employer will respond in writing or by uploading the clarification on IWAI e-procurement / official website (including an explanation of the query but without identifying the source of query) to the Bidders. Should the Employer deem it necessary to amend the RFQ Document as a result of a clarification or otherwise, it shall do so following the procedure mentioned hereunder:

At any time before the submission of Bids, the Employer may amend the RFQ Document by issuing an addendum / corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment will be uploaded on the website as well as sent to all the Bidders and will be binding on them. To give Bidders reasonable time to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of

Bids. The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in".

10 LANGUAGE

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

11 NUMBER OF BIDS

A Bidder can submit one bid and as a Single Entity only. Bids in Joint Venture / Consortium are not allowed. In case a bidder submits or participates in more than one bid, all the bids of the bidder shall be rejected summarily. The Bids submitted by the Bidders must remain valid for 90 days from the date of Bid submission. However, the Employer may request the Bidders to extend the validity period of their Bids. The Bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

12 CONFLICT OF INTEREST

- 12.1 Employer requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 12.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-
- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment / job other than design and build assignment / job for a project shall be disqualified from providing design and build assignment / job related to those goods, works or assignments / jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than design and build assignment / job resulting from or directly related to the firm's design and build assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than design and build assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.
 - (b) **Conflicting assignment/ job:** A Contractor (including its Personnel and Sub-Contractor(s)) or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
 - (c) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the

Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

13 ACKNOWLEDGEMENT BY BIDDER

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

- 13.1 Made a complete and careful examination of the RFQ;
- 13.2 Received all relevant information requested from the Employer;
- 13.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.
- 13.4 Updated itself about any amendments / clarifications that have been posted on the website in terms of Clause 9.0 above.
- 13.5 Acknowledged that it does not have a Conflict of Interest; and
- 13.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this RFQ document.

14 BID OPENING AND EVALUATION PROCESS

- 14.1 All bids received by due date will be opened in the presence of the Bidders or their authorised representative who-so-ever wishes to attend. Absence of the Bidders or their authorised representatives, however, shall not obstruct or prevent the opening of the bids in any way. The Bidders or their authorised representatives, who are present at the time of opening of bids, shall sign in a register to record their presence. During opening of bids, authorised representative of the Employer will read out the names of the Bidders who have submitted the bids.
- 14.2 If the deadline specified falls on a Government holiday, the deadline shall stand extended automatically to the next working day.
- 14.3 From the time the bids are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and / or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of bids, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 14.4 The Employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.

- 14.5 The TEC shall evaluate the submission against RFQ invitation on the basis of their responsiveness to the Scope of Work and by applying the evaluation criteria specified in Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria & qualification criteria as mentioned in Clause 7 and Clause 16. Only responsive bids shall be further taken up for evaluation.
- 14.6 All the bids received by the Employer after the specified Bid Submission date & time or any extension thereof, shall not be considered for evaluation and shall be summarily rejected.
- 14.7 During the process of evaluation, the Employer may request the Bidders to furnish the necessary clarifications expeditiously by post / courier / fax / e-mail or by any other fastest means of communication to the Employer. After evaluation, only shortlisted Bidders shall be invited for further process of selection.
- 15 SUBMISSION OF BIDS**
- The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 15.1 Guidelines for e-submission of the Bids**
- 15.1.1 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Contractors / Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 15.1.2 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enrol Here" on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.
- 15.1.3 Bidders need to login to the site through their user ID/password chosen during enrolment / registration.
- 15.1.4 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY / TCS / node / eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 15.1.5 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 15.1.6 Bidder may go through the RFQ document published on the site and download the required RFQ document/schedules in which the Bidder is interested.
- 15.1.7 After downloading/getting the RFQ document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 15.1.8 If there are any clarifications, this may be obtained online through the tender site, or through the contact details as specified in Clause 8 & 9 above. The Bidder should also take into account the addendum / corrigendum published before submitting the Bids online.
- 15.1.9 Then the Bidder may log into the site through the secured log in by giving the user id / password chosen during enrolment / registration and then by giving the password of the e-Token / Smart card to access DSC.
- 15.1.10 Bidder selects the tender which he / she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 15.1.11 From the favourite's folder, he selects the tender to view all the details indicated.
- 15.1.12 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.

- 15.1.13 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 as specified below. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 15.1.14 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space" option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 15.1.15 Bidder should submit the scanned proof of the cost of RFQ Document / EMD for the amount as specified in Clause 5 & 6 above. The original payment instruments should be posted / couriered / given in person to the Employer within the due date and at the address as mentioned in this RFQ Document.
- 15.1.16 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 15.1.17 The Bidder has to select the payment option as offline to pay the Cost of RFQ Document / EMD as applicable and enter details of the instruments.
- 15.1.18 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.
- 15.1.19 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 15.1.20 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 15.1.21 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 15.1.22 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.
- 15.1.23 The Bidder should ensure / see that the Bid documents submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 15.1.24 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 15.1.25 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.
- 15.1.26 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.

15.1.27 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.

15.1.28 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.

15.1.29 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.

15.1.30 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.

15.1.31 The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode. No bid shall be modified after the deadline for submission of bids.

15.2 The Hard Copy of original instrument i.e. Cost of the RFQ Document and EMD must be delivered to the office of Director (NER), IWAI (Noida) on or before Bid Closing Date & Time. Bids submitted without original payment instrument i.e. RFQ document fee & EMD against the submitted Bid shall automatically become ineligible and shall not be considered.

15.3 The Technical bids, completed in all respects, should be submitted as per sequence mentioned below:

General Documents

- a) Scanned Copy of the proof of Cost of RFQ Document & EMD
- b) Bidder Information Form as per Annex A1
- c) Background of the organization
- d) Power of Attorney for the authorised person of the Bidder as per Annex A2. This Annex shall be accompanied by a copy of company identity card or general identity card (Passport / Driving License / Voter's ID etc.) of the authorised representative.
- e) Composition / Ownership / Shareholding pattern of the organisation
- f) Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- g) Registration/incorporation certificate of the company/Firm
- h) Original RFQ document with all addendums and corrigendum issued till bid submission date duly stamped and signed by the authorised signatory of the bidder.

Financial Eligibility Documents

- a) Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year
- b) Scanned copy of GST Registration certificate.
- c) Scanned copy of PAN card of the Bidder.
- d) Copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- e) Annex A3 for Average Annual Turnover.
- f) Annex A4 for Bid Capacity
- g) Proof of Bank Solvency for the amount as specified in Clause 7.9 (i) above.

Technical Eligibility Documents

- a) Copies of completion certificate issued by client on letter head for "Similar Works" executed by the Bidder in last seven years. The submitted certificates shall comply with the conditions laid in Clause 7.2. Such eligible projects shall be supplied in Annex A5.
- b) Copies of work order / agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of ongoing assignments as per Annex A6.
- c) The Approach and Methodology to be adopted
- d) Detailed Work Plan
- e) Scanned copy of the list of experts / key personnel along with complete signed CVs in the prescribe format Annex A7
- f) List of Equipment's as per the prescribed format Annex A8
- g) Details of Annual Maintenance Contracts, relating to Floating Jetties.
- h) Details of agencies intended to be deployed for design, implementation, testing & commissioning.
- i) Details of proposal for statutory clearances with regard to safety and operation
- j) The Bidder must furnish the life-cycle costing of their product and technological services along with comparison of suitability to other conventional product available in the market, in order to provide broader in-depth view.

16 QUALIFICATION CRITERIA

To qualify for this RFQ, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.4 below. Not satisfying any of the qualification criteria will render the bid non-responsive.

16.1.1 Qualification Criteria for Floating Terminals

The Bidder should have successfully completed "Similar Works" in previous seven (7) years before the last date of the Bid Submission as per the criteria specified below.

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

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

For this purpose, "**Similar Works**" means "Design, Supply, Erection, Testing and Commissioning of permanent / temporary terminals, jetties, gangways with suitable floating material with accessories etc. in rivers, sea, lakes, backwaters and ports".

16.1.2 Qualification Criteria for Average Annual Turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17

Should not be less than the estimated cost of this project to qualify for this work.

16.1.3 Qualification Criteria for Bid capacity

- a) The Bidder shall submit the details asked for the Bid capacity as per the format prescribed in Annex A4.
- b) The Bid Capacity of the Bidder must be equal to or more than the estimated cost of this work.
- c) In case the Bid capacity of the Bidder is less than the estimated cost of the work, his bid shall be cancelled and such Bidder shall not be considered for opening of Financial Bid even if he has been determined eligible in other criteria's set forth in the RFQ Document.

16.1.4 Qualification Criteria for Work Plan and Methodology Statement

- a) The Bidder shall submit the work plan indicating the deployment schedule (manpower, equipment) in bar chart format, approach to work, computed monthly progress etc.
- b) The Bidder shall submit the methodology to be adopted for successful completion of the work.
- c) The Bidder must furnish the life-cycle costing of their product and technological services along with comparison of suitability to other conventional product available in the market, in order to provide broader in-depth view.

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

17 SELECTION PROCEDURE

All the Bidders meeting the above minimum eligibility requirements given under Para 16.0 will be invited for making a presentation. The points earmarked for evaluation of Bids would be as follows:

Sr. No.	Evaluation Criteria (Description)	Maximum Marks
1	Years of Experience from date of incorporation	10
1.1	Up to 2 years	0
1.2	More than 2 years and up to 3 years	5
1.3	More than 3 years and up to 5 years	7
1.4	More than 5 years and up to 7 years	9
1.5	More than 7 years	10
2	Experience of working with Govt. & Quasi - Govt. organizations	10
3	Experience of working on similar projects	25
3.1	Each similar project up to maximum 3 projects @ 5 marks per project	15
3.2	For each additional similar project up to maximum 2 projects @ 5 marks per project	10
4	Manufacturing facility owned or authorised by OEM	5
5	Successful completion of Annual Maintenance Period for 12 months	10
6	Approach & Methodology	20
7	Presentation by agency with regard to Technology, its performance and comparison with other technology available in the market	20
8	Total	100

Based on the above evaluation, Bidders who will secure more than 75 marks out of 100 marks shall be shortlisted for submission of Financial Bid which would be issued to the successful Bidders after the RFQ stage. The basis of selection for further award of work will be as per Cost Based Selection (CBS) procedure which will be detailed in Financial Bid Document.

18 FRAUD AND CORRUPT PRACTICES

18.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Employer shall reject a Bid without being liable in any

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

- 18.2 Without prejudice to the rights of the Employer and the rights and remedies which the Employer may have under the LOA or the Agreement, if a Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, such Bidder shall not be eligible to participate in any tender issued by the Employer during a period of two years from the date such Bidder, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

Disclaimer: This document is neither an order nor commitment to award any work, in part or full, to any contractor or agency by IWAI and IWAI reserves the right to cancel or terminate the processing of Prequalification at any stage, without assigning any reason to anybody, whatsoever be the circumstances.

Director (NER)
Inland Waterway Authority of India
Noida

ANNEX A1: BIDDERS INFORMATION FORM**Bidder name:***[insert full name]***Bidder's country of registration:***[indicate country of registration]***Bidder's year of constitution:***[indicate year of constitution]***Bidder's legal address in country of constitution:***[insert street/ number/ town or city/ country]***Bidder's authorized representative information****Name:** *[insert full name]***Address:** *[insert street/ number/ town or city/ country]***Telephone/Fax numbers:** *[insert telephone/fax numbers, including country and city codes]***E-mail address:** *[indicate e-mail address]***1. Attached are copies of original documents of**

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

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

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

ANNEX A2: POWER OF ATTORNEY**(for authorized representative of the bidder)****(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)**

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms.son/daughter/wife and presently residing at.....who is presently employed with/retained by us and holding the position of,as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "Renovation of existing Floating Terminal on pilot project basis at Pandu (Guwahati) on river Brahmaputra (National Waterway - 2). The selection of Contractor for Inland Waterways Authority of India (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

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

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

For ...

(Signature, Name, Designation and Address) Witnesses:

1.....

2.

Accepted

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

ANNEX A3: AVERAGE ANNUAL TURNOVER OF THE BIDDER

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

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. This Form shall be submitted on the letter head of the Statutory Auditor.

ANNEX A4: BID CAPACITY

Eligibility and Qualification Criteria	Compliance Requirements	Documentation
		Submission requirements
Available Bid Capacity should be More than value of contract/ contracts applied for		Annex A5 & Annex A6

Bid Capacity= $[(A \times N^2) - B]$, where

A= Maximum value of works executed in any one year during the last five years (updated to the current price level), in INR

B= Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited

N= No. of years prescribed for completion of works for which bids are invited (i.e. 0.5).

ANNEX A5: ELIGIBLE PROJECTS**Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience**

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

“Similar Works¹” have been defined in Clause 16.1.1 and would mean “Design, Supply, Erection, Testing and Commissioning of permanent / temporary terminals, jetties, gangways with suitable floating material with accessories etc. in rivers, sea, lakes, backwaters and ports.”

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

Firm's Name :

Authorized Signature :

Notes:

- For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
- Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
- In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
- Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)

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

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 7.2. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 7.2 and defined hereinafter in Footnote 4 below from the Client will not be considered.

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

5. In case, exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

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

ANNEX A6: LIST OF ONGOING ASSIGNMENTS

SI No.	Full Postal Address of Client & Name of office r-in- charge	Descript ion of the work includin g type of terminal / jetty/ gangwa y with suitable floating material	Total Contr act Value	Value of the work complet ed till last date of the previous month from the Bid Submiss ion Date	Outstand ing / Balance Value of the work till last date of the previous month from the Bid Submissi on Date	Date of commence ment of work	Schedul ed complet ion period	Average complet ion as on date	Expecte d date of complet ion

ANNEX A7: LIST OF KEY PERSONNEL

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

Notes:

1. The Bidder can propose the key personal required for works as per the scope defined in the Document. A brief CV of the proposed person shall be submitted.
2. During the tenure of contract if warranted, then the Bidder is allowed to change / replace the Key Personnel with a prior approval from Engineer-in-charge.

ANNEX A8: LIST OF THE EQUIPMENTS

(Proposed and assessment of the equipment & deployment schedule)

SL. No	Name of equipment/Land equipment proposed (with registration numbers wherever applicable)	Technical details i.e. type, size, machineries including registration & survey certificates, year of procurement	Rated capacity	Expected Output per hour to be achieved during operation *	Whether owned or to be hired/procured	Remarks (Additional Relevant information)

* To be mentioned whether the assessment on the output to be achieved is for one shift or two shift operation and duration of each shift:-

Note:

1. If owned, the registration certificates and year of procurement for the proposed machinery should be appended with this Form
2. In case of hired equipment's, the consent letter from the owner of the equipment is to be appended.
3. In case of equipment to be procured, status of timelines of procurement to be included.
4. If required, separate / additional sheets can be used.

(Signature of authorized representative)

ANNEX A9: BANK GUARANTEE FORM FOR EMD

The Chairperson,

Inland Waterways Authority of India,

A-13, Sector – 1, Noida - 201 301,

District: - Gautam Buddha Nagar (U.P.)

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

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

The conditions of this obligation are:

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

Or

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

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

ANNEX A10: FORMAT FOR PRE BID QUERIES BY BIDDERS

(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Clause, Sub Clause No and Page No. of RFQ	Description of RFQ Document clause	Query along with suggestion (if any)
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

ANNEX – B – EMPLOYERS REQUIREMENTS**1. TIMELINES**

- 1.1. The contractor will have to enter into contract agreement after award of work which will constitute of all correspondences and terms & conditions exchanged, from time to time, between IWAI and successful bidder.
- 1.2. The Contract duration for the entire scope of work for renovation of existing Floating Terminal at Pandu (Guwahati) shall be six (06) months.
- 1.3. **Defect Liability Period:** After completion of the entire work and handing over to IWAI, the contractor will maintain the commissioned work, under defect liability, for a period of 12 months. The defects, occurring against manufacturing defects, workmanship and serviceability of the various components, individually or compositely to entire work, as per conditions.
- 1.4. **Annual Maintenance:** The contractor has to maintain the work on annual maintenance contract basis for 12 months, after completion of Defect Liability Period, for which contractor will be paid separately by IWAI.

2. TECHNICAL SPECIFICATIONS

2.1. The floating material proposed shall meet the following broad technical specifications:

Sr. No.	Particulars	Details	Remarks
1.	Size	35m. x 8m. (Steel Pontoon existing). Matting to be done suitably	
2.	Material for construction for module / block.	FRP or Poly-urea filled with Polystyrene buoyant foam or HDPE – 5261 Z or equivalent	Use of re-cycled material shall not be accepted. Proof of purchase of fresh material to be submitted. Applicable test certificates for the material, from Government approved laboratory to be submitted. Contractor shall propose the physical parameters of the materials proposed
3.	Size & Weight of each module/ block	To be proposed by Bidder	
4.	Weight carrying capacity of module / block	360 kg/m ² . or more	
5.	Deck/Top Cover	Material shall be same as module or Wood Plastic Composite (WPC). Floor finish shall be Anti-skid and as approved by IWAI.	
6.	Minimum Reserve Buoyancy	25% under design loading conditions	
7.	Frames	Aluminium Alloy Grade – 6082 T5/T6 marine grade or equivalent	

8.	Connectors	All fasteners / connectors shall be of Stainless steel OR of same material, as of module / block.	
9.	Working Life	15 years or more	
10.	Temperature Resistance Range	-10° to 60° C	
11.	Resistance to Impact, De-gradation, Chemicals, UV rays etc.	High	
12.	Handrails	Fabricated out of Stainless Steel, 750 mm high. Reflective stickers to be provided on all the four sides.	
13.	Anchors	Minimum four nos. with adequate capacity to transfer the mooring forces.	
14.	Quality Assurance	Material test certificates, for the applicable parameters / properties, from relevant Govt. approved authority to be submitted.	
15.	Final certification	Final testing at site of the assembly, with respect to stability and safety, along with certification to be submitted to IWAI	
16.	Hydrographic data	The contractor shall take into account the following parameters: Velocity of flow: 0.3-6 metres/sec Water level variation vertical: 8 metres	

The bidder shall visit all the proposed locations for providing the described floating gangways with accessories and collect information and details required for the design and installation of the same. It is deemed that the bidder has visited the locations and collected the required site information and details prior to submitting of expression of interest. No claim what so ever shall be entertained in future on this account.

2.1.1. Jetty arrangements

While fixing the matting, railing etc., previously installed accessories on deck relating to operation and safety, may be dismantled temporarily and same shall be restored (like mooring, fenders, etc), as per the directions of IWAI.

2.1.2. Accessories

Accessories such as crow bar, bolt cutter, tin snipper, harness cutting tool, pair of fire resistant gloves one each shall be provided along with appropriate storage system with lock and key with each site.

2.1.3 Approach trestle/gangway

The gangway proposed is floating type with all the specifications, including material of construction, similar to Para - 2.1.

The broad dimensions are tabulated below:-

Length Over All	Varies from 50.00 m to 300.00 m – 6.0m long block shall remain fixed with Floating Terminal and balance length shall be provided in segments of appropriate length which should have provision of assembly or detachment, as per site requirement with fluctuation of water level.
Breadth Over All	2.00 m- main approach and 1.5 m-side approach
Free board minimum	0.30 m for loading of 2kN/m ²

- (i) A suitable MS hot dip galvanized frame work shall be fabricated with suitable anti-skid surface on the top.
- (ii) A suitable no. of segments shall be connected together through a suitable arrangement to form the complete gangway / walkway to the steel pontoon. The connections of these segments should be such as to adjust to the undulation of the sloping riverbed in low water level as well.
- (iii) This gangway shall be fixed to the steel envelop on one end and be fixed to the ground at the entrance. A suitable arrangement at pontoon junction shall be made for smooth interchange during flood and lean seasons. Powder coated human guard rails shall be fixed to the sides of this gangway as a safety feature.
- (iv) The gangway shall be equipped with a solar powered Flashing Beacon (white/yellow flashes of 22-30 flashing per minute) as approved by the Engineer-in-charge to ensure night operations
- (v) A suitable ramp to be given to cater to the height difference in the segment and the steel pontoon. A floating enclosure of size depicted in the schematic drawing shall assembled and mooring in location to berth smaller boats such as speed boats and dinghy's. Suitable nos. bollards to be provided on each side of floating enclosure.
- (vi) The Top Surface of the existing steel pontoon shall be covered with anti-skid covering with suitable openings for the manholes in the steel pontoon. Human guard rails to be fixed on 3 side of the steel pontoon.
- (vii) The pathway will be 2m in width.
- (viii) The principal dimensions shown under Para 2, are approximate only. Minor variations in the above dimensions would be considered provided the functional requirement of the gangway is met and approved by IWAI.

3. QUALITY CONTROL

Quality Control System

The Contractor shall prepare and submit for the Engineer-in-charge's approval, not later than 21 days prior to the commencement of works, his detailed proposals for a quality control system for execution of works including allied infrastructure works. The Engineer-in-charge written approval of the system shall be obtained prior to commencement of work and the system shall not be altered by the Contractor without the written permission of the Engineer-in-charge.

The quality control system shall clearly indicate, inter alia:

- Contractor's personnel responsible for quality control;

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- Method of monitoring and determining the type of material being used;
 - Method of determining whether the material is suitable for works;
 - System for obtaining approval from the Engineer-in-charge or his Representative for all the works being carried out;

ANNEX C – SCHEMATIC LAYOUT

