

TENDER DOCUMENT

ENGAGEMENT OF CONSULTANT FOR PREPARATION OF DETAILED PROJECT REPORT (DPR)

FOR

**CONSTRUCTION OF NEW WEIR CUM BARRAGES &
RUBBER DAM WITH NAVIGATIONAL LOCKS, CHECK
DAMS AND RAISING/CONSTRUCTION OF
EMBANKMENTS ALONG WITH DRAINAGE SLUICES ETC.
ON BRAHMANI RIVER SYSTEM OF NATIONAL
WATERWAY-5 IN ODISHA, INDIA.**

Tender no. IWAI/NW5/11/DPR/2015-16

Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

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[August, 2016]

C O N T E N T S

Sl. No.	Particulars	Page No.
	NOTICE INVITING E-TENDER for Publication	3
1.	NOTICE INVITING E-TENDER	4 - 5
2.	INSTRUCTIONS TO THE CONSULTANT	6 - 8
3.	TERMS OF REFERENCE	12 - 20
4.	ELIGIBLE BIDDERS	21 - 22
5.	SUBMISSION OF TENDER	22 - 24
6.	ELIGIBILITY CRITERIA/EVALUATION OF BIDS	25 - 28
7.	AWARD OF CONTRACT	28
8.	CONFIDENTIALITY	29
9.	EARNEST MONEY DEPOSIT	29
10.	SECURITY DEPOSIT	29 - 30
11.	REMUNERATION/PAYMENT SCHEDULE	30
12.	GENERAL CONDITIONS OF CONTRACT	30 - 40
13.	CLARIFICATION AND/OR INTERPRETATION OF REPORT	40
14.	OWNERSHIP OF DOCUMENT AND COPY RIGHT	41
15.	FORCE MAJEURE	41
16.	LIQUIDATED DAMAGES	41
17.	ARBITRATION	41
18.	TERMINATION OF CONTRACT	42
19.	FRAUD AND CORRUPTION	42 - 43
20.	FORMATS (ANNEX) {I, II, III, IV, V, VI, VII, VII(A), VII(B), VIII, IX}	43 - 63
21.	INDEX MAP OF TERMINAL SITE	64

NOTICE INVITING E-TENDER
(for publishing in Newspaper)



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Tender no. IWAI/NW5/11/DPR/2015-16

IWAI invites tender in 2 cover system from experienced agencies of India and abroad for Engagement of consultant for preparation of DPR followed by FEED for construction of 4 Weirs cum Barrage with 3 navigational locks, 2 Check Dams & 1 Rubber Dam with navigational lock on NW-5 in Odisha. Cost of tender document is Rs. 5000/-. EMD for the work is Rs. 16.0 lakhs. Bid download starts date: 15-9-2016 at 5-00 p.m. Last date for submission of bids: 26-10-2016 upto 3-00 p.m. For tender document & detailed eligibility criteria can be downloaded from IWAI's website: www.iwai.nic.in & portal: <http://eprocure.gov.in/eprocure/app>.

Member (Traffic)



NOTICE INVITING E-TENDER

Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

Head Office: A-13, Sector-1, Noida-201301 (U.P.)

Tel: 0120-2530058/2543994 Faxes 0120-2543982/2543973

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Tender no. IWAI/NW5/11/DPR/2015-16

- (i) Inland Waterways Authority of India (IWAI) invites tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced agencies of India and abroad for "Engagement of consultant for preparation of Detailed Project Report (DPR) followed by FEED for construction of 04 (Four) Weirs cum Barrage with 03 (Three) navigational locks, 02 Check Dams & 01 Rubber Dam with navigational lock and raising/construction of embankments along with drainage sluices on NW-5 in Odisha, India. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>
- (ii) Estimated cost of work: Rs. 8.0 crore.
- (iii) Date of uploading of tender document on website of IWAI: 15.09.2016.
- (iv) Pre-bid Meeting: 27.09.2016 at 11:30 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.
- (v) Likely date of issue of pre-bid meeting minutes: 07.10.2016.
- (vi) Bid Submission start date: 18.10.2016 at 0930 hrs.
- (vii) Bid Closing/Document Download End Date & Time: 04.11.2016 at 15.00 hours.
- (viii) Bid Opening Date & Time: 04.11.2016 at 15.30 hours.
- (ix) Cost of Tender Document (Tender Fee): Rs. 5000/-.

- (x) Earnest Money Deposit (EMD): Rs 16,00,000/- [50% of earnest money, shall have to be deposited through RTGS, and balance amount 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 which is to be scanned and uploaded by the intending bidders.].
- (xi) The tender document can also be purchased from the office of Member (Traffic), IWAI, A-13, Sector-1, Noida, Pin-201301 (U.P) by paying Rs. 5,000/- (Rupees Five Thousand only) through RTGS in the following branch and account in favour of "IWAI fund".

The Chief Manager	}	Account no. - 90622150000086
Syndicate Bank		IFSC Code- SYNB0009062
Transport Bhawan		MICR Code- 110025077
New Delhi- 110001		

- (xii) 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 as provided Clause –xi above, 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.
- (xiii) Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed in each page for agreeing the same.
- (xiv) The complete bid as per the tender documents should submit to IWAI by 15:00 hours on 04.11.2016 and will be opened online on same day at 1530 hours at IWAI head office, A-13, Sector-1, Noida -201301 (U.P)
- (xv) The amount submitted through RTGS in the branch for tender fee {as specified in Sl. No.-(xi) above} and EMD {as specified in Section-9 } should be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, Noida-201301.
- (xvi) IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Member (Traffic)

2. INSTRUCTIONS TO CONSULTANTS (ITC):

2.1 Definitions:

- (a) **“Employer”** means the Chairman, Inland Waterways Authority of India (IWAI), A13, 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 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) forOdisha, 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) **“FFED”** means Front End Engineering Design.
- (j) **“Contract sum”** means the agreed and accepted Consultancy Fee as per the Letter of Award (LoA) including taxes as applicable as per the prevailing rates at the time of LoA.
- (k) **“Engineer-In-Charge (EIC)”** means the Engineer officer authorized to direct supervise and is In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.

- (l) **“Engineer-in-charge’s representative”** means any officer nominated by the Engineer-in-charge for day to day supervision and coordination for facilitating completion of the assignment as per the Contract.
- (m) **“Chairperson/Chairman”** means Chairperson/Chairman of Inland Waterways Authority of India.
- (n) **“Member (Technical)”** means Member (Technical) of Inland Waterways Authority of India.
- (o) **“Chief Engineer (Civil)”** means the Chief Engineer, Civil of the Authority.
- (p) **“Chief Engineer (P&M)”** means the Chief Engineer, Project & Marine of the Authority.
- (q) **“Director”** means the Director of the Authority, as the case may be.
- (r) **“Deputy Director”** means the Deputy Director of the Authority, as the case may be.
- (s) **“Assistant Director”** means the Assistant Director of the Authority, as the case may be.
- (t) **“Assistant Hydrographic Surveyor”** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (u) **“Work Order”** means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (v) **“Day”** means a calendar day beginning and ending at mid-night.
- (w) **“Week”** means seven consecutive calendar days
- (x) **“Month”** means the one Calendar month.
- (y) **“Site”** means the weir / barrage site, existing embankments or proposed embankments site, terminal site and / or other places through which the works are to be executed.
- (z) **“Vessel”** means the vessel/craft belonging to the Consultant/Employer for carrying out the work.
- (aa) **“Consultancy Services”** means Consultancy Services/Works to be executed in accordance with the contract.
- (bb) 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.
- (cc) **“EPC” contract** means Engineering, Procurement and Construction contract.
- (dd) **“PMC”** means Project Management Consultancy.

2.2 Joint Ventures:

Bids submitted by a Joint Venture (JV), which shall consist of not more than three firms as partners including the lead partner, shall comply with the following requirements:

- a) There shall be a Joint Venture Agreement (Refer Annex IX) or a Letter of Intent to form a Joint Venture, specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure - IX shall be submitted before any award of contract to the successful bidder, could be finalized.
- b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners . On award of contract, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).
- f) The bid submitted shall include all the relevant information as required under the provisions of Section 4.0 & 6.0 and furnished separately for each partner.
- g) The Joint Venture Agreement shall be registered to be legally valid and binding on all partners.

2.2 Instructions to the Consultants / Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement:

- a) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the consultants/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- b) Bidder should do the enrolment 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 Employers/bidders through e-mail ID provided.
- c) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- d) 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.
- e) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- f) 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.
- g) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- h) If there are any clarifications, this may be obtained online through the tender site, or through the contract details. Bidder should take into account of the corrigendum published before submitting the bids online.
- i) Bidder then logs 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.
- j) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- k) From the favourite's folder, he selects the tender to view all the details indicated.
- l) 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.

- m) 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.
- n) 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.
- o) 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.
- p) 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.
- q) While submitting the bids online, the bidder reads the term & conditions and accepts the same to proceed further to submit the bid packets.
- r) The details of the RTGS 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.
- s) 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 requirement of the tender requirements.
- t) 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.
- u) 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.

- v) 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.
- w) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record or 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.
- x) 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.
- y) 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.
- z) 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.
- aa) 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.
- ab) 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.
- ac) 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.
- ad) 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 contract person indicated in the tender.
- ae) 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.

Terms of Reference

Preparation of DETAILED PROJECT REPORT (DPR) for construction of new & upgrading existing weirs cum barrage with navigational locks, check dams, rubber dam with navigational lock and raising/construction of embankments along with drainage sluices on Brahmani river system of national waterway-5 in Odisha, India.

3.1 Introduction

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 in 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. Before March 2016, only five (5) National Waterways had been declared i.e.,

NW 1: the Ganga-Bhagirathi-Hooghly river system from Haldia to Allahabad (1620 km),

NW 2: the Brahmaputra from Dhubri to Sadiya (891 km),

NW 3: West Coast canal from Kottapuram to Kollam along with Champakara and Udyogmandal canals (205 km),

NW 4: Kakinada - Pondicherry canals integrated with rivers Godavari and Krishna (1095 km),

NW 5: East Coast canals along with river Brahmani and Mahanadi (621 km).

To enable Inland Waterways Authority of India (IWAI) to develop the feasible stretches for Shipping and Navigation, Government of India proposed 106 additional inland waterways. Government of India has repealed the previous waterway acts and declared a new act "The National Waterways Act, 2016" on March 26, 2016. As per the new act, the total number of national waterways has gone up to 111 from existing five national waterways.

3.2 Background

Inland Waterways Authority of India (IWAI), plans to develop river system of Brahmani, Kharsua, Mahanadi delta river, Matai River along with East Coast Canal (ECC) for navigation for a total length of 588 km with details as below:-

S. No.	Stretch	Length (in Km)
1.	Talcher to Jokadia	131
2.	Jokadia to Mangalgadi	106
3.	Mangalgadi to Dhamra	28
4.	Mangalgadi to Paradip	67
5.	Dhamra to Charbatia	39
6.	Charbatia to Geonkhali	217
Total		588

A map of the NW-5 is attached in section-21 for ready reference.

National Waterway-5 provides good hinterland connectivity to Paradip Port/Dhamra Port at Odisha with the mineral belt in and around Talcher, Daitary, Keonjhar & the upcoming industrial hubs at Talcher, Kalinganagar and Vyasnagar. The projected cargo for transportation through IWT mode on NW-5 are mainly the domestic coal produced by Mahanadi Coal Field, Iron Ore & chromite, imported coal for various industries such as steel plants, thermal power stations, fertilizers and finished products from the industries. NW-5 also provides connectivity to National Waterway-1 and National Waterway-2 through Indo-Bangladesh Protocol route as well as proposed NW-6 forming the “Eastern National Waterway Grid” for a total length of about 4800 km to serve more than 11 States of India as well as Bangladesh. This waterway will also provide connectivity to a number of major and non-major ports under planning & development stage along East Coast in Odisha and West Bengal. A map of National Waterways Grid is attached in section-21.

3.3 Program Objectives

IWAI plans to develop initially the Brahmani river system network from Pankapal to Padnival through Kharsua-Tantigai-Dhaikia-Kani rivers for navigation. This system has been studied by the WAPCOS as a part of DPR preparation and they submitted the DPR to IWAI in 2010. Subsequently, WAPCOS revised their report in 2015 and submitted their supplemented revised report in 2016. The above mentioned network has also been studied by IIT Guwahati who submitted the report in 2016. These reports will be made available to the bidders on demand. All these reports have suggested major technical interventions in the form of weirs cum barrages and check dams with/without navigational locks to achieve IWAI’s stated objective of providing round the year assured least available depth (LAD) of 3.0 mtr between Jokadia (Ponkapal) and Padnival. It may be noted that the stretch from Padnival to Dhamra/Paradip is tidal and LAD of 3.0 mtr can be maintained without much efforts by carrying out maintenance dredging as and when required.

The major recommendations of IIT Guwahati in their report, for the river network for maintaining 3.0 m LAD after thorough mathematical modelling studies are:

- **Kharsua river from Pankapal to Jokadia (Weir W1)**
 - Jokadia weir (W1) may be raised by 2.75 m with the provision of navigational lock from existing crest level to provide suitable navigational depths throughout the reach in all seasons.
 - 100 years flood simulation for existing Jokadia weir shows submergence varied between 0.75 m to 1.5 m above existing embankments. The existing embankments should be modified by raising the height from the present level.
- **Kharsua river from Jokadia to 7 km upstream of Sujanpur (Weir W2)**
 - Construction of a new weir/barrage (W2) of 4.25 m height with navigational lock to maintain navigational depths on this 22 km reach of the river.

- Accordingly, minor dredging will also be required in 4.0 km river reach downstream of Jokadia to make existing slope milder for achieving required LAD in this reach.
 - 100 years flood simulation for 1 m height weir shows submergence varied between 0.5 m to 1.7 m above existing embankments and 3.0 m at no embankment locations. Hence, the existing embankments should be modified by raising accordingly from the present level and new embankments to be constructed 3.0 m high at locations where no embankments are present.
- **Kharsua-Tantigal (Sujanpur) bifurcation (Weir W3) & Budha-Kharsua Confluence (Weir W4)**
- Sujanpur weir (W3) is raised by 2.60 m from existing crest level and additional 5.25 m weir (W4) at Budha-Kharsua confluence is proposed to capture water from Budha and maintain navigational depths throughout the reach in all seasons.
 - 100 years flood simulation for 1 m height weir shows that in upstream (Kharsua River above Tantigai bifurcation) the submergence varied from 0.75 m to 1.25 m above embankments and in downstream (Kharsua River after Tantigai bifurcation) the submergence is close to embankment level. At the location where no embankments are present the submergence is up to 3.0 m. Hence, the existing embankments should be revised accordingly.
- **Tantigai (Sujanpur) - Tantigai-Dhaikia (Check Dam C1 & C2)**
- Check dams of 2.5 m without navigational lock are proposed at Dudai (C1) and Bhogra (C2) rivers to divert complete lean season discharges to Dhaikia and dredging along the proposed route is also suggested for maintaining navigational depths.
 - 100 years flood simulation shows submergence up to 2.0 m above banks. As there are no embankments in this route, the same need to be constructed rising 2.0 m high from the banks.
- **Kani River till Padnipal (Rubber Dam with navigational lock W5)**
- The flow depth ranges during lean season in the Kani river are lesser than depths required for navigation. The navigable depths in this reach could be obtained either by dredging along with reducing width or providing 4.25 m Rubber Dam with navigational lock at the downstream along with minor dredging in the upstream.
 - 100 years flood simulation shows submergence up to 2.0 m above banks. The embankments need to be constructed along the route rising to a height of 2.0 m from the banks.

3.4 Objective of the Assignment:

IWAI has planned to develop 04 (Four) weirs cum barrage (03 nos. with Navigational Lock and 01 no. without Navigational lock), 01 (One) Rubber Dam

with navigational lock and 02 (two) check dams on Brahmani river network from Pankapal to Padnipal through Kharsua-Tantigai-Dhaikai-Kani for NW-5 as per the recommendations above. A sketch showing the proposed weirs/check dams is enclosed herewith as Annex-VIII for reference.

IWAI also plans to construct new embankments and raise existing embankments along with provision of under sluices. Hydrographic survey chart and Topographic survey of the site will be made available to the consultant by IWAI on their demand.

The objective of the study is to prepare a Detailed Project Report (DPR) followed by FEED and preparation of EPC tender document for construction of 03 weirs cum barrages with navigational locks, 01 weir cum barrage without navigational lock, 01 Rubber Dam with navigational lock and 02 check dams as recommended in the IIT Guwahati Report, please refer to enclosed sketch (Index Map of NW5 stretch to be covered in DPR. (*Section-21*))

3.5 Scope of Work

The scope of the assignment will include the following:

- (i) The Consultant will review all relevant earlier reports.
- (ii) The Consultant will undertake Topographical/Hydrographical survey and Geo-technical/Geological investigation at proposed weirs cum barrage, check dams & Rubber Dam with navigational lock locations and analyse the data for the purpose of design of structures as per prevailing guidelines.
- (iii) Site selection of weirs and check dams along with all details for land acquisition including ownership (private land and government land i.e. forest etc.) and estimated cost of land. IWAI will process the requisite permissions in respect of land availability from the State Revenue Departments. However, the successful consultant would assist IWAI for obtaining necessary permissions with required details by way of technical assistance and support with the adequate background papers & designs and follow up with the concerned department of the State Govt.
- (iv) Preparation of detailed layout plan, land development plan, along with detailed design and drawings, technical specifications, bill of quantities (BOQ) and cost estimates for all structures like weirs cum barrages, navigation locks, check dams and all allied structures/buildings/facilities like, control room etc., for executing the work in engineering, procurement and construction (EPC) mode. Provision of schedule and estimated cost of demolition of the existing weirs/barrages at Jokadia (W1) and Sujanpur (W3). The Department of Water Resources should be adequately consulted during the process of designing of the structures and the designs & drawings are to be vetted by the WRD, Govt. of Odisha prior to finalisation.
- (v) Preparation of realistic construction schedule for the weir cum barrage with navigational locks wherever proposed as per the mathematical modelling

report 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.

- (vi) Preparation of detailed design, drawings, technical specifications, bill of quantities (BOQ) and cost estimates for the river bank protection work including construction of new embankments; raising/strengthening of existing embankments; repair, renovation, modification & new construction of drainage sluices and protection to river banks at strategic locations against scour, river training works etc. required to prevent any flooding/erosion due to the rising of water level in the reservoir for executing the work in engineering, procurement and construction (EPC) mode. The concerned Departments of Govt. of Odisha i.e. WRD, PWD, RD, Railways, NH etc. are to be adequately consulted during the work and the design & drawings are to be vetted by concerned authorities prior to finalisation.
- (vii) Preparation of detailed layout plan along with detailed design & drawings, technical specifications and bill of quantities (BOQ) & cost estimates for internal road, drainage, and other utilities for executing the work in engineering, procurement and construction (EPC) mode. The concerned Departments of Govt. of Odisha i.e. WRD, PWD, RD, Railways, NH etc. are to be adequately consulted during the work and the design & drawings are to be vetted by concerned authorities prior to finalisation.
- (viii) Examine the adequacy of the existing road linkages between the check dam and weirs cum barrages to the nearest main road, propose improvements required to facilitate smooth two way flow of trucks and trailers from/to the weir/barrage site and hinterland. Requirement of land acquisition (if any) for widening of road and/or improvement of bends. Detailed design, specifications and cost estimates for improvement/widening of road shall be worked out along with drawings as a separate sub-item for executing the work in engineering, procurement and construction (EPC) mode. The concerned Departments of Govt. of Odisha i.e. WRD, PWD, RD, Railways, NH etc. are to be adequately consulted during the work and the design & drawings are to be vetted by concerned authorities prior to finalisation.
- (ix) Every cost estimate made shall be duly supported by the justifications for the rates adopted/basis of rates like Odisha PWD/CPWD schedule of rates/market rates/ lowest budgetary offers received etc.
- (x) 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 detail 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.

- (xi) EPC contract containing RFQ & RFP for all other allied components related to the complete scope of work mentioned in this section are to be grouped such as, that the estimated cost of any group does not exceed Rs. 450 Crores and each group should be reasonable.
- (xii) 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 may be also duly analysed and well considered and recommendation for the same may be included in the DPR with sufficient details.
- (xiii) Detailed presentation of DPR at IWAI head office Noida as well as to Ministry of Shipping, State Govt. of Odisha and other concerned Central/ State Government Authorities which become necessary for acceptance and processing of DPR from time to time.

Submission of all above details to IWAI in the form of a Detailed Project Report (10 hard copies & two soft copies) explaining each element, along with complete tender documents including RFQ and RFP as specified for undertaking the work.

3.6 Deliverables

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 dam/barrage site, time lines for completion of project with proposed methodology and any other information, the consultant may like to include.
- (ii) Interim Report giving status of surveys and investigations, assessment of existing structures (weirs/dams/bridges) and clearances required.
- (iii) Draft Project Report as per scope of work and TOR's along with detailed design and drawings duly vetted by the concerned departments, estimate and draft tender document on EPC concept for the work.
- (iv) Final Detailed Project Report (DPR) as per scope of work and TOR, along with detailed design and drawings, detailed specifications, estimate, final grouped tender for inviting bids on EPC concept basis for the work.

Apart from the ten (10) hard copies and two (2) soft copies of final DPRs shall also be submitted to IWAI.

3.7 Key experts' Qualifications & Competency for assignment:

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

S.No.	Key Expert	Minimum Qualification	Experience
(i)	Team Leader	B.E. / B. Tech in Civil Engineering or M.E./M. Tech with any specialization.	25 Years including 05 years as Chief Engineer / Head of the department.
(ii)	Barrage / Dam Expert	B.E. / B. Tech (Civil), M.E./M. Tech (Structure) with specialization in design & construction of Dams, Barrages, weirs, Navigation Lock.	20 Years including 05 years in Sr. Position in the relevant field of planning & designing, execution & monitoring of Project.
(iii)	Structural Engineer	B.E. / B. Tech (Civil), M.E./M. Tech (Structure) with Specialization in designing of structures.	15 years including 5 years in marine / river & inland navigation structures
(iv)	Hydrologist	B.E. / B. Tech (Civil), M.E./M.Tech/MSc. (Hydrology) with Specialization in Hydrology and water management.	15 years in the study & investigation for hydrological issues for the execution of hydraulic structures in river / canal/coastal.
(v)	Contract Specialist	B.E. /B.Tech/M.E./M.Tech in any discipline. Preference will be in Civil Engineering discipline.	15 years in Contract Management, preparation of Contract Document.
(vi)	Navigational Lock Expert	B.E. / B. Tech (Civil), M.Tech (Structure) or equivalent and experience in designing of navigation locks/head regulators etc..	10 years of experience in designing, executing and managing navigational locks.
(vii)	Geotechnical Engineer	B.E. /B. Tech(Civil), M. Tech (Geotechnical Engineering)	10 years of experience in related field
(viii)	Survey Engineer	B.E. /B. Tech (Civil)	10 years of experience in survey
(ix)	Hydro Mechanical Expert	B.E. /B. Tech (Mech.)	25 years of experience in design of gates for barges
(x)	Electrical Expert	B.E. /B. Tech (Electrical)	15 years of experience in electrical works
(xi)	Naval Architect	B.E. (Naval Architecture)	15 years of experience in design of vessels for dry dock and lock and gates as per classification society norms

The key experts are required to be supported by required no. of support staff.

The above list is indicative and the Consultant is free to reduce/exceed the number of experts and deployed adequate number of supporting staff as

deemed fit for preparing a quality DPR as per TOR within the specified time frame.

3.7.2. 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.

3.8 TIME SCHEDULE/SUBMISSION OF REPORTS:

- (a) The total period of completion of this assignment would be 12 months 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 as:

S. No	Activity	Time (in months reckoned from the date of signing of Contract)
(i)	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 detailed identification of vendors and presentation thereof and with proposed methodology. (3 copies)	0.75 month
(ii)	Submission of Interim Report giving status of survey, geo-technical investigations, assessment of existing structures namely weirs, barrages, bridges, power and communications lines crossing river and proposed modifications to meet requirement of navigations, clearances required from the central and state authorities etc.	3 months
(iii)	Submission of first Draft Report after receipt of Comments on the Inception Report and carrying out field data collection, geotechnical investigation etc. along with designs, technical specifications, indicative/block costs etc. (5 copies) and presentation of draft report.	7 months
(iv)	Submission of final draft tender documents both RFQ & RFP on EPC concept basis (5 copies) for weir (W3) cum barrage with navigational lock proposed at Sujanpur and presentation thereof. This tender document is to be supported by the reports regarding soil investigation, surveys, detailed engineering design & drawing and cost estimate for the respective weir (W3).	8 months
(v)	Submission of final draft tender documents both RFQ & RFP on EPC concept basis (5 copies) for weir (W1) cum barrage with navigational lock proposed at Jokadia and presentation thereof. This tender document is to be supported by the reports	9 months

	regarding soil investigation, surveys, detailed engineering design & drawing and cost estimate for the respective weir (W1).	
(vi)	Submission of final draft tender documents both RFQ & RFP on EPC concept basis (5 copies) for weir (W2) cum barrage with navigational lock proposed and presentation thereof. This tender document is to be supported by the reports regarding soil investigation, surveys, detailed engineering design & drawing and cost estimate for the respective weir (W2).	10 months
(vii)	Submission of final draft tender documents both RFQ & RFP on EPC concept basis (5 copies) for weir (W4) cum barrage and 02 Check Dams (C1 & C2) proposed at Budha river, Bhogra river & Dudai river respectively and presentation thereof. This tender document is to be supported by the reports regarding soil investigation, surveys, detailed engineering design & drawing and cost estimate for the respective weir (W4) and check dam.	11 months
(viii)	Submission of final draft tender documents both RFQ & RFP on EPC concept basis (5 copies) for Rubber Dam with navigational lock (W5) proposed at Kani river and presentation thereof. This tender document is to be supported by the reports regarding soil investigation, surveys, detailed engineering design & drawing and cost estimate for the Rubber Dam with navigational lock (W5).	12 months
(ix)	Submission of Final Detailed Project Report (10 copies) and tender documents after incorporating comments of IWAI on draft DPR and draft tender documents.	

(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.

3.9 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 Odisha 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.

4. ELIGIBLE BIDDERS

- 4.1** This Invitation for Bids is open to all bidders. Any materials, equipment and services to be used in the performance of the Contract shall have their origin in the eligible sources. The applicant should be a private or an individual legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV)/Consortium.
- 4.2** In case of a JV/Consortium, a) all partners to the JV/Consortium shall be jointly and severally liable; and b) a JV/Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/Consortium during the bidding process, and in the event the JV/Consortium is awarded the Contract, during contract execution.
- 4.3** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with sub-section 19.1.
- 4.4** A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have a controlling partner in common; or
 - b) they receive or have received any direct or indirect subsidy from any of them; or
 - c) they have the same legal representative for purposes of this bid; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Employer in more than one bid; or
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) evidence of confirmed record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. SUBMISSION OF TENDER:

The consultant is required to submit their tender in two parts as given below:

5.1 Part A- Technical bid

The consultant shall submit 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) Copy of Proof of eligibility or substantial completion certificate (*as mentioned in section 6.1*) of providing consultancy for DPR preparation/ PMC including proof checking, feasibility study etc. in the past seven years
 - i) one (01 no.) similar** work costing not less than Rs 6.4 Crs. or above, or
 - ii) two (02 nos.) similar** work costing not less than Rs 4.0 Crs. each or above, or
 - iii) three (03 nos.) similar** work costing not less than Rs 3.2 Crs. each or above,
- c) Tender Fee and EMD as specified in Sl. No.- ix & x of NIT in page no.- 4 and at Section- 9 in page no- 26.

- d) 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) Details of the organizational set up for carrying out the subject study and the individual expertise.
- f) 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) A signed declaration stating that the tenderer/ bidder has not made any addition / deletion / change to any of the tender Sections and it is exactly as per the document available at IWAI web site www.iwai.nic.in or <https://eprocure.gov.in/eprocure/app>
- h) Copy of the annual Report and Audited balance sheets, for the last 3 years.
- i) Solvency certificate issued from the Bank for an amount not less than Rs. 3.20 crores (not older than three months).
- j) Copy of PAN card.
- k) Copy of Bank Account details for transaction through e-payment in format given at Annex-III
- l) Copy of any other details which consultant may feel relevant.
- m) Copy of Service tax registration certificate.
- n) Copy of registration with PF and ESI authorities.

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

5.2 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 separately as under:
 - a) Collection of data, topographical survey, bathymetric survey, geological/geotechnical investigations etc.
 - b) Preparation of DPR and EPC tender documents etc. including cost towards man-hours with TA/DA.
- (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.

5.3 Submission of Bids

- i) The Consultant shall submit a signed and complete Proposal comprising the documents and forms. The submission can be done only by online in the e-procurement website <https://eprocure.gov.in/eprocure/app>.
- ii) An authorized representative of the Consultant shall sign the original submission letters for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- iii) Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initials by the person signing the Proposal.
- iv) Deleted.
- v) Deleted.
- vi) Deleted.
- vii) Deleted.
- viii) Deleted.
- ix) Deleted

5.4 Validity of offer

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

6. ELIGIBILITY CRITERIA / EVALUATION OF BIDS:

6.1 Eligibility Criteria

- a) The following criteria shall be adopted for assessing eligibility of the bidders:

The bidder should have completed the consultancy work(s) of DPR preparation/PMC including proof checking, feasibility study etc. in the past seven years (*certificates of completion/ substantial* completion issued by the clients to be attached*) as per the following:

- i) one (01 no.) similar** work costing not less than Rs 6.4 Crs. or above, or
- ii) two (02 nos.) similar** work costing not less than Rs 4.0 Crs. each or above, or

iii) three (03 nos.) similar** work costing not less than Rs 3.2 Crs. each or above,

*** Substantial completion shall mean 80% or more works completed under the contract.**

**** Similar work means;**

consultancy works for weirs/barrages/dams of a minimum height of 5.25 mtr. with navigational lock/head regulators , OR

consultancy works for jetty or weirs/barrages/dams of a minimum height of 5.25 mtr. and navigational lock/head regulators.

- b) Annual average financial turnover of the bidder should not be less than Rs. 8.0 crores during last 3 financial years ending 31st March, 2016. 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 Section - 5.
- d) The firm should have a solvency of minimum Rs. 3.20 crores.
- e) Joint Venture firm (having partners limited to three including lead partner) shall be jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirements.
 - (i) The lead partner shall meet not less than 50% of qualification criteria given in sections 5.1 & 6.1(a) of above.
 - (ii) The remaining partners shall together meet the remaining of the qualifying criteria given in sections 5.1 & 6.1(a) of above.
 - (iii) In the event that the Employer has caused the bidder to disqualify under Section 4.5, all of the Joint Venture partners will be disqualified.
- f) Cost of works of previous years shall be increased by 7 % per year based on Rupee value to bring them to 2016-17 price level.

6.2 Bid Evaluation

- (i) The bids will be evaluated on Quality cum Cost Based Selection (QCBS) process with 75% weightage to technical bids and 25% 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 analysing 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 Section-6.4 to 6.6. 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.

6.3 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.

6.4 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:	20
(ii) Adequacy and quality of the proposed methodology, and work plan in response to the Terms of Reference (TORs):	20
(iii) Key Experts' qualifications and competence for the Assignment: (Details of key experts' as mentioned in Section-3.7)	60
a) Team Leader	12
b) Barrage / Dam Expert	7
c) Structural Engineer	5
d) Hydrologist	5
e) Contract Specialist	5
f) Geo-technical Engineer	4

g) Navigational Lock Expert	5
h) Survey Engineer	4
i) Hydro mechanical Expert (Barrage Gates)	4
j) Electrical Expert	5
k) Naval Architect	4
Total points for criteria (iii):	60

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

1) General qualification (general education, training and experience):	10%
2) Adequacy for the assignment (relevant education, training, experience in sector/ similar assignments):	80%
3) Added advantage for experience in development of IWT or Port projects:	10%
Total weight:	100 %

Total points: 100

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

- (i) The bidder whose 'Technical Proposals' secure 75 points or more shall be shortlisted for evaluation of their Financial Proposals. However, if the number of such prequalified 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 be returned un-opened.
- (iii) The evaluation committee will determine whether the financial proposals received 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.

6.6 Method of Selection:

- (a) Each Financial Proposal shall be assigned a financial score (S_f). 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 including service tax & other taxes, shall be deemed as final and reflecting the total cost of services. Omissions, if any, in quoting any item shall not entitle the firm to be compensated and the liability to fulfil 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 (S_f) of 100 points. The formula for determining the financial score (S_f) of other financial proposals will be computed as follows:

$$(S_f) = 100 \times (F_m) / F,$$

Where, F = Amount of Financial Proposal,

F_m = Lowest financial proposal received

Proposals will finally be ranked according to their combined score (S); i.e. technical score (S_t) and financial score (S_f) as follows:

$$S = (S_t) \times T_w + (S_f) \times F_w$$

Where, T_w and F_w are weights assigned to technical and financial proposals that shall be 0.75 and 0.25 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.

7. AWARD OF CONTRACT:

- 7.1 After completing all the formalities/scrutinizing the proposal, the Authority shall issue a Work Order to the selected bidder / consultant.
- 7.2 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 Section - 10 for Security Deposit.

8. 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.

9. EARNEST MONEY DEPOSIT (EMD):

Consultant shall submit, EMD amounting Rs. 16,00,000/- (Rupees Sixteen lakhs only). 50% of earnest money shall have to be deposited through

RTGS, and balance amount may be deposited in shape of Bank Guarantee of any nationalised/scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders in the branch in account of "IWAI Fund" at

The Chief Manager, Union Bank of India, Sector-15, Naya Bans, Noida- 201301

{ Account no. - 513202050000007 }
{ IFSC Code- UBIN0551325 }
{ MICR Code- 110026055 }

The EMD as mentioned above {and at sl. No.- (x) in page no.- 4} 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.

(i) The EMD may be forfeited:-

(a) If a bidder withdraws his bid during the validity period of bid as specified under Section 5.4 .

(b) In the case of a successful bidder, if the bidder fails:-

* To sign the contract in accordance with Section- 7.2 .

* To furnish security deposit in accordance with Section-10 below.

10. SECURITY DEPOSIT:

A Security Deposit (SD) of 10% of the contract value shall be submitted by the successful bidder through/in the form of RTGS/ 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. *[For RTGS account the details will be the same as provided in Section-9.]* 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.

11. REMUNERATION / PAYMENT SCHEDULE:

11.1 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.

11.2 Stages of Payment

1) On submission of Inception Report.
{As proposed in Section 3.8(a)(i)}

--- 10%

2) On submission of Interim Report. {As proposed in Section 3.8(a)(ii)}	--- 15%
3) On submission of Draft Report {As proposed in Section 3.8(a)(iii)}	--- 20%
4) On submission of final draft tender document for Weir (W3), both RFQ & RFP on EPC concept. {As proposed in Section 3.8(a) (iv)}	---10%
5) On submission of final draft tender document for Weir (W1), both RFQ & RFP on EPC concept. {As proposed in Section 3.8(a) (v)}	---10%
6) On submission of final draft tender document for Weir (W2), both RFQ & RFP on EPC concept. {As proposed in Section 3.8(a) (vi)}	---10%
7) On submission of final draft tender document for Weir (W4) and 02 Check dams (C1 & C2), both RFQ & RFP on EPC concept. {As proposed in Section 3.8(a)(vii)}	---10%
8) On submission and acceptance of final draft tender document for Weir (W5- Rubber Dam), Final DPR Report and final tender documents based on compliance of the comments (if any) of IWAI. {As proposed in Section 3.8(a)(viii & ix)}	---15%
Total	---100%

11.3 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 e-payment.

12. GENERAL CONDITIONS OF CONTRACT:

12.1 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, spilt 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 etc. as applicable.
- (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 without prior approval of client.
- (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.

12.2 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.

12.3 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)

12.4 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-Section- 12.4 (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.

12.5 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 Section, 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 there under 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:
 - (x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under 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 Sub-Section 12.5 (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 Sub-Section -12.5(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-Section 12.5(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-Section 12.5(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 or 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 Sub-Section - 12.5(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 Sub-Section-12.5 (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 Sub-Section -12.5(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 Section 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.

12.6 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. It should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or wilful misconduct; (b) the consultant's liability to the employer should be limited to 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. Professional liability of the consultants to the employer is provisionally limited to the cost of the consultancy (i.e. Rs. 8.0 Crore) or the consultant is entitled to receive under its insurance, whichever is higher. This is valid till the completion of the project for which the DPRs are to be prepared.

13. CLARIFICATION AND / OR INTERPRETATION OF REPORT:

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

14. OWNERSHIP OF DOCUMENT AND COPYRIGHT:

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

15. FORCE MAJEURE:

Any delays or failure of performance by a party to this Agreement shall not constitute default hereunder or give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party like acts of God, strikes, lock outs or other concerted acts of workmen, fires, floods, explosions, blockades, embargoes, riots, war (declared or undeclared), rebellion, sabotage, 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.

16. LIQUIDATED DAMAGES:

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

17. ARBITRATION:

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

18. TERMINATION OF CONTRACT:

Employer has the right to terminate the contract by giving 30 days written notice. In the event of termination for no fault of consultant, the cost incurred by the consultant to the extent services provided as arrived based on mutual consultation. If the contract is terminated due to the fault of the consultant or in case of termination of the agreement by the consultant, the consultant shall pay to Employer the excess amount that may have to be incurred by Employer for getting the scope of work completed by some other Agency.

19. FRAUD AND CORRUPTION:

19.1 The Employer requires that all parties observe the highest standard of ethics during the procurement and execution of contract. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(v) “obstructive practice” is

(aa) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Employer inspection and audit rights provided for under sub-section 19.2 below.

- b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practice during the procurement or the execution of that contract, without the Employer having taken timely and appropriate action satisfactory to the Employer to address such practices when they occur.
- d) will sanction a firm or an individual, at any time, in accordance with prevailing Employer’s sanctions procedure including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time, (i) to be awarded a contract financed by the Employer, and (ii) to be nominated sub Employer, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract financed by the Employer; and

- 19.2** In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by the auditors appointed by the Employer.
- 19.3** The Employer further requires the bidders/Employers to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

20. FORMATS (ANNEXES): As follows:

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:

- a. 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.
- b. **Similar work means;**
consultancy works for weirs/barrages/dams of a minimum height of 5.25 mtr. with navigational lock/head regulators , OR
consultancy works for jetty or weirs/barrages/dams of a minimum height of 5.25 mtr. and navigational lock/head regulators.

(Sign. and Seal of Consultant)

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

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

Note: 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)

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:

Authorization No. _____

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 PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF NW5 BETWEEN PANKAPAL & PADANIPAL INCLUDING CONSTRUCTION OF 04 (FOUR) NEW WEIR/BARRAGES WITH 03 (THREE) NAVIGATIONAL LOCK, 02 (TWO) CHECK DAMS, 01 (ONE) RUBBER DAM WITH NAVIGATIONAL LOCK AND RAISING/CONSTRUCTION OF EMBANKMENTS ALONGWITH DRAINAGE SLUICES ON BRAHMANI RIVER SYSTEM IN ODISHA, 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 thisday 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/NW5/11/DPR/2015-16) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF NW5 BETWEEN PANKAPAL & PADANIPAL INCLUDING CONSTRUCTION OF 04 (FOUR) NEW WEIR/BARRAGES WITH 03 (THREE) NAVIGATIONAL LOCK, 02 (TWO) CHECK DAMS, 01 (ONE) RUBBER DAM WITH NAVIGATIONAL LOCK AND RAISING/CONSTRUCTION OF EMBANKMENTS ALONGWITH DRAINAGE SLUICES ON BRAHMANI RIVER SYSTEM IN ODISHA, INDIA on (National Waterway-5)" 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/Employer 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 intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the 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 PREPARATION OF DETAILED PROJECT REPORT (DPR) including FEED for CONSTRUCTION OF 04 (FOUR) WEIRS CUM BARRAGE WITH 03 (THREE) NAVIGATIONAL LOCKS, 02 CHECK DAMS & 01 (ONE) RUBBER DAM WITH NAVIGATIONAL LOCK AND RAISING/CONSTRUCTION OF EMBANKMENTS ALONGWITH DRAINAGE SLUICES ON NW-5 IN ODISHA, 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 there under 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 GUARNTTEE 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.)
	Consultancy Services for PREPARATION OF DETAILED PROJECT REPORT (DPR) FEED FOR CONSTRUCTION OF 04 (FOUR) WEIRS CUM BARRAGE WITH 03 (THREE) NAVIGATIONAL LOCKS, 2 CHECK DAMS, 01 RUBBER DAM WITH NAVIGATIONAL LOCK AND RAISING/CONSTRUCTION OF EMBANKMENTS ALONGWITH DRAINAGE SLUICES ON NW-5 IN ODISHA, INDIA on (National Waterway-5) in accordance with Tender No. <u>IWAI/NW5/11/DPR/2015-16</u>	
1.	A. Collection of data, topography & Bathymetric survey and geotechnical & geological investigation.	
	B. Remuneration of the Key Professionals for preparation of DPR and EPC Tender Document.	
2.	Service tax and other taxes, if any.	
TOTAL		

Rupees (in words):

.....

Note: Breakup of the above quoted price (Sl. No. 1 (A) & (B) above) also needs to be elaborated in the prescribed formats (Annex VII (A) & VII (B)) enclosed.

Authorized Signatory

Name:

Designation

Name of firm.....

Address.....

1A. Break-up of Surveys related to the Project

Sl.No.	Particulars	Quantity	Price (in Rs. lakhs)
1	Topographic Survey* Sq km	
2	Bathymetric Survey** Sq km	
3	<u>Geo-tech Investigation</u> Drilling Details		
	i) Land Borehole a) Barrages (4 Nos.) @ 4 BHs/barrage = 16 b) Check Dams (2Nos.) @ 4 BHs/check dam = 08 c) Rubber Dam with navigational lock (1 No.) @ 4 BHs/Rubber Dam with navigational lock = 04 Total of (i) = 28Nos.	
	ii) River Borehole a) Barrages (4 Nos.) @ 06/barrage = 24 b) Check Dams (02 Nos.) @ 03/check dam = 06 c) Rubber Dam (01 no.) @ 04/Rubber Dam = 04 Total of (ii) = 34 Nos.Nos.	
	Total of (i) & (ii) = 62 Nos. Depth of each Borehole = 50m a) Soft soil = 40 m b) Hard soil / rock = 10 m		
4	Any other information/break-up, furnished by the bidder.		

Note:

- This break-up includes type of surveys and the price estimated for it. Consultant should provide 02 (two) hardcopies of the survey report and the soft copy along with the interim report.
- * The indicative area for Sl No.- 1 Topographic' survey is 0.75 sq.km/weir and 0.5 sq.km/check dam.**
**** The indicative area for Sl.No.-2 Bathymetric' survey is 1 sq.km/weir and 0.7 sq.km/check dam**
- The above quantities are only indicative and can vary as per actual ground conditions/practice, which are essential to provide quality DPR with all due details and professional diligence and the same will have to be executed within the quoted price. The bidder will also have to provide quantities for Topographic survey, Bathymetric survey and Geo-tech investigation in this format along with price. It is advised to the Bidders to visit the site and discuss with the concerned officials of Govt. of Odisha etc. before quoting.

Authorized Signatory

Name:
Designation
Name of firm.....
Address.....

1B. Break-up of Remuneration

S. NO.	Remuneration				
	Professional Staff (Key Experts)	Nos.	Man-months	Rate/Month (Rs lakh)	Amount (Rs. in Lakhs)
i)					
1.	Team Leader				
2.	Barrage / Dam Designer				
3.	Structural Engineer				
4.	Hydrologist				
5.	Contract Specialist				
6.	Navigational Lock Expert				
7.	Geotechnical Engineer				
8.	Survey Engineer				
9.	Hydro Mechanical Expert				
10.	Electrical Engineer				
11.	Naval Architect				
ii)	Support Staff				
12.					
13.					
14.					
V.	Travel & Miscellaneous				
	Travel				
	Miscellaneous				
Total Estimated					

Authorized Signatory

Name:

Designation

Name of firm.....

Address.....

ANNEX - VIII

Name of Weir	River name	Geographic Location	Weir Details / Levels			Max. WL @ 100 Years Flood MSL	Remarks
			Existing crest level MSL	Height of proposed weir (m)	Existing embankment level MSL		
Jokadia (W1)	Kharsua	20°53'23.65"N 86° 63'5.85E	14.78	2.75	20.70	23.38	Weir cum barrage with Navigational Lock
Intermediate (W2)	Kharsua	20° 49'53.52"N 86° 15'40.89"E		4.25	17.69	19.56	Weir cum barrage with Navigational Lock
Sujanpur (W3)	Tantigai	20° 47'8.20"N 86° 17'25.75"E	9.44	2.60	15.84	18.31	Weir cum barrage with Navigational Lock
Proposed (W4)	Budha-Kharsua	20° 46'29.84" N 86° 19'26.59" E		5.25	16.06	18.49	Weir cum barrage
Proposed (W5)	Kani	20° 40'46.05" N 86° 35'6.28" E		4.25	NA	3 m above banks	Rubber dam
Check dam 1 (W1)	Dudai	20° 43'53.64" N 86° 20'38.13" E		2.50	NA	2 m above banks	Check Dam
Check dam 2 (W2)	Bhogra	20° 43'13.08" N 86° 21'46.06" E		2.50	NA	2 m above banks	Check Dam

PROVISIONS REQUIRED TO BE INCLUDED IN THE
JOINT VENTURE AGREEMENT

1. If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture.
2. In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Employer liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Employer; and the Employer will take action under the Conditions of Contract.
3. Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in Clause 2.3 (e) of ITC all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
4. A certified copy of the power of attorney in favor of the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:
 - a) Name, style and Project(s) specific JV with Head Office address
 - b) Extent (or Equity) of participation of each party in the JV
 - c) Commitment of each party to furnish the Bond money (i.e. Bid Security, Performance Security and security for Mobilization advance) to the extent of his participation in the JV
 - d) Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
 - e) Working Capital arrangement of JV

- f)** Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner in case of JV where foreign partners are involved. In case of JV among local partners, both the partners are required to operate.
- g)** Provision for cure in case of non-performance of responsibility by any party of the JV.
- h)** Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i)** Management Structure of JV with details.
- j)** Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
- k)** Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
- l)** The Power of Attorney shall be duly notarized.
- m)** Any other relevant details

21.

Index Map of NW-5

