

# **TENDER DOCUMENT**

## **ENGAGEMENT OF CONSULTANT FOR STUDY FOR MODAL SHIFT TO INLAND WATERWAYS ON INDO-BANGLADESH PROTOCOL ROUTE**

**TENDER NO. IWAI/CARGO/232/2013**

**[February 2014]**



**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

**A-13, Sector-1, Noida-201301**

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**<https://eprocure.gov.in/eprocure/app>**

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## 1.0 Notice Inviting Tender

### INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector – 1, Noida

Gautam Budh Nagar Distt. (U.P.) PIN : 201 301 (INDIA)

**Email: [mksaha.iwai@nic.in](mailto:mksaha.iwai@nic.in)**

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**<https://eprocure.gov.in/eprocure/app>**

*TENDER NOTICE No: IWAI/CARGO/232/2013*

Inland Waterways Authority of India (IWAI) invites online tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced agencies for “Engagement of consultant for study for modal shift to Inland Waterways on Indo-Bangladesh Protocol route”. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

- 1) **Estimated cost of work:** Rs. 15 Lakhs
- 2) **Date of Publishing:** 15-02-2014
- 3) **Date of Download start date & Time:** 15-02-2014, 18:00Hrs.  
**Pre-bid Meeting:** 21-02-2014 at 11:00 hrs. (at IWAI Regional Office, P-78, Garden Reach Road, Kolkata)  
**Note: Minutes of the pre bid meeting will be uploaded on IWAI website which will be a part of the tender document.**
- 4) **Bid Submission start date & Time:** 10-03-2014
- 5) **Bid Closing/Document Download End Date & Time:** 14-03-2014 till 15.00 hours.
- 6) **Bid Opening Date & Time:** 14-03-2014 at 15.30 hour.
- 7) **Cost of Tender Document (Tender Fee) : Rs. 500/-**
- 8) **EMD : Rs 30,000/-**
- 9) Tender document can be downloaded from IWAI website at [www.iwai.nic.in](http://www.iwai.nic.in). and Central Public Procurement Portal (CPP) Website '<https://eprocure.gov.in/eprocure/app>'. A demand draft of Rs. 500/- (Rupees Five hundred only) of any Nationalized/ Schedule bank in favour of 'IWAI Fund' payable at NOIDA/New Delhi should be submitted along with the bids towards cost of the tender document. Bid without tender cost will be rejected.

- 10)** A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder.
- 11)** Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed on each page for agreeing the same.
- 12)** The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 1500 hours on **14.03.2014** and will be opened online on same day at 1530 hours at IWAI, A-13, Sector-1, Noida-201301.
- 13)** The original demand draft for tender fee and EMD should be deposited before closing date and time of submission of bid at Inland Waterways Authority of India, A-13, Sector-1, Noida – 201301 (U.P.).
- 14)** IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

**Director (Traffic)**

## 2.0 Instructions to Consultants (ITC)

### 2.1 DEFINITIONS

- (a) “**Employer**” means the Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “**Consultant**” means any entity or person or association of person who provides the Services to the Employer under the Contract. Joint Venture companies are not covered by this term.
- (c) “**Contract**” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Consultant together within the documents referred to therein including all the attached documents listed in the tender documents and Annex/Appendices.
- (d) “**Personnel**” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof.
- (f) “**Proposal**” means the Technical and Financial Proposals as mentioned under this tender.
- (g) “**Assignment / job**” means the work to be performed by the Consultant pursuant to the Contract i.e. preparation of Engagement of consultant for study for modal shift to Inland Waterways on Indo-Bangladesh Protocol route.
- (h) “**Sub-Consultant**” means any person or entity with whom the Consultant subcontracts any specific and specialized part of the Assignment/job with prior approval of Employer.
- (i) “**Terms of Reference**” (TOR) means the document included as hereunder which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
- (j) “**Contract sum**” means the agreed and accepted Consultancy Fee as per the Letter of Award (LoA) including taxes as applicable as per the prevailing rates at the time of LoA.

- (k) **“Officer-In-Charge (EIC)”** means the officer authorized to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (l) **“Chairperson/Chairman”** means Chairperson/Chairman of Inland Waterways Authority of India.
- (m) **“Director”** means the Director of the Authority, as the case may be.
- (n) **“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.
- (o) **“Day”** means a calendar day beginning and ending at mid-night.
- (p) **“Week”** means seven consecutive calendar days
- (q) **“Month”** means the one Calendar month.
- (r) **“Consultancy Services”** means Consultancy Services/Works to be executed in accordance with the contract.
- (s) Words imparting the singular only shall also include the plural and vice-versa; he includes she and vice-versa unless this is repugnant to the context.

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

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

- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Consultant/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders for which they are interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of all the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the favourites folder, they selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along

with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/ couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.



- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

The contact number for the CPP Portal helpdesk is 1800 233 7315

### **3. BACKGROUND**

#### **3.1 India and Bangladesh**

- 3.1.1 River Brahmaputra from Dhubri to Sadiya (891km) was declared as National Waterway no. 2 (NW-2) in 1988. IWAI is maintaining a 45 meter wide navigable channel with 2.0 meter least available depth (LAD)

from Bangladesh Border (near Dhubri) to Dibrugarh (768 km) and 45 meter wide channel with 1.5 meter LAD between Dibrugarh and Sadia. IWAI is also providing infrastructure facilities such as day and night aids to navigation alongwith DGPS facilities for safe navigation. Further, for transportation of cargo various types of vessels belonging to Inland Water Transport Department (IWTD), Govt. of Assam, IWAI, Central Inland Water Transport Corporation (CIWTC) and private operators of India and Bangladesh operate in this waterway.

3.1.2 River Ganga from Allahabad to Haldia (1620 km) was declared as National Waterway no. 1 (NW-1) in 1985. IWAI is maintaining a 45 meter wide navigable channel with 2.0 meter least available depth (LAD) from Bangladesh Border (near Dhubri) to Dibrugarh (768 km) and 45 meter wide channel with 1.5 meter LAD between Dibrugarh and Sadia. IWAI is also providing infrastructure facilities such as day and night aids to navigation alongwith DGPS facilities for safe navigation. Further, for transportation of cargo various types of vessels belonging to State Government of West Bengal, Bihar, IWAI, Central Inland Water Transport Corporation (CIWTC) and private operators of India and Bangladesh operate in this waterway.

3.1.3 A Protocol on Inland Water Transit and Trade between India and Bangladesh exist under which inland vessels of one country can transit through the specified routes of the other country. The existing protocol routes are (i) Kolkata-Pandu-Kolkata, (ii) Kolkata-Karimganj - Kolkata, (iii) Rajshahi-Dhulian-Rajshahi and (iv) Pandu-Karimganj-Pandu. For inter-country trade, five Ports of Call have been designated in each country namely; Kolkata, Haldia, Karimganj, Pandu and Silghat in India and Narayanganj, Khulna, Mongla, Sirajganj and Ashuganj in Bangladesh. Details of Protocol and map may be seen on IWAI's website [www.iwai.nic.in](http://www.iwai.nic.in). The NW-1 and NW-2 are connected through waterways of Bangladesh and Sunderbans. Further, for transportation of cargo various types of vessels belonging to IWT Deptt, Govt. of Assam, State Government of West Bengal, IWAI, Central Inland Water Transport Corporation (CIWTC), and private operators of India and Bangladesh operate in this waterway. Vessels of Bangladesh origin are allowed to ply within the declared Protocol route in India i.e. upto Kolkata in NW-1 and upto Silghat in NW-2.

3.2 IWAI is making investment in providing infrastructure such as river conservancy works to provide navigable channel, providing aids to navigation in NW-1, NW-2 and Sunderbans and terminals with cargo handling facilities at various locations on NW-1 and NW-2. Govt. of India also pays to Govt. of Bangladesh for maintaining waterway and providing aids to navigation on such transit routes which are used by Indian vessels for transit purpose.

3.3 Primarily import and export and transshipment between India and Bangladesh takes place through Land Customs Stations spread over

the borders in West Bengal and North Eastern Indian states of Tripura, Meghalaya and Assam using roads. However some cargo is imported-exported by railways and Inland Water Transport mode also. IWT mode is generally used for export cargo only and negligible quantity is imported using IWT mode in the past.

- 3.4 In this context, it is desired to know the quantity and type of cargo which are traded (export-import) between India and Bangladesh and transshipped using any mode of transport and which can be switched to IWT mode.

## **4. TERMS OF REFERENCE OF THE ASSIGNMENT**

### **4.1 Terms of Reference (TOR):**

The objective of the study is to prepare a Detailed Study on the cargo that are traded between India and Bangladesh using any mode of transport and which can be switched to IWT mode for import – export and transit. The Study will include but may not be limited to the following scope of Work/ Terms of Reference (TOR):

- (i) Identification of existing Export & Import cargo through Petrapole – Benapole LCS and Mohodipur – Sona Masjid LCS alongwith commodities, quantity, shippers and origin – destination (O-D) pairs for 5 years.
- (ii) Identification of origin – destination pairs in India & Bangladesh for the commodities, quantities , major Shippers with data for the last five years passing through the above two LCS.
- (iii) Problems and bottlenecks faced by the Shippers and logistic operators in the existing Land Customs Stations.
- (iv) Existing freight rates of road and IWT modes for all Export & Import cargo.
- (v) Identification of commodities which can be shifted for transportation by Inland water transport from road and advantage for modal shift.
- (vi) Existing facilities of customs and immigration in India and Bangladesh and problems in getting custom and immigration clearance through LCS (road) and Indo-Bangladesh Protocol Route (IWT). Consultant should give suggestion for improvement in existing customs and immigration procedures in Indo-Bangladesh Protocol Route.

- (vii) Consultant should suggest road map to effect modal shift from road based transportation to Inland water transportation and comparative economics for the same.
- (viii) Problems faced by existing barge operators/movers on the Bangladesh Protocol route and possible remedial solutions.
- (ix) Consultant should suggest modalities to promote waterways transportation through Indo-Bangladesh Protocol Route.

**4.2 Manpower requirement for preparing the DPR by the Consultant:**

It is expected that for carrying out this Study/ assignment the consultant would engage the services of any reputed firm in Bangladesh for interaction and collection of desired data in Bangladesh. It is also expected that professionals with adequate qualifications and experts in the logistics are engaged for the study in India and Bangladesh.

**5. TIME SCHEDULE/SUBMISSION OF REPORTS:**

(a) The total period of completion of this assignment would be 12 weeks from the date of signing of the Contract by IWAI and the selected consultant. The time of completion of various sub-stages of the assignment will be as given below:

Sl. No	Activity	Time in weeks reckoned from the date of signing of Contract
a)	Submission of Inception Report after review of available studies data, data collection and visits to operators, shippers, officials, customs, other organizations in India and Bangladesh and discussions with all concerned and firming up the conceptual plan of study and preliminary identification of cargo. (8 copies)	6 weeks
b)	Submission of draft report after receipt of Comments on the Inception Report and carrying out field data collection (8 copies) and presentation of draft report.	2 weeks
c)	Receipt of comments on the draft report.	2 weeks
d)	Submission of Draft final report (10 copies) and presentation thereof.	1 week
e)	Submission of Final Report (20 copies) and presentation thereof	1 week

- (b) If at any stage mentioned above, the Consultant apprehends delay in the submission of any stage report, they shall at least a two weeks in advance seek time extension on sufficient grounds, for the reasons beyond the control of the consultant, which would be without any additional financial implications to the Employer. If the delay is caused beyond the extended period if any, or if the progress/services are unsatisfactory the Employer shall have the right to terminate the contract and be entitled to employ and pay other agencies/ consultants (new) to carry out the work at the risk and cost of original consultant and all expenses consequent thereon or incidental thereto shall be recoverable from the consultants by the Employer and will be deducted from any dues or which may become due to the consultants.

## **6. INFORMATION TO BE SUPPLIED TO THE CONSULTANTS.**

- (a) On specific request by the Consultant, the Employer shall provide the details of studies, if any conducted by the Employer in past for NW-1, NW-2 and Indo-Bangladesh IWT Protocol route within Indian territory.
- (b) The consultant shall ascertain the availability of such details with the other Departments, PSUs, agencies, private sector in India and Bangladesh before submitting their bid.
- (c) Consultant shall warrant that information furnished to them by the Employer/State Govt. shall be treated as secret and shall be used only for the propose for which such information was intended and shall not disclose it to any other party without the prior written approval of Employer.
- (d) Original data should be returned to Employer on completion of the work.
- (e) Consultant shall be solely responsible for arranging required data for a fruitful study. Employer shall not be responsible in any way if the Consultant is not able to get/procure/ascertain any data from any concerned agencies which is required for this study.

## **7. SUBMISSION OF TENDER**

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

### **7.1 Part A - Technical bid**

The consultant shall submit online the technical bid keeping in view the scope of work listed in the TOR and indicate the consultant's approach for completing the work in time giving the details such as work programme, deployment of logistics personal and staff with their

qualification, status etc. be used for this consultancy work. The technical proposal would cover, inter-alia, the following.

- a) Scanned copy of Full profile of the Company with details such as composition/ownership/shareholding pattern, details of management (Board members), key officials with documentary evidence, background of the organization with respect to similar experience and brief description of projects undertaken (for the past 7 years) in the relevant field including scope of work and nature of consultancy services offered. The details of work carried out may be furnished in Annex-I&II. Copies of completion certificate in case of completed studies and copies of work order/agreement in case of ongoing studies shall be submitted as proof of work experience
- b) Scanned copy of Proof of successful preparation of DPRs for logistics projects of comparable nature during last 7 years as detailed below:
  - DPR/ study for one /IWT development/logistics work costing not less than Rs 12.0 lakhs, or
  - DPR for two port/IWT development/logistics works each costing not less than Rs 7.5 lakhs each, or
  - DPR for three port/IWT development/logistics works each costing not less than Rs 6.0 lakhs each,
- (c) Scanned copy of the proof of EMD as specified in Clause – 9 and Scanned copy of proof of tender fee.
- d) Scanned copy of a short write up on methodology to be adopted for the present project and proposed approach and programme to carry out this assignment. (Submit with the help of Bar chart).
- e) Scanned copy of Details of the organizational set up for carrying out the subject study and the individual expertise.
- f) Scanned copy of list of associates with complete CV's who would be associated with the present assignment with their specific scope of work. This should be supported by letters from those associates.
- g) Scanned copy of a signed declaration stating that the tenderer/bidder has not made any addition/deletion/change to any of the tender clauses and it is exactly as per the document available at IWAI web site 'www.iwai.nic.in' / 'https://eprocure.gov.in/eprocure/app'
- h) Scanned copy of the annual Report or Audited balance sheets, for the last 3 years.
- i) Scanned copy of Solvency certificate from the Bank for an amount not less than Rs. 6.0 lakhs.

- j) Scanned copy of Copy of PAN card.
- k) Scanned copy of the Bank account details for transaction through e-payment in format given at Annex-IV.
- l) Scanned copy of any other details which consultant may feel relevant and like to inform.

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

## **7.2 Part B - Financial Bid**

- (a) Price Bid in excel format (BoQ\_XXXXX) provided along with this tender shall be used for quoting prices/offer.
  - (i) This will contain consultancy fee to be charged for completing the work. The total fee shall be quoted as a lump-sum amount. However, consultant shall also enclose therewith, the detailed break up of consultancy fees in important subheads e.g. cost towards man-hours, TA/DA, detailed interaction with shippers, operators, collection of detailed statistics from industry, consumption centers, customs, logistics operators, transit points, preparation of reports etc.
  - (ii) While working out consultancy fees, following points should be noted.
  - (iii) The consultants will have to make their own arrangements for the transport, accommodation, TA/DA for travelling and stay in Bangladesh and India for them and their personnel who are assigned this project, and would be visiting various offices and other places for collection of data, interactions, meetings, presentations and discussions.
- (b) Consultancy fees quoted would deem to have included all the incidental cost including cost for preparation and submission of all the data, details, documents, reports etc. which would be required to be prepared by the consultants during the course of the assignment.

## **7.3 Submission**

The technical and financial bids complete in all respects should be submitted **online** in website <https://eprocure.gov.in/eprocure/app> as per the date and time clearly mentioned in the Notice Inviting Tender and corrigendum if any issued later.

## **7.4 Validity of offer**

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

## **8.0 ELIGIBILITY CRITERIA/EVALUATION OF BIDS**

### **8.1 Eligibility Criteria**

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

The bidder should have completed in the past seven years:

- i) At least three similar works each costing not less than Rs. 6.0 lakhs **OR**
- ii) Two similar works each costing not less than Rs. 7.5 lakhs **OR**
- iii) One similar works costing not less than Rs. 12 lakhs.

**Note:** Similar works means providing consultancy services for preparation of detail project reports/techno economic feasibility study for logistics in rail, road, inland waterways sector, etc.

- (b) Average annual financial turnover of the bidder for similar works should not be less than Rs. 5 lakhs during last 3 years ending 31<sup>st</sup> March, 2013. This has to be submitted with supporting documents certified by a Chartered Accountant. The year with no turn over would also be considered for working out the average.
- (c) The bidder should submit all the documents/details mentioned under clause 7.
- (d) The firm should have a solvency of minimum Rs. 6.0 lakhs.

### **8.2. Evaluation**

- (a) An Evaluation Committee appointed by the Employer will carry out technical evaluation applying the evaluation criteria and point system specified as follows and each responsive proposal will be attributed a technical score.
- (b) The points earmarked for evaluation of technical bids would generally be as follows:

<u>Sl. No.</u>	<u>Description</u>	<u>Points</u>
1.	Consultants relevant experience for the assignment	40



2.	Quality of methodology proposed	10
3.	Qualifications of the key staff proposed	25
4.	Added advantage for experience in logistics study for IWT projects	10
5.	Experience of agency proposed to be engaged in Bangladesh (if separate agency is proposed otherwise full marks)	10
6.	Past work done involving multiple countries	05

**TOTAL = 100**

- (c) The points for evaluation sub-criteria for qualification of key staff proposed are:

<u>Sl. No.</u>	<u>Description</u>	
<u>Points</u>		
1.	General qualification	30
2.	Adequacy for study	20
3.	Experience in logistics projects	20
4.	Experience in India	15
5.	Experience in Bangladesh	15

**TOTAL = 100**

- (d) The technical proposal should score at least 75 points out of 100 for being considered for becoming eligible for opening of financial bid. In other words, financial bids of only those bidders whose technical bids score 75 points or more (out of 100) would be opened for further processing.
- (e) The Employer shall notify in writing the bidders that they passed the minimum technical score and indicate the date and time for opening the financial bids.
- (f) The financial bids of those bidders whose Technical bids do not score 75 or more marks may be returned to them unopened on request by such bidder.
- (g) On opening of the financial proposals in the presence of the consultants who choose to attend, the Employer will announce the name of the consultants, their technical scores and the amounts of their financial

proposals. The Employer will keep a register of representatives attending the meeting.

- (h) The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have quoted all items of the corresponding technical proposals, if not, the committee will cost them and add its cost to the initial price) for the evaluation of financial bids.
- (i) There will not be any carryover of weightage/points scored by technical bids to the financial bid opening stage.
- (j) Normally the bidder whose financial bid is the lowest (L-1) would be selected as "Successful Bidder". However, the employer reserve the rights to select either the lowest bidder or any other bidder with due justification in case other than L-1 bidder is chosen.
- (k) Any effort by the consultant to influence the client in the client's proposal evaluation or contract award decisions may result in the rejection of the consultant's proposal.

## **9. EARNEST MONEY DEPOSIT (EMD)**

- (i) Consultant shall submit, EMD amounting Rs. 30,000/- (Rupees Thirty thousand only) in the form of Demand Draft drawn on any nationalized Bank in favour of "IWAI Fund" payable at Noida/ New Delhi. The EMD as mentioned in clause 7.1 shall be submitted before the closing date and time of online submission. EMD of all unsuccessful tenderers shall be returned after, award of work to the successful bidder on request by the tenderers. No interest shall be paid on EMD on any account..
- (ii) The EMD may be forfeited:-

If the bidder submit any false/incorrect/forged any statements, documents, information submitted/given with this tender or in support of tender at any time before award of work or after award to selected/successful bidder the EMD/Security deposit submitted by me/us shall be forfeited by IWAI.

- (a) If any bidder submit any false/incorrect statements, documents, information submitted/given with this tender or in support of tender at any time before award of work or after award (in case of selected/successful bidder)
- (b) If willfully misrepresentation or omission of facts or submission of false/forged documents by any bidder are found
- (c) If a bidder withdraws his bid during the validity period of bid as specified under clause 7.4
- (d) In the case of a successful bidder, if the bidder fails:-

\* To sign the contract in accordance with clause 12(ii).

\* To furnish security deposit in accordance with clause 10.

## **10. SECURITY DEPOSIT**

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

## **11. REMUNERATION / PAYMENT SCHEDULE.**

### **Total Cost of the Services**

The total cost of the Assignment payable will be set forth in the Work Order which forms an integral part of the Contract. Income tax as applicable will be deducted at source from the payments due to the Consultant. Any other statutory taxes as applicable shall be deducted from the payments due to consultant.

### **11.1 STAGES OF PAYMENT**

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

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

## **12. GENERAL CONDITIONS OF CONTRACT.**

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

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

quantities, specifications and documents etc. basically prepared by them.

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

- xix) Conditional bids submitted by the bidder will be liable for rejection at the discretion of IWAI.

**13. CLARIFICATION AND / OR INTERPRETATION OF REPORT.**

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

**14. OWNERSHIP OF DOCUMENT AND COPYRIGHT.**

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

**15. FORCE MAJEURE**

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

**16. LIQUIDATED DAMAGES**

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

**17. ARBITRATION**

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

**18. TERMINATION OF CONTRACT**

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

**19. Formats (Annex): As follows:**

**DETAILS OF SIMILAR WORKS / STUDIES CARRIED OUT IN LOGISTICS  
IN ROAD, RAIL, IWT SECTOR**

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

**Note:** scanned copies of completion certificate to be submitted in the technical bid in case of completed consultancy works and copies of work order / agreement to be submitted in case of ongoing consultancy works to substantiate the experience.

**(Sign. and Seal of Consultant)**



**DETAILS OF OTHER STUDIES CARRIED OUT**

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

**Note:** Scanned Copies of completion certificate to be submitted in the technical bid in case of completed studies and copies of work order / agreement to be submitted in case of ongoing studies to substantiate the experience.

**(Sign. and Seal of Consultant)**

**FORM OF AGREEMENT BETWEEN EMPLOYER AND THE SUCCESSFUL TENDERER**

**Form of Contract**

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

**WHEREAS**

- (a) The Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide Consultancy services ‘Engagement of consultant for study for modal shift to Inland Waterways on Indo-Bangladesh Protocol route’ in response to the Notice Inviting Tender by the Employer ;
- (b) The “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract and at a total fee of Rs..... (Rupees..... Only),
- (c) The Consultant has furnished the prescribed Security Deposit amounting to Rs..... (Rupees..... only) in the form of Bank guarantee No..... dated..... Valid till..... issued by.....

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The original proposal furnished by the Consultant, alongwith Tender document No. IWAI/CARGO/232/2013
  - (b) Letter of award of Consultancy No..... dated.....
  - (c) Acceptance letter dated .... furnished by the Consultant.

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

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

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

Signed by -----  
In presence of

1. For and on behalf of the Employer

- (Witnesses)
- (i) [Authorized Representative]
- (ii)

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

- (Witnesses)
- (i)
- (ii) [Authorized Representative]

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

**NAME OF THE PROJECT** \_\_\_\_\_

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

Bank Account Number \_\_\_\_\_

RTGS/NEFT/IFSC CODE \_\_\_\_\_

NAME OF THE BANK \_\_\_\_\_

ADDRESS OF THE BRANCH  
OF THE BANK \_\_\_\_\_

BRANCH CODE \_\_\_\_\_

ACCOUNT TYPE \_\_\_\_\_

(SAVING/CURRENT/OTHERS)

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith

It is hereby declared 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 Transport Department responsible for the same.

Signature of Authorized Signatory

Date

**BANK CERTIFICATION**

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

Authorized Signatory

Date :  
No. \_\_\_\_\_

Authorization

Name  
\_\_\_\_\_

**BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT**

(To be submitted on Non-judicial Stamp Paper of Rs. 100/-)

**To**

-----  
-----  
-----

In consideration of the Chairman, Inland Waterways Authority of India (hereinafter called “Employer”) having to enter into an Agreement with M/s ..... (hereinafter called the “Consultant”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for ENGAGEMENT OF CONSULTANT FOR STUDY FOR MODAL SHIFT TO INLAND WATERWAYS ON INDO-BANGLADESH PROTOCOL ROUTE (Tender No. IWAI/CARGO/232/2013) on production of Performance security in the form of Bank Guarantee for Rs ..... (Rupees.....only), at the request of ..... **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Contract Agreement.

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

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

4. We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultant** and accordingly discharge this Guarantee after defects liability period of one year from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

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

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

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

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

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

Dated the ..... of ..... 2013

for .....  
(Indicate the name of bank)

Signature.....

Name of the Officer .....  
(In Block Capitals)

Designation

Code No. ....  
Name of the bank and Branch.(SEAL)

### Form for financial proposal

Sl No.	Item	Price (in Rs)
1.	Consultancy Services for Preparation of Detail Report for study for modal shift to Inland Waterways on Indo-Bangladesh Protocol route in accordance with Tender document No. IWAI/CARGO/232/2013	
2.	Service tax and / or any other taxes at prevailing rate.	
3.	<b>Total Cost (in Rupees)</b>	

Total Cost (in words) Rupees ..... only.

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

Authorized Signature  
Name: .....  
Designation .....  
Name of firm:  
Address:





## **INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

A-13, Sector – 1, Noida

Gautam Budh Nagar Distt. (U.P.) PIN : 201 301 (INDIA)

### *E-Tender Notice No: IWAI/CARGO/232/2013*

Inland Waterways Authority of India (IWAI) invites online bids in two cover system from experienced consultants/agencies for “Engagement of consultant for study for modal shift to Inland Waterways on Indo-Bangladesh Protocol route”. Details of NIT are following:

(i) Estimated cost of study: Rs. 15 Lakhs; (ii) Earnest Money Deposit : Rs. 30,000/-; (iii) Cost of tender document: Rs. 500/-; (iv) Date of download of tender from 15.2.2014 to 14.3.2014 (1500 hrs); Last date for online submission of bid: 14.3.2014 till 15.00 hours, Date & time of opening : 14.3.2014 at 15.30 hour. Pre-bid meeting : 21.2.2014 at 11 AM at IWAI Regional Office, P-78, Garden Reach Road, Kolkata-700043

For other terms and conditions please refer to IWAI website [www.iwai.nic.in](http://www.iwai.nic.in) and CPP Portal website <https://eprocure.gov.in/eprocure/app>

**Director (Traffic)**