



TENDER

FOR

SELECTION OF CONSULTANT FOR DESIGN AND
SUPERVISION OF INLAND WATERWAYS MUSEUM AT
INLAND WATERWAYS AUTHORITY OF INDIA HEAD OFFICE
(NOIDA)

TENDER No. IWAI/PR/Bldg./91/2017 (T1)

INLAND WATERWAYS AUTHORITY OF INDIA (IWAI)

OCTOBER 2017

DISCLAIMER

1. This Tender Document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender Document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender Document.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document and it is not possible for IWAI to consider particular needs of each party who reads or uses this Tender document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the Design and Supervision Services of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company or Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Consultant or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise arising from reliance of any Bidder upon any statements contained in this Tender Document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issuance of this Tender Document does not imply that IWAI is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bids.

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

- 6.** IWAI reserves the right to change / modify / amend any or all provisions of this Tender Document. Such revisions to the Tender Document / amended Tender Document will be made available on the website of IWAI.

Table of Contents

DISCLAIMER	2
SECTION – I: NOTICE INVITING E-TENDER	7
SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)	11
1. Background	12
2. Introduction.....	12
3. Bidder Eligibility Criteria	12
4. Pre-bid Meeting.....	14
5. Clarifications and Addendums.....	14
6. Preparation of Bids	15
6.1 Earnest Money Deposit (EMD)	15
6.2 Cost of Tender Document.....	17
6.3 Bank Solvency	17
6.4 Taxes.....	17
6.5 Currency.....	17
6.6 Language.....	18
6.7 Bid Validity.....	18
7. Conflict of Interest	18
8. Acknowledgement by Bidder	20
9. Guidelines for e-submission of the Bids	20
10. Submission of Bids	24
11. Extension of Bid submission date.....	27
12. Late Proposals.....	28
13. Liability of the employer	28
14. Modification/Substitution/ Withdrawal of Bids.....	28
15. Bid opening and evaluation process	28
16. Qualification Criteria and Bid evaluation	29
17. Award of Contract.....	35
18. Mobilization of Equipment, Men & Materials.....	35
19. Ownership of Document and Copyright	35
SECTION - III: DATA SHEET	37
SECTION-IV: TECHNICAL BID STANDARD FORMS	40

FORM 4A: Form of Tender	41
FORM 4B: Similar Works	44
FORM 4C: Average Annual Turnover of Bidder	46
FORM 4D: Power of Attorney.....	47
FORM 4E: List of Key Personnel.....	49
FORM 4F: List of Ongoing Assignments.....	51
FORM 4G: Declaration by the Bidders	52
FORM 4H: Bidders Information Form	53
FORM 4I: CV Format.....	54
FORM 4J: Format for Pre-bid queries by Bidders.....	56
FORM 4K: Statement of Legal Capacity.....	57
SECTION - V: FINANCIAL BID STANDARD FORMS.....	58
Form Fin – 1: Financial Bid Submission Form.....	59
Form Fin – 2: Summary of Cost	60
Form Fin – 3 – Cost Breakup.....	61
SECTION-VI: SCOPE OF WORK	62
SECTION - VII: STANDARD FORM OF CONTRACT	72
1. Conditions of Contract.....	73
2. Commencement, Completion, Extension, Modification and Termination of Contract.	78
3. Obligations of the Consultant	83
4. Obligations and Responsibility / Inputs by IWAI:.....	85
5. Security Deposit and Performance Guarantee	85
6. Payment Terms	87
7. Arbitration.....	87
8. Defect liability period	88
9. Laws Governing the Contract	88
10. Professional Liability	88
11. Miscellaneous Provisions.....	88
SECTION VIII: ANNEXES	90
ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	91
ANNEX - II: AGREEMENT FORM.....	94
ANNEX -III: DETAILS OF BANK ACCOUNT	96
ANNEX-IV: BANK CERTIFICATION	97
ANNEX-V: TENDER ACCEPTANCE LETTER	98

ANNEX-VI: BANK GUARANTEE FORM FOR EMD	100
ANNEX-VII: LETTER OF CONSENT	102

SECTION – I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Tel: (0120) 2544036 | Fax: (0120) 2521764

Email: secy@iwai.gov.in

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

NOTICE INVITING E-TENDER

a) Introduction:

Inland Waterways Authority of India (IWAI) invites online Bids **from reputed Firms/Companies** in two cover system (Cover – I: Technical Bid and Cover – II: Financial Bid) for “Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida)”.

b) Critical Data sheet:

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI’s website “www.iwai.nic.in”.

Cost of Tender Document	INR 1000/- (Indian Rupees one Thousand Only)
Document Download Start Date	31-10-2017
Pre-bid meeting	13-11-2017 at 1400 hrs
Last date of submission of pre-bid queries	10-11-2017
Bid Submission Last Date	22-11-2017 up to 1500 hrs
Technical Bid Opening Date	23-11-2017 at 1530 hrs
Financial Bid Opening Date	To be intimated later.

c) Scope of the work:

In brief, the Scope of Work for the appointed firm shall be providing services related to Design and Supervision of Inland Waterways Museum at IWAI Head Office at Noida as per the terms and conditions and technical specifications stipulated in the Tender Document. The detailed Scope of Work shall be as described in the Section-VI of this Tender Document.

d) Method of Selection:

Bidder will be selected under Quality and Cost Based Selection procedure as described in Clause 15 & 16 of Section -2: ITB in this Tender Document.

e) Clarifications:

Clarification/Query if any on the Tender Document may be obtained from the following address:

The Secretary

Inland Waterways Authority of India

A-13, Sector – 1,

Noida-201301

Tel: (0120) 2544036, Fax (0120) 2521764

Email id: secy@iwai.gov.in

Website: www.iwai.nic.in

- f) 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.

**Secretary
IWAI, Noida**



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
A-13, SECTOR-1 NOIDA – 201301 (U.P)

TENDER NO. : IWAI/PR/Bldg./91/2017 (T1)

NOTICE INVITING TENDER

Sealed tenders are invited by the Secretary, IWAI in two cover system from the eligible contractors as per details given below:-

Name of work	Estimated Cost (INR Crores)	EMD (INR)	Time for Completion	Start Date of download of Tender Document	Last date and time of receipt & opening of tender.
Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida)	1.04	2,10,000/ -	50 weeks	31.10.2017	22.11.2017 3.00 PM 23.11.2017 3.30 PM

Detailed NIT eligibility criteria and tender document along with Instruction to the Bidders can be seen at IWAI's website i.e. www.iwai.nic.in and www.eprocure.gov.in

Secretary, IWAI

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). In April, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 The objective of this tender is Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida).

2. Introduction

- 2.1 The Employer will select a Consultant for providing services related to Design and Supervision of Inland Waterways Museum at IWAI Head Office (Noida) in accordance with the evaluation process and method of selection as described in Clause 15 & 16 of Section -2: ITB in this Tender Document.
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Scope of Work.
- 2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

3. Bidder Eligibility Criteria

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

- 3.1 Bidder may be a Firm or a Company, that is, a private entity or a Government owned entity. Bidders that are Government owned entity in the employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the employer. No joint venture or consortium is allowed.

- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-Consultant, the bidder shall submit similar completion certificate awarded to it by the main Consultant.
- 3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section – III: Data Sheet. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during each of the last three (03) years ending 31st March of the previous financial year should be as mentioned in clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5 Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public-sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6 The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as per Form 4E.
- 3.8 Bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.9 The Bidder shall also indicate following:
 - 3.9.1 The Bidder shall have adequate resources for successful implementation of services related to Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida). Bidder shall provide a solvency certificate

from any nationalized/scheduled bank in India for an amount as indicated in Section - III: Data Sheet.

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

4. Pre-bid Meeting

A Pre-Bid meeting shall be held as per the date and time mentioned in Section – III: Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorised signatory of his/her organisation permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

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

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

5. Clarifications and Addendums

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.
- 5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure mentioned hereunder:

- (i) At any time before the submission of Bids, the Employer may amend the Tender Document by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment will be uploaded on the Employer's website and will be binding on the Bidder. The Bidder shall acknowledge receipt of all amendments. To give reasonable time to the bidders for taking an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in"

6. Preparation of Bids

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

Bidders shall adhere to the requirements mentioned below:

6.1 Earnest Money Deposit (EMD)

- 6.1.1 Bidders shall furnish EMD of the amount as mentioned in Section – III: Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules.

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

- i) Name of Bank Account: IWAI Fund
- ii) Bank Name and Address: Union Bank of India, Sector 15 Noida
- iii) Bank Account number: 513202050000007
- iv) IFSC: UBIN0551325

- 6.1.2 A part of EMD is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of EMD or INR 20 Lakhs, whichever is less shall be deposited through RTGS and balance can be deposited in the form of Bank Guarantee of any scheduled bank in India, having validity for six months or more from the Bid Submission Last Date.

- 6.1.3 Part of EMD acceptable in the form of Bank Guarantee shall be deposited as per attached Bank Guarantee format (Annexure VI)
- 6.1.4 It may be noted that Bids submitted without EMD shall be treated as non-responsive and rejected forthwith.
- 6.1.5 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- 6.1.6 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- 6.1.7 The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as part of Security Deposit and that given in the form of Bank Guarantee will be discharged when the Bidder has furnished the required Performance Bank Guarantee and signed the Agreement.
- 6.1.8 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (iii) If the Bidder tries to influence the evaluation process.
 - (iv) If the Bidder withdraws his proposal during negotiations.
 - (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
 - (vi) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of award of work
 - (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing.
 - (viii) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in the Contract.
 - (ix) In case the bidder fails to furnish the prescribed performance guarantee within the prescribed period as mentioned in the contract.
 - (x) In case of forfeiture of earnest money, as prescribed in (vii) and (ix) above, the tenderer shall not be allowed to participate in the retendering process of the work.

6.2 Cost of Tender Document

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, are required to pay the cost of Tender Document as mentioned in Section-III: Data Sheet through RTGS, to be deposited in the account, the details of which are mentioned below:

- i) Name of Bank Account: IWAI Fund
- ii) Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi-110001
- iii) Bank Account number: 90622150000086
- iv) IFSC: SYNB0006062

The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency

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

The solvency certificate submitted by the bidder shall not be older than 03 (Three) months from the Bid Submission Last Date. In case bidder, does not adhere to this criterion, his bid shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized/Scheduled Bank in India in the name of the bidder.

6.4 Taxes

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

6.5 Currency

Bidders shall quote the price of their Assignment/Job in Indian Rupees (INR).

6.6 Language

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

6.7 Bid Validity

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional Staff proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

7. Conflict of Interest

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

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

(a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build

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

- (b) **Conflicting assignment/ job:** A Consultant {including its Personnel and Sub-Consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A Consultant [including its Personnel and Sub-Consultant(s)] that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Scope of Work of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 7.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or termination of its Contract during execution of assignment.

7.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies. The contract is liable for cancellation if either the Consultant itself or any of his employees or representatives are found to be persons/person who have held class I post under IWAI immediately before retirement and has within one (1) year of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as Consultant, or in connection with the execution of the public works, or as an employee of such Consultant. If the contract is terminated on account of the failure of the Consultant to comply with this clause, IWAI shall be entitled to recover from him such damages as may be determined by the Engineer in-Charge with due regard to the inconvenience caused to IWAI on account of such termination without prejudice to IWAI's right to proceed for legal action against such officer.

8. Acknowledgement by Bidder

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

- 8.1 Made a complete and careful examination of this Tender for "Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida)";
- 8.2 Received all relevant information requested from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.
- 8.4 Acknowledged that the bidder does not have a Conflict of Interest; and
- 8.5 Agreed to be bound by the undertaking provided by the bidder under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Consultants/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.

- 9.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Consultants/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Consultant/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 9.12 From the favourite’s folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online should be less

- than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Cost of Tender document/ EMD for the amount as specified in Section –III: Data Sheet. The original payment instruments should be received by the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Cost of Tender Document/ EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like 'BoQ_xxxx.xls', the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.

- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure/see that the Bid document submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

Contact Telephone Numbers: 0120-2549856, 0120-4200462, 0120-4001002, 91-8826246593

10. Submission of Bids

The Hard Copy of original payment instruments in respect of cost of Tender document and Earnest Money Deposit (EMD), must be delivered to the office of Secretary A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. – 201301, on or before Bid Closing Date & Time. Online Bids submitted without hard copies of original payment instruments towards cost of Tender document and EMD shall automatically become ineligible and shall not be considered for opening of bids. The Cost of Tender Document shall be non-refundable.

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

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned copy of the proof of Cost of Tender Document as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex – VI (if submitted in the form of BG)
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/Driving licence/Voter's ID etc.) of the authorised representative.
- e. Statement of legal Capacity as per Form 4K.
- f. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- g. Scanned copy of Form of Tender (Form 4A)
- h. Scanned copy of a signed declaration by the bidders (Form 4G)
- i. Bidders Information Form (Form 4H)
- j. Composition/Ownership/Shareholding pattern of the organization
- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.

- l. Registration/incorporation certificate of the company/Firm.
- m. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

10.1.2 Enclosure – II

- a. Scanned copy of the audited financial statements and certificate from statutory auditor, for the last three financial years ending 31st March of the previous financial year i.e. 2014-15, 2015-16 and 2016-17.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- e. Form 4C of Section IV for average annual turnover.
- f. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- g. Integrity agreement

10.1.3 Enclosure – III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for Similar Works/Eligible Projects executed by the bidder in last 7 (Seven) years. The submitted certificates shall comply with conditions laid in clause 3 of ITB (Bidder Eligibility Criteria). Such Similar Works shall be supplied in Form 4B of Section IV.
- c. Copies of work order/agreement with value and status (% completed till submission) in case of on-going work shall be submitted separately as proof of on-going assignments as per Form- 4F of Section IV. The bidder shall also submit, along with Form – 4F, plan/provision to move the existing machinery to the project site when required.
- d. List of litigation history.

10.1.4 Enclosure – IV

- a. Scanned copies of following, keeping in view the scope of work listed in the Section VI:
- b. Scanned copy of the list of experts/key personnel (Form 4E of Section IV) along with complete signed CV's in compliance of the statutory requirement as mentioned in Scope of Work for carrying out all the contractual obligations.
 - (i) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
 - (ii) The Key Personnel shall remain available for the period as indicated in the Tender Document.
 - (iii) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished.
 - (i) Each CV shall bear original signatures or signed consent letter of the proposed Key Personnel and the same shall be signed by the Authorised Signatory of the Bidder. Originally signed CVs of the proposed Key Personnel shall be submitted to the Employer before the signing of the Contract. The employer may seek replacement of any of the CV's it finds unsuitable/not meeting the criteria stipulated in the tender document.
 - (vii) During execution of work, the replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the consultant and is no longer an employee of the consultant. The consultant shall not replace any of the key personnel without the written prior consent of the Employer. In case consultant engages in such activity i.e. replacement of key personnel with or without employers' prior consent, such action shall attract a deduction of 5% of remuneration of the replaced personnel. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.
- c. The Bidder shall submit the work plan indicating the deployment schedule (manpower, equipment) in bar chart format, approach to work etc.
- d. The Bidder shall submit the methodology to be adopted for providing design and supervision services.

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

10.2 Cover-II: Financial Bid

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

- (i) This will contain fixed price contract rates to be charged for completing the work.
- (ii) While working out the price, following points should be noted:
 - (a) The Consultants will bear the cost of mobilization from their present location to IWAI's Head Office at Noida and de-mobilization whenever required. All other incidental costs during the total period of services are also to be borne by the Bidder.
 - (b) The Consultants will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project. The price quoted shall also include the Consultant's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, secretarial staff, their salary, allowances, overhead expenditure etc.
 - (c) All duties, taxes, royalties and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration for providing Services for Design and Supervision of Inland Waterways Authority of India Head Office (Noida) shall be as specified in Section – III: Data Sheet.

11. Extension of Bid submission date

The employer may extend the date of submission of bids by issuing an addendum and uploading the same on Employer's website.

12. Late Proposals

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

13. Liability of the employer

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under clause 9 of ITB, have been read and understood by the bidder.

14. Modification/Substitution/ Withdrawal of Bids

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document.

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

15. Bid opening and evaluation process

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

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

15.3 Online Bid opening shall be carried out in two stages. Firstly, Technical Bid of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet based on which the bidders whose Technical Bid has been determined to be responsive will be shortlisted. The shortlisted bidders will be called for a presentation of their capabilities, based on which the Technical Evaluation as mentioned in Clause 16.2 will be done. Financial Bids of those bidders who get a Technical Evaluation Score (ST) of 70 marks or more out of 100, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids

being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.

- 15.4 The TEC shall evaluate the Bids on the basis of their responsiveness to the Scope of Work and by applying the evaluation criteria specified in Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in Clause 3 and Clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
- 15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11;
- 15.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
- 15.4.3 It is received in the forms specified in section IV (Technical Bid Standard Forms) and in section V (Financial Bid Standard Forms) of this document;
- 15.4.4 It does not contain any condition or qualification.
- 15.4.5 It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1.
- 15.5 The Employer shall inform the Bidders, shortlisted based on Technical Evaluation as per Clause 16.2 of ITB, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.6 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and qualified for opening of financial bid, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.7 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf. In case a bidder sends a representative on its behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

16. Qualification Criteria and Bid evaluation

16.1 Qualification criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.2 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

16.1.1 Qualification for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida)

The bidder should have successfully completed Similar Works/Eligible Projects in the previous 7 (Seven) years ending from the Bid Submission Last Date as per the following criteria:

- a) 1 Project costing (includes construction cost and all its related activities) not less than INR 6.5 Crores, or
- b) 2 Projects (includes construction cost and all its related activities) each costing not less than INR 4.0 Crores , or
- c) 3 Projects (includes construction cost and all its related activities) each costing not less than INR 3.0 Crores.

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, following projects shall be deemed as ‘Similar Works’/’Eligible Projects’:

- a. Interior Design or Spatial Design or Supervision consultancy for Museum / Memorial / Buildings reflecting Heritage / Civilization / Cultural / Transport themes.
- b. In case of the Bidder being a member of the joint venture/ subcontract for providing Design/ Engineering or any other Technical Consultancy Services for the project, the Bidder should have a minimum stake of 26% or more in the total project fees.
- c. Where certificate for successful completion of Eligible Project should have been received, a Project shall be considered complete only where the scope of work of the Bidder has been completed.
- d. Project should be supported with the appropriate client certificate substantiating work completion as well as documentary evidence for scope of work undertaken for the project.
- e. The Projects of similar magnitude where the client is private sector are also considered as Eligible Projects.

16.1.2 Qualification Criteria for average annual turnover for each of last three financial years i.e. 2014-15, 2015-16 and 2016-17

The Average Annual Turnover of the Bidder for last three financial years should be minimum INR 1.00 Crore (or its equivalent in US\$*) for a firm or a company.

* For currency exchange rate and date, Note of Form 4B may be referred.

16.2 Technical Bid evaluation marking scheme

The marking scheme for Technical Evaluation is as mentioned in the table below.

Item Code	Parameter	Max Marks	Criteria
I. Qualification (Organization)		25	
a	Interior Design or Spatial Design consultancy for projected completed in last ten (10) years: Museum / Memorial/ Buildings reflecting Heritage/ Ethnic/ Cultural themes	20	Each showcased Eligible Project will carry five marks subject to a maximum of 20 marks
b	The Average Annual Turnover of the Bidder (firm/company) in last three years should be:-	5	Minimum INR 30 Lacs (or its equivalent in US\$*) -One Mark One Mark for each additional turnover of INR 30 Lacs subjected to maximum of five marks.
II. Key Personnel (Areas of Expertise)		35	Scoring for Each key Personnel shall be done in the manner below:
1	Lead Interior Designer -cum- Exhibition Designer	12	<ul style="list-style-type: none"> • 30% for General Qualification • 30% for No. of years of Professional Experience • 40% for No. of Eligible Projects
2	Lead Spatial Designer	10	
3	IT/Multi- Media Expert	8	
4	Subject Matter Expert/ Researcher	5	
III. Approach & Methodology		40	
1	Approach & Methodology	15	
2	Presentation on organisation's capabilities from the perspective of	25	The duration of the presentation shall not be more than 30 minutes

	<p>taking up this assignment, past projects undertaken with special emphasis on their theme & its relevance to this project design & supervision</p>		
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Key personal & Experience Requirements

The Consultancy Team shall consist of the Professional Staff (the “Key Personnel”) who shall discharge their respective responsibilities as specified below during the two stages i.e. The Design Stage and The Implementation Stage as mentioned in the Section 4:

S.No	Designation	Minimum Professional Experience and Qualification	Role & Responsibility
1	Lead Interior Designer -cum- Exhibition Designer	<p>10 Years Bachelor’s/Diploma Degree in Architecture (recognized by Council of Architecture) Or Bachelor’s/Diploma Degree in Design (the standard duration of the course should be equal to or more than 4yrs.)</p>	<p>The interior designer shall be responsible for preparing the Interior plan for the museum. Later he/she will assist IWAI in procurement and supervision of Interior Works</p>
2	Lead Spatial Designer	<p>7 Years Bachelor’s/Diploma Degree in Architecture (recognized by Council of Architecture) Or Bachelor’s/Diploma Degree in Design (the standard duration of the course should be equal to or more than 4yrs.) Or MA (Museology)</p>	<p>The expert shall be responsible for the specialized inputs in Space allocation of the museum and responsible for research and investigations to identify exhibits for the Project. He/she is also required to assist IWAI in procurement, of exhibits, quality control and supervision.</p>
3	IT/Multi-Media Expert	<p>7 years</p>	<p>The multi-media designer/ expert will support the exhibition designer as well as</p>

		B.Tech in Information Technology/B.Tech in Computer Science/BCA	prepare the software design/ IT related design/, such as animation, virtual tour, touch-screen, signage, information-kiosk and other relevant design as per theme of the museum.
4	Subject Matter Expert/ Researcher	5 Years Masters Degree / Relevant Qualification	She/he will be responsible for development of the theme and concept of the museum in the light the project objective

Key Personnel Evaluation Criteria:

General Qualifications (30% Weightage)

Qualification in relevant discipline	Rating
Masters or equivalent	100
Graduate or equivalent	70
Unrelated degree	0

Experience (30% Weightage)

Relevant Experience (years)	Rating
More than minimum years (11 years and above)	100
Equal to minimum years	70
Less than minimum years	0

Relevant Project Experience – (40% Weightage)

Sr. No	Eligible Projects	Rating
1	6 or More	100
2	4-6 Projects	80
3	1-3 Projects	60
4	Less than 1 Project	0

Eligible Projects

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, following projects shall be deemed as Eligible Projects (the “Eligible Projects”):

- a. Interior Design or Spatial Design consultancy for Museum / Memorial/ Buildings reflecting Heritage/ Ethnic/ Cultural themes.
- b. In case of the Bidder being a member of the joint venture/ subcontract for providing Design/ Engineering or any other Technical Consultancy Services for the project, the Bidder should have a minimum stake of 26% or more in the total project fees.
- c. Where certificate for successful completion of Eligible Project should have been received, a Project shall be considered complete only where the scope of work of the Bidder has been completed.
- d. Project should be supported with the appropriate client certificate detailing the above.
- e. The Projects of similar magnitude where the client is private sector are also considered as Eligible Projects.

Short-listing of Bidders

Bidders who score 70 out of 100 marks as stated hereinabove shall be qualified and included in the shortlist for opening and evaluation of their financial proposal. The weightage given to the Technical Score is 80%. The minimum qualifying marks may be reduced at the sole discretion of IWAI.

16.3 Financial Bid Evaluation

At the second stage, the financial evaluation will be carried out as per this clause. For financial evaluation, the financial quote indicated in the Financial Proposal shall be considered.

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

in which S_f is the financial score, F_m is the lowest price and F is the price of the proposal under consideration. The weightage given to the Financial proposal is 20%

IWAI will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the Bidder.

16.4 Combined and final evaluation

After determining the financial score, the shortlisted Bidder will be given total score which will be determined as under

Total score = Technical Score (ST) *0.8 + Financial Score (Sf) *0.2

Proposals of the post qualified Bidder during the process of evaluation of the technical bid will finally be ranked according to the total score

The Consultant shall be the first ranked Bidder (whose total score as calculated above is the highest). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified hereinabove.

17. Award of Contract

- 17.1 The Employer shall issue Letters of Award to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 17.2 The selected Bidder will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in Section VII, within 21 days of issuance of the Letter of Award.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

18. Mobilization of Equipment, Men & Materials

18.1 Mobilization

The Consultant shall mobilize the manpower as required for the services of Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida) as specified in Clause 18 of Data Sheet.

18.2 Mobilization Time

The Consultant shall mobilize the desired equipment and manpower within the time frame as specified in Clause 19 of Data Sheet to start the services of Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida).

19. Ownership of Document and Copyright

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

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

SECTION - III: DATA SHEET

DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	Tender for Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida).
3.	2.1	Method of Selection	QCBS (Quality and Cost Based Selection)
4.	2.3	Date & time and address for submission of Bid	<u>Date: 22-11-2017</u> <u>Time: Latest by 1500 Hrs (IST)</u> <u>Address: online submission</u>
5.	4	A pre-Bid meeting will be held on	<u>Date: 13-11-2017 at 1400 hrs at</u> IWAI's Head Office at Noida - A-13, Sector-1, Noida-201301
6.	5.1	Last date for seeking clarifications	<u>Date : 10-11-2017</u> Email Id: secy@iwai.gov.in
7.	6.1	EMD	INR 2,10,000/- (Indian Rupees Two Lacs Only)
8.	6.2	Cost of Tender Document	<u>INR 1000/- (Indian Rupees One Thousand)</u>
9.	6.3	Bank Solvency	<u>INR 40 Lakhs</u>
10.	6.7	Bid Validity	Upto 90 days after Bid submission date
11.	3.3	Similar Works	Eligible Projects: As stipulated in Clause 16.1.1 of ITB
12.	-	JV/consortium allowed	No
13.	3.7	The estimated number of Key Personnel	As per Form 4E

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
		Required	
14.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Similar Works FORM 4C: Average Turnover of Bidder FORM 4D: Power of Attorney (for authorized representative of the bidder) FORM 4E: List of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidders Information Form FORM 4I: CV Format FORM 4J:Format for pre-bid queries FORM 4K: Statement of Legal Capacity
15.	10.3	Total duration of work	Stage I (Design): 3 months Stage II (Implementation): 9 months As stipulated in Section VI: Scope of Work
16.	15.3	Technical Bid Opening date	Date : 23-11-2017 Time : 1530 hrs (IST)
17.	17.3	Location of Assignment	IWAI's Head Office at Noida - A-13, Sector-1, Noida-201301
18.	18.1	Mobilization	IWAI's Head Office at Noida - A-13, Sector-1, Noida-201301
19.	18.2	Mobilization Time	7 days from the Letter of Award
20.	-	Price Preference	Price Preference and Split in scope of work shall not be applicable for this Tender. Even in case of MSME Registered Bidders also.

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To

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

Sub: Selection of Consultant for Design and Supervision of Inland Waterways Museum
at Inland Waterways Authority of India Head Office (Noida)

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, Scope of work, Standard Form of Contract, Technical Bid Standard Forms, Financial Bid Standard Forms and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said terms & conditions & scope of work for the sum as stated in Form Fin – 2 of our bid.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT/ BG in IWAI Account as per the details given therein:

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

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the last date of bid submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture

of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking of India or Multilateral or International Aid Agency/Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

duly authorized to sign & submit tender for and on behalf of

(Name and address of firm)

M/s

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

E-Mail id.....

FORM 4B: Similar Works

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

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

“Similar Works¹” have been defined in Clause 16.1.1 of ITB.

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

Firm's Name :

Authorized Signature :

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.

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

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

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

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

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

FORM 4C: Average Annual Turnover of Bidder

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

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory / Auditor Seal of the Firm)

Note:

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

FORM 4D: Power of Attorney

(for authorized representative of the bidder)

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

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER

OF ATTORNEY ON THIS ... DAY OF....., 20**

For ...

(Signature, Name, Designation and Address) Witnesses:

1.....

2.

Accepted

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

Notes:

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

FORM 4E: List of Key Personnel

Sr. No.	Designation	Name	Qualification	Years of Experience
A	Key Personnel			
1	Lead Interior Designer - cum-Exhibition Designer			
2	Lead Spatial Designer			
3	IT Multi Media Expert			
4	Subject Matter Expert/ Researcher			
B	Support Staff (Design & Supervision)			
C	Any other			

Note:

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the Tender Document. A brief CV of the proposed person shall be submitted.
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel subject to Clause 10.1.4 (b) (vii) of ITB, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration with a prior approval from the Employer.
3. If the Employer finds that any of the Key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or if the Employer determines that a Key Personnel has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Employer's written request, provide a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.
4. In the event that any of the Key Personnel is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Employer to provide a replacement.
5. Except as the Employer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement,

and (ii) the remuneration to be paid for any of the Key Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Key Personnel replaced or removed.

FORM 4F: List of Ongoing Assignments

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

FORM 4G: Declaration by the Bidders

To,

Date:.....

The Secretary,
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301

Kind Attention: Secretary, IWAI

Sub: Declaration from the Bidder.

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender document.

I/We hereby make the following declarations:

1.	No alteration has been made in any form in the downloaded Tender document.
2.	I/We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	I/We accept the payment terms of clause 6 of Section VII: Standard Form of Contract.
4.	I/We provide our acceptance to all Tender Terms and Conditions.
5.	Acknowledgment by Bidder as per Clause 8 of ITB

- I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 05 years.
- I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
- I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine.

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

FORM 4H: Bidders Information Form

Bidder name:

[insert full name]

Bidder's country of registration:

[indicate country of registration]

Bidder's year of constitution:

[indicate year of constitution]

Bidder's legal address in country of constitution:

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

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

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

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

Note:

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

FORM 4I: CV Format

- 1) Proposed Position [only one candidate shall be nominated for each position]:
- 2) Name of Firm [Insert name of firm proposing the staff]:
- 3) Name of Staff [Insert full name]:
- 4) Date of Birth: Nationality:
- 5) Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Membership of Professional Associations:
- 7) Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
- 8) Countries of Work Experience: [List countries where staff has worked in the last ten years]:
- 9) Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 10) Publications /Awards received: [for each Publication please mention the concerned magazine / journal / book and the date of publication, For each Award, please mention the name of the award received and the body who conferred it]
- 11) Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: To [Year]:
Employer: Positions held:

11. Detailed Task Assigned [Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[List all task to be performed under this assignment]	[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location Client: Main Project features Position held Activities performed

Certification:

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

[Signature of staff member or authorized representative of the staff]

Date

Full name of authorized representative:

FORM 4J: Format for Pre-bid queries by Bidders
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

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

FORM 4K: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
The Secretary
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

SECTION - V: FINANCIAL BID STANDARD FORMS

Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

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

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

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

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Form Fin – 2: Summary of Cost

Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida), Noida

S. No.	Description	Cost
1	Providing Services towards “ Design Stage of Inland Waterways Museum at IWAI Head Office (Noida)”	
2	Providing Services towards “ Implementation Stage of Inland Waterways Museum at IWAI Head Office (Noida)”	
3	GST as applicable	
	TOTAL (inclusive of Taxes)	

Signature of Authorized Signatory

Name :

Designation :

Name of Firm :

Address :

Email ID :

Form Fin – 3 – Cost Breakup

Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida)

I. Design Stage

S. No.	Description	Amount
1	Key Personnel	
i)	Lead Interior Designer -cum-Exhibition Designer	
ii)	Lead Spatial Designer	
iii)	IT Multi Media Expert	
iv)	Subject Matter Expert/ Researcher	
2	Any Other Non-Key Personnel	
3	Travel	
4	Stationery Printing	
5	Other (if any)	
6	
	Total (to be incorporated in S.No. 1 of Form Fin – 2)	

II. Implementation Stage

S. No.	Description	Amount
1	Manpower (for supervision of works)	
2	Travel	
3	Stationery Printing	
4	Other (if any)	
5	
	Total (to be incorporated in S.No. 2 of Form Fin – 2)	

SECTION-VI: SCOPE OF WORK

1. Background and brief about Project

- 1.1.** Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Govt. of India. It was constituted on 27th October, 1986 vide Inland Waterways Authority of India Act, 1985 for regulation and development of inland waterways for the purposes of shipping and navigation. IWAI has its head office at Noida and field offices at Kolkata, Patna, Kochi and Guwahati.
- 1.2.** IWAI is mandated with the development and regulation of those waterways declared as National Waterways. Besides, IWAI is also developing and maintaining the Indian side of the designated waterway routes under the Indo-Bangladesh Protocol for Transit & Trade and assisting MEA in development & maintenance of Kaladan Multi Modal Project in Myanmar. IWAI's objective is to develop a self-sustainable, economical, safe & environment friendly supplementary mode of transport for the overall economic growth of the country.
- 1.3.** Five National Waterways were declared between 1986 and 2008. In April 2016, with the notification of the National Waterways Act, 2016, 106 new waterways were declared as National Waterways, increasing the total length of National Waterways in India from around 4,382 km to over 20,000 km.

2. Objective

- 2.1.** In an attempt to preserve & showcase the heritage of Inland Water Transport (IWT) sector in India, IWAI wishes to establish an Inland Waterway Museum at its Head Office (A-13, Sector-1, Noida).
- 2.2.** Request for proposal is invited by IWAI from eligible firms (hereinafter referred to as the "Consultant" or "Bidders"), for the captioned work, fulfilling the Terms & Conditions as mentioned in section-4 below.
- 2.3.** The museum shall aim to present a historically accurate narrative storyline through multimedia interactive environment, showcasing the history of Indian waterways, from the early historical period to the current day, the history of inland ports before and after independence, the heritage of inland river navigation, cargo movement, vessels and key activities & achievements of Inland Waterways Transport till date.

3. Project Brief

- 3.1.** The Consultant should deliver a historically accurate narrative storyline as indicated below, in order to provide an educational and engaging experience for the visitors. The Consultant is free to improvise and innovate in the pretext of this EOI & its objective.
- 3.1.1 Use of Rivers (IWT) as arteries of the country's transport system with evolution of Indian civilizations and evolution of IWT from primitive boats to modern day transportation facilities, for trade and war (giving examples of a few rivers of importance since historic times).
 - 3.1.2 Role of inland waterways in the socio-economic development at the regional, national as well as global level.
 - 3.1.3 Efficient interconnectivity between IWT with other modes of transport as well as connectivity with coastal ports, to enable smooth transit and trade.
 - 3.1.4 The storyline include the decline of IWT in India post-independence and the subsequent revival, including but not being limited to – Constitution of Inland Waterways Authority of India, declaration of five National Waterways followed by the notification of 106 new National Waterways in 2016.
 - 3.1.5 The modern-day development including but not being limited to – Reform Measures and Policy Initiatives Undertaken, Special Initiatives to Promote Shipbuilding, Ship-Repair & Ship- Breaking, Promotion of Coastal Shipping, Jal Marg Vikas Project, Draft Inland Vessels Bill, 2017, State of the art Multi-Modal Terminals, Construction of Navigational Lock at Farakka, River Information System (RIS), low Draft LNG Powered Vessels, Construction of Ro-Ro Terminal and training & capacity building (NINI).
- 3.2.** The museum should employ different media of communication to enhance the understanding of the importance of the Inland Waterways. It should be educational yet engaging, by illustrative media rather than just factual information. The main presentation strategy is to engage the visitor in an immersive and experiential space using scenographic exhibitions and multimedia programs. The Consultant would be expected to be equipped to provided services in order to employ tools like projection mapping, interactives, holographs and other AV techniques. Visual representations would include animation (3D and 2D), Live Action and restoring existing, replicating or developing artworks. A certain level of research and understanding of existing material of the past and its historical significance in the story of the Museum would also be required.
- 3.3.** The overall experience should aim to aid and stimulate the discovery process and the visitors intellectual and emotional connection to our heritage and aspire to the future

3.4. Area of the Project:

The proposed Museum at IWAI Bhawan will have a total area of approx. 690 sqm.

- | | | | |
|-------|----------------------------|---|--------------------|
| 3.4.1 | Main Hall Area | - | approx. 595.78 sqm |
| 3.4.2 | Elevator Lobby | - | approx. 31.49 sqm. |
| 3.4.3 | Stairway (at museum level) | - | approx. 62.80 sqm. |

4. Scope of Work

4.1. The scope of work is divided in two Stages as below. The consultant representative should be positioned locally to ensure adequate co-ordination and supervision of work during Implementation stage.

4.1.1. Stage -I: Concept Finalisation

- a. This Part includes work related to specific studies and research associated with the Project. Consultant shall develop the exhibition story line and shall identify exhibits, detail out and design the galleries in close consultation with IWAI.
- b. The Consultant shall furnish a detail concept plan in form of drawings and presentation for IWAI approval. In consultation with IWAI and MoS, the Consultant shall furnish details of spatial design and decorations including space planning for all project facilities required for successful operation and maintenance of the Museum.
- c. The concept plan shall also include details on preliminary artefacts / exhibition objects identified with nature of placement and orientation inside the Museum.
- d. Consultant shall prepare Good for Construction drawings and shall provide specification, BOQ, schedule of quantities with cost estimates, procurement and work methodology for special / specific items (if any), preferred vendor/suppliers list etc. Consultant is required to co-ordinate with IWAI during design development and BOQ preparation.

4.1.2. Stage – II: Implementation

The Consultant shall also supervise Interior decoration works through regular site visits and provide clarifications on design and drawings from time to time as required for successful completion of the project. Consultant based on detailed research and in consultation with IWAI, shall provide detail plan of acquiring artefacts, replica creation and methodology (if required), conservation of artefacts and exhibits, and shall assist IWAI to design and develop museum operation and maintenance

guidelines, organization structure and terms of reference for all key positions and personnel required for successful operations of Museum.

4.2. Detail scope of work for the two stages is follows

4.2.1. Stage-I: Concept Finalization

Task 1: Research and Selection of Exhibits, Theme, display techniques

The research and selection of exhibits will include but not limited to the following ground work before proceeding actual work of design:-

- a) Research on the basis of Concept paper to be prepared by Consultant for the project, for developing themes and storyline for the display areas.
- b) Approval of the theme and storyline from IWAI
- c) Conceptualizing visuals relevant to the theme and storyline.
- d) Selection of display methods and techniques (provide options). In case of selection of artists for painting / sculptors or for other works, In case the consultant recommends a particular individual / organization citing valid reasons and examples of the excellent work done by that Individual / Organisation in other similar works, IWAI may, after following a suitable selection process select such individuals / organisations.
- e) Analysis of display methods (in terms of implementation cost, timeframe, procurement time, benefits and short comings) and techniques.
- f) Selection and Approval of exhibits for display areas.
- g) Propose sculptures/inscriptions to be installed in the Museum.
- h) Analysis of adequacy of the support infrastructure available such as power, water, HVAC etc.

Task 2: Conceptualization and Interior Designing of Project Components

- a) Consultant, in consultation with the IWAI shall carry out site analysis comprising of
 - i. Analysis of the tentative collections (if any);
 - ii. Analysis of visitor friendly facilities such as ramps lifts etc.;
 - iii. Analysis of the display method;
 - iv. Show-cases and pedestals, labelling (caption), gallery write-up etc.;
 - v. Analysis of security systems including emergency exits etc.;
 - vi. Analysis of the facilities required for preservation, restoration and storage of reserved collection;
 - vii. All other as required by Consultant for meeting the project objective
- b) Develop concept design option on the basis of display theme and storyline developed.

- c) Analysis of each concept design in terms of its implementation cost, timeframe, benefits and shortcomings.
- d) This will include but not limit to interior arrangement and layout of the project components, designing of display panels, colour composition, planning of display areas, designing of pedestals and show case, light designing, exhibition design and display of exhibits, storage facilities, installation of public information system & signage, security system, public utility zone, Exhibit captions, internal climatic control parameters , Museo-shop, audio-visual/multi-media (including animation & short-films) & multi-sensory inputs, and so on.
- e) Detailed functional and layout plans/section/elevations in form of drawings, presentation drawings, 3-D layouts & walkthrough for components as required for successful implementation and operation of the Museum as per best international standards
- f) Detail drawings, GFC drawings for construction / execution at project site .The same shall include any specific methodology of execution or application as required for successful execution or finish.
- g) Assist client in process of obtaining statutory approval by providing required drawings, documents and information.
- h) Co-ordination for proposed interior layout and services requirement with IWAI and other involved parties.
- i) Any other item necessary for visitor interpretation and facilitation, and as instructed by IWAI.
- j) Attend meetings called by IWAI and assist IWAI in presentation by providing required information and documents.

Task 3: Estimation of Bill of Quantities and proposing Procurement Methodology

- a) Prepare Preliminary estimate for approved concept plan in consultation with IWAI.
- b) This will include finalization of specifications, prepare schedule of quantities, tender documents, and BOQ (including exhibits and interior work) including estimates of cost.
- c) Provide list of preferred vendors and suppliers for material, exhibits and equipment for selected display techniques.
- d) Assist IWAI in developing procurement methodology for exhibits and equipment for selected display techniques (recommendation on from where and how these items should be procured and suggest alternatives).

4.2.2. Stage-II: Implementation Stage

- a) Shall assist IWAI as required to carry out procurement of material, exhibits and equipment for selected display techniques.
- b) Shall assist IWAI in bid process, including but not limited to, preparing responses to pre-bid queries, attending pre-bid meetings, resolving any other relevant query of contractor(s) and in getting the contractor(s) on-board.
- c) Consultant shall be responsible for the co-ordination with the contractor(s) carrying out interior decoration works, for the issue of necessary Construction Drawings required for the timely completion of the project and provide any clarifications that may be required by the contractor(s)
- d) Regular supervision of the project to ensure works being done as per the issued drawings & specifications.
- e) Develop museum operation and maintenance guidelines for IWAI.
- f) Consultant is required to attend the meetings called by IWAI and assist IWAI in presentations by providing required information and documents.

Indicative Project Timelines

S.No	Deliverable	Time frame	Key Coverage	Tasks Covered
1	a) Display Theme and Story line Report and Presentation. b) Draft Concept Plan and Report	L+4 Weeks	i. Prepare Display theme & storyline report and Presentation for developing concept design. ii. Prepare a concept Plan in consultation with the Client which include following information:- <ul style="list-style-type: none"> • Site/ Component Analysis • List of Identified Exhibits • Display theme and storyline(options) • Concept Design • Preliminary Cost estimate(including exhibits) • Timeline for execution of work. • 3D views of concept design and plan walkthrough (for presentation) • Any other relevant information required to explain the concept 	Not withstanding anything mentioned here, all the activities mentioned in the following tasks should be covered in these deliverables: <ul style="list-style-type: none"> • Task 1 • Task 2

			The Concept plan will be required to be presented to IWAI. A presentation is required to be prepared for the same.	
2	Submission of approved concept plan	L+6 Weeks	Submission of approved concept plan to IWAI post Incorporating IWAI suggestions/ comments	
3	Submission of Detailed drawings, procurement methodology for exhibits and BoQ (Interior works exhibits) to IWAI for approval	L+8 Weeks	Preparation of Detail drawings, Final list of exhibits, procurement methodology and for exhibits and equipment's in discussion with IWAI, list of preferred vendors/suppliers, specifications, schedule of quantities, tender documents, technical specifications and BoQ (including interior works and exhibits).	Not withstanding anything mentioned here, all the activities mentioned in the following tasks should be covered in these deliverables: <ul style="list-style-type: none"> • Task 3
4	Submission of Approved Detail drawings and BOQ along with cost estimates	L+12 Weeks (including 2 weeks of approval of draft by IWAI)	Submission of approved detail drawings, BOQ, cost estimates in a sealed envelope, tender documents and technical specifications to IWAI post Incorporating IWAI suggestions/ comments.	
5	All GFC Drawings for Interior works	D + 2 Weeks (including any modifications required in GFC)	In consultation with the project Consultant shall provide all detailed drawings for execution of works by contractors and provide timely inputs to the contractor for project execution.	Not withstanding anything mentioned here, all the activities
6	Provide all necessary assistance to the contractor in timely completion of the project. Followed by preparation of project completion report	D+38 Weeks	The report shall include detail plan of conservation of artefacts and exhibits, and in consultation with IWAI will include recommendations on operation and maintenance guidelines, organization structure and terms of reference for all key positions and personnel required for successful operations of state of the art museum.	mentioned in the following tasks should be covered in these deliverables: <ul style="list-style-type: none"> • Stage-2

L is the date of issuance to Letter of Award to the Consultant by IWAI

D is the date of issuance of Letter of Award to the Contractor(s) by IWAI

5. Payment Milestones

S.No.	Milestone	Total Payment
	Stage I: Design Stage	(% of Final agreed fess for providing the services as per S.No. 1 of Form Fin – 2 plus applicable taxes)
1	On Submission of :- a) Display Theme and Story line Report and Presentation. b) Concept Plan	30%
2	On Submission of Approved Concept Plan after incorporating observations.	20%
3	On Submission of Detail Design, Final list of exhibits, tender documents, technical specifications, BOQ and estimated cost	20%
4	On Submission of Approved Detail Design, Final list of exhibits, tender documents, technical specifications and BOQ after incorporating observations.	30%
	Total for Design Stage (corresponding to S.No. 1 of Form Fin – 2 plus applicable taxes)	100%
	Stage II: Implementation Stage	(% of Final agreed fess for providing the services as per S.No. 2 of Form Fin – 2 plus applicable taxes)

1	On completion of assistance in Bid process until issuance of LOA to the successful Contractor(s)	10%
2	On Submission of GFC drawings	20%
3	On completion & acceptance of 20% of physical work	10%
4	On completion & acceptance of 40% of physical work	10%
5	On completion & acceptance of 60% of physical work	10%
6	On completion & acceptance of 80% of physical work	10%
7	On acceptance of the submitted Project Completion Report and submission of As-built drawings	20%
8	60 days after the issuance of completion certificate & commencement of operations of the project.	10%
	Total for Implementation Stage (corresponding to S.No. 2 of Form Fin – 2 plus applicable taxes)	100%

SECTION - VII: STANDARD FORM OF CONTRACT

1. Conditions of Contract

- 1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 **“Employer”** means the Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Scope of Work of the contract.
- 1.1.2 **“Principal/Owner”** refers to Inland Waterways Authority of India (IWAI)
- 1.1.3 **“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract.
- 1.1.4 **“Contract/Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures/Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.
- 1.1.5 **“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids.
- 1.1.6 **“NIT”** means the notice inviting e-tender that is being sent by the Employer to the bidders.
- 1.1.7 **“TIA”** means the Tender Inviting Authority
- 1.1.8 **“Assignment/Job”** means the work/services to be performed / provided by the Consultant pursuant to this Contract.
- 1.1.9 **“GC”** means General Conditions of Contract.
- 1.1.10 **“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.
- 1.1.11 **“Applicable Laws”** means the laws and any other instruments having the force of laws in India as they may be issued and in force from time to time.
- 1.1.12 **“Approved”** means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.

- 1.1.13 The word “tender” is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 “**Employer’s Representative(s)**” means the Representative(s) appointed by the Employer.
- 1.1.15 “**Bidder**” means a private company/public company/partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 “**INR**”, Re. or Rs. means Indian Rupees.
- 1.1.17 “**Key Personnel**” means professionals staff provided by the Consultant
- 1.1.18 “**Party**” means the Employer or the Consultant, as the case may be, and Parties means both of them.
- 1.1.19 “**Support Personnel**” means the staffs that support the Key Personnel.
- 1.1.20 “**Third Party**” means any person or entity representing other than the Employer, the Consultant
- 1.1.21 “**Bid**” means the Technical and Financial Bids as mentioned under this tender.
- 1.1.22 “**Terms of Reference (ToR)**” means the document included as under Section VI which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment/job.
- 1.1.23 “**Contract sum**” means the agreed and accepted Consultancy Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.24 “**Chairperson/Chairman**” means Chairperson/Chairman of Inland Waterways Authority of India.
- 1.1.25 “**Secretary**” means the Secretary of Inland Waterways Authority of India.
- 1.1.26 “**Work Order**” means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 1.1.27 “**Day**” means a calendar day beginning and ending at mid-night.
- 1.1.28 “**Week**” means seven consecutive calendar days
- 1.1.29 “**Month**” means the one Calendar month.

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

1.2 **Marginal Headings:**

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

1.3 **Interpretation**

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

- i. Agreement
- ii. Letter of Acceptance, Notice to proceed with the work.
- iii. Consultant’s Bid.
- iv. Conditions of Contract.
- v. Activity schedule: and
- vi. Any other document listed in the contract data as forming part of the contract

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

d) **(i) PARTIES:**

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

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

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

(i) ADDRESS OF THE CONSULTANT AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE EMPLOYER

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

The Secretary

Inland Waterways Authority of India

A - 13, Sector – 1,

Noida - 201301

Tel: (0120) 2544036, Fax: (0120) 2521764

Website: www.iwai.nic.in

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

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

e) POWER OF THE CHAIRPERSON:

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

1.4 CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:

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

- i) Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liasoning for delivering the desired result.

- ii) The successful consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial) within 28 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the consultant.
- iii) The acceptance of tender shall rest with the IWAI. The IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of conditions of contract shall be brought to the notice of the consultant and he shall be given an opportunity to explain the fact, but the IWAI has right to withdraw in full or part of the work of the consultant. In such event, payment shall be made in proportion to the extent of service rendered by the consultant till such time.
- vi) The consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the consultant will remain valid for 120 days from the date of the opening of the Technical Bid.
- xi) Suitable extension of consultancy period may be granted by IWAI 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.
- xii) The consultant shall not change nature and level of technical experts as well as other staff indicated in the Bid.
- xiii) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xiv) The consultant shall observe all care & diligence in the drafting the Act existing into consideration the similar Act of developed countries, prevailing condition/status of IWT sector in the country, the technological development in this sector as on date & future as well as the suggestion, views and comments obtained from the stake holders in this sector.
- xv) The consultant shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this

contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.

- xvi) The consultant shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this consultancy work, visiting IWAI offices/ offices of the classification society, statutory Authorities, stake holders including State/Central Govt. Dept. as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc. with concerned authorities.
- xvii) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of all the drawings, designs, reports, schemes, documents, workshops, public meetings etc. which would be required to be prepared by the consultant during the course of the assignment.
- xviii) In the event of consultant's firm closing its business, IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be made to Consultant up to the stage of services then completed. In this regard, decision of Chairperson, IWAI shall be final and binding on the consultant.

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

2.1 **Commencement & Completion of Contract:** The consultant shall begin carrying out the services from the date of issuance of LOA (letter of award). The consultant shall carry out the works in all respect as per the Scope of Work to the entire satisfaction of the employer for a period of 8 months.

2.2 Extension/Reduction of Contract Period:

No extension of the period of consultancy is envisaged under this contract. However, if there are genuine reasons which could not have been foreseen by an experienced consultant on account of which time schedule agreed to between the parties may not be adhered to, the Consultant shall inform the employer in writing of such anticipated

delay along with reasons and request for extension of time. However, it is at sole discretion of the Employer to grant such extension of time to the consultant and for a period as the employer finds most feasible and in best interest of the project.

2.3 **Modifications or variations:**

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

2.4 **Force Majeure**

2.4.1 **Definition**

- a. For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes ,lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.
- b. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or by or of such party's Sub-Consultants or agents or employees, not (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.4.2 **Measures to be taken:**

- a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure
- b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following

the occurrence of such event, providing evidence of the nature and cause if such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.
- d. During the period of their inability to perform the services as a result of an event of force majeure, the consultant, upon instructions by the Employer shall either:
 - i. Demobilize
 - ii. Continue with the services to the extent possible
- e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

2.5 **Suspension:**

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

2.6 **Completion Time and Extension**

- 2.6.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.
- 2.6.2 However, if the work is delayed on account of:
 - i. Suspension of work as per clause 2.5; or
 - ii. “Force Majeure” as per clause 2.4; or
 - iii. Any other cause, which, in absolute discretion of the Engineer-in-charge is beyond the Consultant’s control; then immediately upon the happening of any such events as aforesaid, the Consultant shall inform the Engineer-in-charge accordingly, but the Consultant shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The Consultant shall also request, in writing, for extension

of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

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

2.7 **Compensation for Delay**

If the Consultant fails to complete all items of works in respect of any of its sub-group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as any ascertained / agreed compensation as per clause no. 2.9.

2.8 **Liquidated Damages**

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

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

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

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

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

2.9 **Termination**

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

a) If the consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

b) If the consultant fails to comply with any final decision reached as a result of arbitration proceedings.

c) If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this contract.

d) If the consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

e) If the consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the employer.

f) If, as the result of Force Majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

g) If the “Employer”, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

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

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

a) If the employer fails to pay money due to the consultant pursuant to this contract and not subject to dispute within forty five (45) days after receiving written notice from the consultant that such payment is overdue.

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

2.9.3 Cessation of services: Upon termination of this contract by notice pursuant to clauses 2.9 of Standard Form of Contract hereof, the consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

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

- a) If the contract is terminated pursuant to clause 2.9.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
 - i. The amount of performance security:
 - ii. Advance payments, if any, received by the consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law

However, if the contract is terminated under sub-clause (g) 2.9.1 at the sole discretion of the employer, the amount payable to the consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at clause 6 shall be guiding factors for deciding the completion stage of the assignment.

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

3. Obligations of the Consultant

3.1 General

- 3.1.1 **Standard of performance:** The consultant shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interested in any dealings with Sub-Consultants or Third Parties.
- 3.2 **Conflict of Interests:** The consultant shall hold the Employers interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The consultant shall not engage and shall cause their personnel as well as their sub-consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the consultant shall promptly disclose the same to the Employer and seek its instructions.
- 3.3 **Confidentiality:** Except with the prior written consent of the Employer the consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.
- 3.4 **Insurance to be taken out by the consultant:** The consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition, the Consultant shall also submit Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India and the copy of the same shall be provided before signing of the Agreement.
- 3.5 **Reporting requirements:** The consultant shall submit to the Employer progress report of its activity as on 1st of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the Scope of Work (iii) Places visited and officials contacted and (iii) problems, if any affecting the progress. All

reports shall be delivered in soft copy also in addition to the hard copies. Besides, the consultant is to submit various reports as mentioned.

The consultant is required to make a presentation at appropriate place (to be decided from time to time) on their Monthly progress reports, Draft Final Report and Final Report at the time of submission of these reports as specified.

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

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

4. Obligations and Responsibility / Inputs by IWAI:

4.1 IWAI shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project.

4.2 IWAI, if asked by the Consultant shall furnish relevant Report of the project at the time of work execution only for taking reference.

4.3 IWAI shall provide only the available details / data and balance shall be managed by the Consultant. Non availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for improper preparation of reports /delay in preparation.

5. Security Deposit and Performance Guarantee

5.1 For All Bidders except MSME Registered Firms

The successful bidders' EMD will be converted in to security deposit (SD) and the successful bidder has to remit balance amount of Security Deposit (i.e. Total 5%

Security Deposit deducting EMD submitted with technical bid) in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB. Bank guarantee will not be accepted as security deposit. The bidder shall also deposit an amount equal to 5% of the awarded value of the work as performance guarantee (PG) in the form irrevocable bank guarantee from nationalized/schedule bank in India with validity of 180 days beyond the contract period. This Security deposit and performance bank guarantee shall be submitted within 21 days after the issuance of LOA.

5.2 For MSME Registered Firms

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

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

5.4 No interest will be paid on security deposit.

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

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

- 5.7 All compensation or other sums of money payable by the consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the consultant by the Employer on any account whatsoever. Also in the event of the consultant's security deposit being reduced by reasons of such deductions or sale, as aforesaid the consultant shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

6. Payment Terms

- 6.1 (a) No advance payment shall be made:
(b) Payment terms shall be as mentioned in clause 5 of Section VI: Scope of Work, of this tender document.
(c) In case of delay in construction works on account of any party other than the Consultant or its associated personnel, the Consultant will be compensated on pro-rate basis of fee quoted for providing services as per Form Fin – 2 (Implementation stage).

6.2 Mode of Payment:

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

7. Arbitration

In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 together with any statutory modifications or re-enactment thereof. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.

8. Defect liability period

The Consultant shall render the services till the award of work to the Contractor and shall provide technical assistance / support as per the scope stipulated in Scope of Work and shall assist in Bidding Process e.g. in preparation of replies to pre-bid queries, support in evaluation of bids and other related works.

9. Laws Governing the Contract

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

10. Professional Liability

10.1 Except in gross negligence or willful misconduct on the part of the consultants or on the part of any person or firm acting on behalf of the consultants in carrying out the services, the consultants, with respect to damage caused by the consultants to Employer's property shall not be liable to the Employer:

10.1.1 For any indirect or consequential loss or damage; and

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

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

11. Miscellaneous Provisions

- i. The consultant notifies the employer of any material change in their status, in particular, where such change would impact performance of obligations under this contract.
- ii. The consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.

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

SECTION VIII: ANNEXES

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairperson
Inland Waterways Authority of India
Ministry of Shipping, Govt. of India
A-13, Sector-1,
Noida(U.P.)
Pin- 201301

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Consultant**) as a follow up to the Letter of Award no.....dated..... issued by the Employer **for Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida)**, on production of Performance security in the form of Bank Guarantee for INR (Indian Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Indian Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

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

before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Consultant** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(**Bank**) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultant** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained

or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR(Indian Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 20XX
for
(Indicate the name of bank)

Signature.....

Name of the Officer
(In Block Capitals)

Designation

Code No.

Name of the bank and Branch.(SEAL)

ANNEX - II: AGREEMENT FORM

Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida), Noida

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

DESIGN AND SUPERVISION CONSULTANT

This agreement made on this day of Two thousand seventeen between Inland Waterways Authority of India, A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301. (hereinafter called the "IWAI" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/S.....having its office at(hereinafter called "Consultant" which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

WHEREAS IWAI is desirous for Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida), as per the work Order No.datedin accordance to the Scope of Work conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONTRACTING FIRM has agreed to undertake the Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida), on Terms and Conditions herein after set forth.

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

The Consultant shall undertake the **Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India, Head Office (Noida)**, as per the work Order No.datedin accordance to the Scope of Work of the agreement attachment hereto all of which form part of the agreement.

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

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contact
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendum's
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

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

Witnesses, IWAI

- 1)
- 2)

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

Witnesses of Consultant

- 1)
- 2)

ANNEX -III: DETAILS OF BANK ACCOUNT

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

NAME OF THE SERVICES: _____

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

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH : _____

OF THE BANK

BRANCH CODE : _____

ACCOUNT TYPE

(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory

Name & Designation

Date:

Place

ANNEX-IV: BANK CERTIFICATION

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

Date:

Name: _____

Authorized Signatory

Authorization No._____

Official Seal/Stamp

ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

The Secretary,

INDIA INLAND WATERWAYS TRANSPORT AUTHORITY,

A-13, Sector – 1, Noida - 201 301,

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work: - Selection of Consultant for Design and Supervision of Inland Waterways Museum at Inland Waterways Authority of India Head Office (Noida)

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

5. In case any provisions of this Tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official)

ANNEX-VI: BANK GUARANTEE FORM FOR EMD

The Chairperson,

Inland Waterways Authority of India,

A-13, Sector – 1, Noida - 201 301,

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

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

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

The conditions of this obligation are:

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

Or

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

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

ANNEX-VII: LETTER OF CONSENT

(To be filled up by Sub-Consultant and submitted in Enclosure II of this tender document)

Sub-Consultant's Name: [insert full name]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

Tender No. and title: [insert Tender number and title]

Dear Sir,

The invitation for tendering for [insert name of work] has been called by [insert name of employer].

In this regard, this is an undertaking that [insert name of Sub-contracting firm] having its office at [insert address of the Sub-contracting firm] is willing to participate as sub-Consultant for [insert brief work details for which sub-Consultant will provide services] with [insert name of Bidder] for this project and we are submitting our relevant experience certificates for the same.

[Insert name, signature and seal of authorized representative of the Sub-Consultant]

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2017

BETWEEN

Chairperson, India Inland Waterway Transport Authority represented through Secretary, A-13,
Sector – 1, Noida - 201 301, District: - Gautam Buddha Nagar (U.P.).

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

AND

.....

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/)
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational
procedure, for Selection of Consultant for Design and Supervision of Inland Waterways
Museum at Inland Waterways Authority of India Head Office (Noida).

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India / India, if any. Similarly Bidder(s)/Consultant(s) of India / Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the India / Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.

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

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Consultants

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant 12 months after the completion of work under the contract.

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

Article 7: Other Provisions

- 1) This Pact is subject to India Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

.....

(For and on behalf of Bidder/Consultant)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Date: