



**Inland Waterways Authority of India  
(Ministry of Shipping, Government of India)  
Head Office : A-13, Sector-1, Noida-201301  
Phone : 0120-2544036 & 2521724, Fax : 0120-2521764**

**Brief N.I.T No : IWAI/Estt.SRC/28/2017 Dated 10/10/2017**

**Online bids are invited from reputed firms for providing “Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Work force for New National Waterways”**

**The Details of N.I.T**

- 1) Cost of the Tender Document : INR 1000/-
- 2) Date of download of Tender Document : 10.10.2017 to 24.10.2017
- 3) Pre Bid meeting : 30.10.2017 at 14:30 Hrs (IST).
- 4) Last Date/ time for online submission : 05.11.2017 upto 15:00 Hrs (IST)
- 5) Date / Time of Bid opening : 05.11.2017 upto 15:30 Hrs (IST)
- 6) Detailed eligibility criteria, EMD, ITB, and other terms & conditions of the tender document can be seen at : [www.iwai.nic.in](http://www.iwai.nic.in) & <https://eprocure.gov.in/eprocure/app>; however online submission will be through <https://eprocure.gov.in/eprocure/app>.

**Sd/-  
SECRETARY**



**TENDER**

*FOR*

**“Consultancy Services for Manpower Assessment & Competency Mapping in IWT  
Sector for Developing Workforce for New National Waterways”**

Tender No. **IWAI/Estt.SRC/28/2017**

**INLAND WATERWAYS AUTHORITY OF INDIA**

9<sup>th</sup> 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 Applicants or any other person. The purpose of this Tender is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
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 consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Consultancy Company/Firm/Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this 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 consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this tender document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender document does not imply that IWAI is bound to select an Applicant or to

appoint the Successful Applicant, as the case may be, for the consultancy 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 Application.

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 RFP / amended Tender document will be made available on the website of IWAI.

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**SECTION - I: NOTICE INVITING E-TENDER**

**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Government of India)  
**A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301**  
**Tel: (0120) 2544036 Fax (0120) 2521764**

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

Website: [www.iwai.nic.in](http://www.iwai.nic.in) & <https://eprocure.gov.in/eprocure/app>

File No. IWAI/Estt.SRC/28/2017

Date : 09/10/2017

### **NOTICE INVITING E-TENDER**

**a) Introduction**

Inland Waterways Authority of India (IWAI) invites online Tenders/Bids **from Consulting Organizations for Manpower Assessment & Competency Mapping in IWT Sector** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for **“Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways”**.

**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](http://www.iwai.nic.in)” and are advised to pay Rs. 1,000/- (Rupees One Thousand only) as the cost of Bid document deposited to IWAI fund.

Document download start date	10.10.2017
Date of submission of pre-bid queries	24.10.2017
Pre-bid meeting	30.10.2017 at 14:30 hrs
Bid Submission Last Date	05.11.2017 upto 15:00 hrs
Bid Opening date	05.11.2017 at 15:30 hrs
Cost of tender document	INR 1,000/-



**c) Brief Scope of the Work**

In brief, the scope of work for the appointed Consulting firm shall be assessing the manpower requirement and build a pool of qualified and competitive talent in the IWT Sector. Further the key objective of this engagement also aims at identifying continual development initiatives for the identified resources in order to make them more competent and relevant for a longer period. Accordingly IWAI intends to set up training facilities to cater to manpower development with respect to growing demand in this sector. The Consultant shall conduct primary research on the field, in States such as Assam, West Bengal, Kerala, Jharkhand, Andhra Pradesh, Orissa, Bihar and other important Locations based on mutual agreement covering around 10 – 12 Locations. In this regard the consultant shall meet the industry representatives, Large/SME players, government departments and organizations such as National Skill Development Corporation (NSDC).

**d) Method of Selection**

Bidder will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this Tender Document.

**e) Clarifications**

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

**The Secretary,  
Inland Waterways Authority of India,  
(Ministry of Shipping, Govt. of India)  
A-13, Sector – 1, Noida-201301, U. P.  
Tel: (0120) 2544036 Fax (0120) 2521764  
E-Mail: [secy.iwai@nic.in](mailto:secy.iwai@nic.in)  
Website: <http://www.iwai.nic.in>**

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

**Secretary, IWAI, Noida**

**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). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland waterway vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.

**2. Introduction**

- 2.1 The Employer will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in Clause - 16 under Section – II: Instruction to Bidder (ITB).
- 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: Terms of Reference and Scope of Service.
- 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.
- 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 should be one among the top reputed Consulting Organizations, who have done similar work in the past and have showcased quantifiable measure of success backed with qualitative work.
- 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. The Bidder can provide the details of the works that have been substantially completed. “**Substantially Completed Works**” shall be based on completion of 80% or more works that have been financially completed under the claimed contract. Substantial completion of works shall be supported by client certificates with the name of the work including component breakup of relevant work to the extent of similar work, work order value, start date, percentage of similar work completed till date of issue of the Tender in financial terms (Net Payment received against the Contract) as indicated in Form 4B. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head is mandatory.
- 3.4 Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> 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 mentioned in Section - III Data Sheet) meeting the requirements specified in Clause - 3 of Section – VI: Terms of Reference and Scope of Service. Each of the Key Personnel must fulfill the conditions of eligibility with respect to Qualifications and Experience as outlined in Clause 6.2 of Section -VI.
- 3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.9 The Bidder shall also indicate following:
  - 3.9.1 The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. 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 assesses 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 no. 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 authorized signatory of his/her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration by the Employer. The

Employer will endeavor 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 – 4I, 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.

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 shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> 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 amounts as mentioned in Section III Data Sheet. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

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

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

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

6.1.4 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

6.1.5 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.

6.1.6 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 First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Consultant)
- (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) If the Bidder fails to furnish the security deposit in accordance with conditions of contract.

(viii) 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, his earnest money paid along with the tender shall be forfeited.

**6.2 Cost of Tender Document**

All Bidders are required to pay the cost of Tender Document as mentioned in Section-III of Data Sheet through RTGS, to be deposited in the same account, the details of which are mentioned in Clause 6.1.1 above. 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 an amount as mentioned in Section - III: Data Sheet

**6.4 Taxes**

The Bidders shall fully familiarise themselves with the applicability of all types of taxes (such as inter alia Income Taxes, custom duties, fees, levies, GST and any other taxes). 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 the existing rules and regulations at the time of payment.

**6.5 Currency**

Bidders shall express the price of their Assignment/job in Indian Rupees.

**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. 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. The employer will make its best effort to complete negotiations, if any, within this period. Should the need arise, 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.

**6.8 Number of Bids**

A bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

**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 consulting assignment / job for a project shall be disqualified from providing consulting assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide

consulting 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 consulting assignment/job resulting from or directly related to the firms consulting assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than consulting 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-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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.

**8. Acknowledgement by Bidders**

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

- 8.1 Made a complete and careful examination of the Tender for Consultancy;
- 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;
- 8.4 Acknowledged that it does not have a Conflict of Interest; and
- 8.5 Agreed to be bound by the undertaking provided by it 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 enroll in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enroll 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/e-Mudra 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 as specified in Section – III: Data Sheet. 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 Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given in person to 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 the Tender / 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 documents submitted are 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 opener's 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.

## **10. Submission of Bids**

The Hard Copy of original instruments in respect of cost of Tender document and Earnest Money Deposit (EMD) along with the complete bid document as enumerated below must be delivered to the office of Secretary on or before Bid closing Date & Time. 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
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – V
- e. Scanned copy of Form of Tender (Form - 4A)
- f. Scanned copy of a signed declaration by the bidders (Form - 4G)
- g. Statement of Legal Capacity by the Bidders (Form – 4K)
- h. Power of Attorney for the authorized 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 license / Voter's ID *etc.*) of the authorized representative.
- i. Bidder 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 authorized signatory of the bidder.

**10.1.2 Enclosure – II**

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31<sup>st</sup> March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Form - 4C for average annual turnover.
- e. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annexure - III & IV.
- f. 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 projects executed by the bidder in last seven years. The submitted certificates shall comply to conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria) Such eligible projects shall be supplied in Form - 4B.
- c. Copies of work order/agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form - 4F.
- d. Provide list of litigation history.

**10.1.4 Enclosure – IV**

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
  - (i) The approach to the work and methodology to be adopted, and
  - (ii) Detailed work plan.
- b. Scanned copy of the list of experts/key personnel (Form - 4E) with complete signed CV's, adhering to the following requirements:
  - (i) Key Personnel (**Project Manager or Project Lead, Human Resource Development Expert and Institutional & Capacity Development Expert**) must be in-house/permanent staff or full time employees of the consulting organization.
  - (ii) The Bidder is to ensure that the time allocated for the key personnel does not conflict with the time allocated for any other assignment.



- The Employer reserves the right to request a workload projection (including time spent on other projects/clients) for the Key Personnel.
- (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
  - (iv) The Key Personnel shall remain available for the period as indicated in the Tender Document.
  - (v) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished.
  - (vi) Each CV shall bear original signatures of the Key Personnel and the authorized signatory of the Bidder. Scanned Signatures on the CV's shall not be accepted. The employer may seek replacement of any of the CV's it finds unsuitable/not meeting the criteria stipulated in the tender document.
  - (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender document.
  - (viii) The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.
  - (ix) Since the replacement of key personnel affects the marking of technical evaluation of the bids, the bidders shall strictly observe that there shall be no replacement/change in the key personnel proposed by the consultants at the time of signing of contract from the key personnel proposed by the consultant at the time of bidding. For any reasons whatsoever if the bidder engages in replacement of key personnel there shall be a deduction of 10% from the total remuneration of the replaced personnel.
  - (x) 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.

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

## **10.2 Cover-II: Financial Bid**

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

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
  - (a) The consultants will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project for visiting various offices in different States, and other places for meetings, data collection, presentations, public consultation during field visit, public hearing and discussions, the remuneration of the experts, secretarial staff, their salary, allowances, overhead expenditure etc.
  - (b) Consultancy fees quoted would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. that would be required to-be prepared and submitted by the consultants during entire course of the present assignment.
  - (c) All duties, taxes, royalties and other levies payable by the Contractor 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 reimbursed 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).

(d) Consultants should include in their financial proposal, cost for site visit from IWAI, Noida to proposed project site by employer's representatives. The number of site visits shall be minimum two (02) and minimum number of representatives per site visit shall be two (02).

10.3 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.

10.4 The total duration of consultancy services 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 procedure for online submission of bids, mentioned under Clause - 9 of ITB, has been read and understood by the bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

**14. Modification/Substitution/ Withdrawal of Bids**

The bidders may modify, substitute or withdraw their tender after submission before the submission deadline as mentioned NIT in this tender document through e-Procurement Mode.

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. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, 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 Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified Clause - 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause - 3 and Clause - 16.1 of ITB. Only responsive Proposals 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 Proposal) and in Section - V (Financial Proposal);
- 15.4.4 It does not contain any condition or qualification or suggestion or submission.
- 15.4.5 It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1 of ITB.

- 15.5 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, 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 along with the Bid prices, 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. Bid Evaluation**

### **16.1 Minimum Qualification Criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.3 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 criteria for consultancy services**

The bidder should have successfully completed and/or substantially completed “**Similar Works**” in the previous 7 (seven) years ending from the Bid Submission Last Date as per the criteria specified below:

- a) 3 similar works each costing not less than **40% of the Estimated Cost of this Project**  
or
- b) 2 similar works each costing not less than **50% of the Estimated Cost of this Project**  
or
- c) 1 similar work costing not less than **80% of the Estimated Cost of this Project.**

For this purpose, the “**Similar Works**” means preparation, analysis and designing of Manpower Assessment & Competency Mapping in Infrastructure/Logistic/ Transportation/Manufacturing Sector for Developing Workforce with right skill and proficiency to facilitate effective and successful Development & Operation.

16.1.2 Average annual turnover from consultancy services for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17 should be at least 100% of the Estimated Cost of this Project.

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

## **16.2 Evaluation Criteria**

16.2.1 The points earmarked for evaluation of Technical Bids would be as follows:

<b>Sl. No.</b>	<b>Description</b>	<b>Points</b>
1.	The consultants relevant experience for the assignment	20
2.	Detail approach & methodology proposed	30
3.	The qualification of the key experts/professionals proposed	50
	<b>Total</b>	<b>100</b>

### **Detailed Marking Criteria**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Score</b>
<b>1.</b>	<b>The consultants relevant experience for the assignment</b>	<b>20</b>
a.	Experience of similar works in the last 3 years	20
<b>2.</b>	<b>The quality of work plan &amp; methodology proposed</b>	<b>30</b>
a.	Work Plan	10
b.	Approach & Methodology	20
<b>3.</b>	<b>The qualification of the key experts/professionals proposed</b>	<b>50</b>
i.	Project Manager or Project Lead	25
ii.	Human Resource or Learning & Organizational Development specialist	15
iii.	Institutional Capacity & Development Expert	10
	<b>Grand Total (Sl. Nos. 1+2+3)</b>	<b>100</b>

**Sub-Criteria for Key Personnel Scoring**

Sl. No.	Key Personnel	Qualification		Relevant Experience	Total
		Minimum	Preferred		
1.	Project Manager or Project Lead	5.0	10.0	10.0	25.0
2.	Human Resource or Learning & Organizational Development specialist	5.0	5.0	5.0	15.0
3.	Institutional Capacity & Development Expert	3.0	3.0	6.0	10.0
	<b>Sub-total</b>				<b>50</b>

16.2.2 The **Technical Bids** must score at least 75 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 75 marks or more (out of 100) would be opened for further processing. However, if the number of such pre-qualified bidders is less than two, the Employer may, in its sole discretion, pre-qualify the bidder(s) whose Technical score is less than 75 marks.

**16.3 Financial Evaluation**

The financial score shall be evaluated according to the following formula:  $sf = 100 * Fm/F$ .

(Sf is the normalized financial score, Fm = lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation)

**16.4 Final Evaluation**

16.4.1 A combined score of Technical and Financial will be evaluated. The successful bidder shall be selected as per the following procedure:

- (i) Proposal will be ranked according to the combined normalized Technical (St) and normalized Financial (Sf) scores using the weights mentioned below.
- (ii) The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.80 and Fw = 0.20  
(T = the weight given to technical proposal; P=weight given to the financial proposal; Tw + Fw = 1)

(iii) Final score (S) would be arrived at using the following

formula:  $S = S_t \times T_w + S_f \times F_w$

Where  $S_t = 100 \times T / T_m$  (T= is the technical score of the bidder under consideration and  $T_m$  = highest technical score amongst the bidders under consideration) and  $S_f = 100 \times F_m / F$  ( $F_m$  = lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation).

### **17. Award of Contract**

17.1 The Employer shall issue a Letter of Award to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).

17.1 The Consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in Section VII, within 15 days of issuance of the Letter of Award.

17.2 The Consultant is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

### **18. Insurance**

18.1 The Consultant shall maintain at his own cost personal and accident insurance for all his Personnel and property as considered satisfactory by the Client to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. The Consultant shall ensure the same for his sub-Consultants also. Client shall not be responsible for any such events or effects thereof. A statement to this effect may be submitted with the offer.

### **19. Indemnity**

19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.



**20. Fraud and Corrupt Practices**

- 20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender for Consultancy, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder’s Proposal.
- 20.2 Without prejudice to the rights of the Employer under Clause 18 (Insurance) hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

**21. 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 Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference 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 consultancy, shall be and remain property of the Employer.

**SECTION - III: DATA SHEET**

**DATE SHEET**

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
1.	2.1	Employer	The Chairperson, Inland Waterways Authority of India, A - 13, Sector - 1, Noida – 201301
2.	2.2	Name of Project Assignment	“Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways”
3.	2.1	Method of Selection	Quality and Cost Based Selection (QCBS) (80% Technical Score Weightage and 20% Financial Score Weightage)
4.	2.3	Date & Time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	<b>Date : 05/11/2017</b> <b>Time : Latest by 15:00 Hrs (IST)</b> <b>Address : Online submission, Secretary, Inland Waterways Authority of India, A - 13, Sector - 1, Noida – 201301</b>
5.	4.0	Date of Pre-bid meeting to be held on	<b>Date : 30/10/2017</b> <b>Time : 14:30 hrs</b> <b>Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida - 201301.</b>
6.	5.1	Last Date for Seeking Clarifications	<b>Date : 30/10/2017</b> <b>Time : 13:00 hrs</b> <b>E- Mail: <a href="mailto:secy@iwai.gov.in">secy@iwai.gov.in</a></b>
7.	6.1	EMD	INR. 80,000 /-
8.	6.2	Cost of Tender	INR. 1,000 /-
9.	-	Estimated Cost of the Project	INR 40 Lakhs
10.	6.3	Bank Solvency	40% of the estimated cost
11.	3.4 & 16.1.2	Average Annual Turnover	100% of the estimated cost
12.	6.7	Bid Validity	120 Days after opening of Technical Bid
13.	3.3	Similar Works	As stipulated in Clause 16.1.1 of ITB
14.	-	JV / Consortium allowed	No
15.	3.7	The Estimated type of Key Personnel required	As per Section VI (Terms of Reference) Clause 6.1 & 6.2

<b>CLAUSE NO. OF DATA SHEET</b>	<b>REFERENCE OF ITB</b>	<b>PARTICULARS</b>	<b>DESCRIPTION</b>
16.	-	The formats for the Technical Bid	<ul style="list-style-type: none"> <li>▪ Form-4A: Form of Tender.</li> <li>▪ Form-4B: Eligible Projects.</li> <li>▪ Form-4C: Average Annual Turnover.</li> <li>▪ Form-4D: Power of Attorney.</li> <li>▪ Form-4E: Curriculum-Vitae of Key Personnel.</li> <li>▪ Form-4F: List of Ongoing Assignments.</li> <li>▪ Form-4G: Declaration by Bidders.</li> <li>▪ Form-4H: Bidder Information Sheet</li> <li>▪ Form-4I: Format for pre-bid queries by Bidders</li> <li>▪ Form-4K: Statement of Legal Capacity</li> </ul>
17.	10.3	Consultancy Period	6 Months from the date of LOA.
18.	15.3	Bid Opening Date	Date: 05/11/2017 Time: 15:30 hrs
19.	17.3	Location of Assignment	Noida

**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.**

Dear Sir,

1. Having examined the information and instructions for submission of tender, Standard form of Contract, Technical, General and Detailed specifications, Bill of Quantities (BoQ) agreement 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 standard form of contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
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, branch, address.	
1					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the date of opening of technical bids 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 severally 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 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 me, 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 an on behalf of

(Name and address of firm)

M/s .....

Telephone no's.....FAX

No.....

**FORM 4B: Eligible Projects**

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

“Similar Works<sup>1</sup>” have been defined in Clause 16.1.1 of ITB.

S. No.	Client Name <sup>2</sup> , Name of work & location of project	Contract Value in INR	Dredging Quantity in Cum	Date of start of work	Scheduled completion date	Actual completion date	Details of dredging work including disposal of dredged material.	Remarks
		Financial <sup>3</sup> value of similar work satisfactorily completed / substantially <sup>4</sup> completed	Physical Qty of similar work satisfactorily completed					

**Firm's Name** : .....

**Authorized Signature** : .....

<sup>1</sup> Exhibit only those projects completed in the last Seven (7) years from Bid Submission Last Date.

<sup>2</sup> 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 / substantial completion from the Client will not be considered.

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

<sup>4</sup> Substantially completed projects as defined in Clause 3.2 of ITB shall be supported by client certificates with the name of the work including component breakup of relevant work to the extent of similar work, work order value, start date, percentage of similar work completed till date of issue of the Tender in Financial terms (Net Payment received against the Contract).

**Note:**

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 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.
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](http://www.xe.com), [www.oanda.com](http://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 Applicant**

<b>Sl. No.</b>	<b>Financial Years</b>	<b>Average Annual Turnover of Applicant (INR) in Last Three Years</b>
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
<b>Average Annual Turnover</b>		[ 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. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
2. This Form shall be submitted on the letter head of the CA/statutory auditor

**FORM 4 D: Power of Attorney**

*(To be executed on Non-Judicial Stamp Paper of Rs.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 Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New Waterways". The selection of Consultant 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.....       ....., 2017**

**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 Applicant 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 Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**FORM 4E: Curriculum-Vitae (CV) of Key Personnel & Non key Resource**

- 1. Proposed Position/Designation :**
- 2. Name of Firm :**  
[Insert name of firm proposing the staff]
- 3. Name of Staff: [Insert full name] :**
- 4. Date of Birth :**
- 5. Nationality :**
- 6. Education :**  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:
- 7. Membership of Professional Associations :**
- 8. Other Training :**
- 9. Countries of Work Experience :**  
[List countries where staff has worked in the last ten years] :
- 10. Language Known :**  
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :
- 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:.....**
- 12. Detailed Tasks Assigned**  
[List all tasks to be performed under this Assignment/Job] :
- 13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**  
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under Para 12.]

**Name of Assignment/Job or project** :  
**Year** :  
**Location** :  
**Employer** :  
**Main project features** :  
**Positions held** :  
**Activities performed** :  
**Period of deployment** :

**14. 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. I also confirm my availability for the project.

I hereby declare that I have not given my consent to any other Consultant besides ..... (name of bidder) to use my CV for the purpose of bid submission for this project.

**Date:**.....

**[Signature of staff member]**

**[Signature of authorized signatory of the**

**firm]**

**Place:**.....

**[Full name of authorized representative]**



**FORM 4F: List of Ongoing Assignments**

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including similar works	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, Noida - 201 301,  
District- Gautam Buddha Nagar (U.P.)**

**Kind Attention:** Secretary

**Sub: Declaration from the Bidder.**

**Tender Reference No:**.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.	<input type="checkbox"/>	We accept the payment terms of clause 7 of Condition of the Contract.
4.	<input type="checkbox"/>	We provide our acceptance to all Tender Terms and Conditions.

5. We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.
6. 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.
7. 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)**

**Note:** Please Tick the appropriate box in the above table.

**FORM 4H: Bidder information sheet**

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name of Applicant's Party]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> 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: Format for Pre bid queries by Bidders**  
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

**Pre – Bid Queries**

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

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

Ref. Date:

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

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... (insert individual's name) will act as our representative 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 us.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**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 consultancy services for [Insert title of Assignment/Job] in accordance with your notice inviting tender 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 GST, Income tax, duties, fees, levies). 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 in .....clause...

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 Costs - BoQ**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount (in Figures)</b>	<b>Amount (in Words)</b>
A.	Consultancy Fees ( <b>Form Fin- 3</b> )		
B.	GST as applicable		
	<b>Grand Total</b>		

Note: All payments shall be made as per the Clause 7 of ToR.

**Authorized Signature**

**Name** : .....

**Designation** : .....

**Name of Firm** : .....

**Address** : .....



**Form Fin – 3: Consultancy Fees**

**1. Key Resource (as required)**

Sl. No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
1.	Project Manager or Project Lead			
2.	Human Resource or Learning & Organizational Development specialist			
3.	Institutional Capacity & Development Expert			
5.	Any other relevant Experts (if any)			
a				
b				

**2. Miscellaneous Expenses**

Sr. No.	Description	Total Amount (INR)
1.	Boarding + Travel expenses	
2.	Report Printing	
3.	Miscellaneous	
4.	Any other	
	<b>Total</b>	

**Note:**

1. Man-months rate and corresponding total amount shall include total emoluments, expenditure allowances, overheads & bonuses, and all local taxes thereon. These are to be provided only for the purpose of break-up of quoted remuneration.
2. The Miscellaneous Expenses details as stipulated above, are to be provided only for the purpose of break-up of total cost under this head.

**Authorized Signature**

**Name**

**Address**

**SECTION –VI: TERMS OF REFERENCE (ToR)**

## **1. Introduction**

Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways of the country primarily declared as National Waterways. In March, 2016 Government of India has declared 106 new National Waterways in addition to the existing five National Waterways by the National Waterway Act, 2016.

National waterways (NWs) of India are well in line to become the lifeline of the country. Not only will these NWs serve the transportation obligations of our nation, but also has the potential to serve as recreational center and promoting tourism activities. After the notification of National Waterways Act, 2016, IWAI has initiated developmental works for the new 106 National Waterways.

## **2. Project Background**

With the mandate to develop 106 new National Waterways across the country, there will be a very high demand for skilled, semi-skilled and unskilled manpower in the sector in the coming years. There is growing realization about the emerging skill shortages due to the mismatch between demand for specific skills and the available supply. In this regard, IWAI wants to conduct a study to estimate the manpower required in the IWT sector and in various work streams in the next 10 years. IWAI invites request for proposal from Eligible firms who meet the criteria mentioned in Section 6 and 7 to undertake this study.

## **3. Objectives of Consultancy**

- 3.1. With this study IWAI intends to assess the skill shortage and develop the workforce with right skill sets to facilitate successful development & operation of new national waterways over next 10 Years. The manpower requirement shall be assessed in phased manner – Short Term (3 years), Medium Term (7 years) and Long Term (10 years).
- 3.2. As a result there will be a need to build a pool of qualified and competitive human resource in IWT Sector. Further the key objective of this engagement also aims at identifying continual development

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initiatives for the identified resources in order to make them more competent and relevant for a longer period. Accordingly IWAI intends to set up training facilities to cater to manpower development with respect to growing demand in this sector.

#### **4. Scope of work**

The Consultant shall carry out the works as prescribed below with reference to the objective set out in Section 3.

The assessment study may include reference of studies already done and other desktop and secondary research. But during the course of the assignment, the Consultant shall conduct primary research on the field, in States such as Assam, West Bengal, Kerala, Jharkhand, Andhra Pradesh, Orissa, Bihar and other important Locations based on mutual agreement covering around 10 – 12 Locations. In this regard the consultant shall meet the industry representatives, Large/SME players, government departments and organizations such as National Skill Development Corporation (NSDC).

The activities to be undertaken by Consultant shall broadly cover but shall not be limited to following:

##### **4.1. As-Is Scenario Assessment**

- i. Identify various work streams relevant for long term sustainability of the IWT sector such as dredging, vessel building & operation, terminal development, maintenance and operation, river training and conservancy works etc.
- ii. Mapping of existing manpower deployed on various existing work streams across IWT sector pan India.
- iii. Review of existing Institutional/Regulatory Framework & Policies for IWT Sector.
- iv. Assess gaps in current institutional framework to cater to skill development needs of manpower deployed.

##### **4.2. Future requirement and competency mapping of manpower**

- i. Assess current & future requirement of the manpower to be deployed based on existing infrastructure development plans of IWT sector.
- ii. Compare this requirement with the standard global requirements of countries with developed waterways. In this regard whatever development plans,

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report, documents are available with IWAI, shall be shared with the shortlisted Consultant.

- iii. Assess the requirement of the manpower at functional level within the identified work streams.
- iv. Broadly assess the manpower and skill requirements in related sectors like coastal shipping, ports operations etc. at different functional levels.
- v. Identify key attributes such as skills, experience, qualification, roles and responsibilities required for each position.
- vi. These attributes shall be elaborated in such a manner that occupant of the position is aware of his/her responsibilities, requirements, KPIs etc., for career and succession planning.

#### **4.3. Gap Analysis and recommendations for strengthening the Institutional Framework**

- i. With reference to the outcomes from 4.1 and 4.2, the Consultant shall do a gap analysis for the existing institutional facilities and development framework required to fulfil the training needs of the manpower required across all the three phases – Short Term (3 years), Medium Terms (7 years) and Long Term (10 years).
- ii. Identification and prioritization of region/s across the country to be focused on for skill development. This would essentially be done based on the quantum of activities already being undertaken such as dredging, fairway development, terminals development etc.
- iii. Identification and prioritization of focus sub-sectors for skill development (such as dredging, RIS, terminal operations etc.) in consultation with the stakeholders.
- iv. Identification of skill development system that ensures inclusivity in terms of: Gender equitability and sensitivity, Rural/Urban, organized /unorganized, Traditional and contemporary, large proportion of unemployed youth.
- v. The Consultant shall research approaches employed in the sector in other countries across the world. The Consultant shall profile a minimum of 3 countries with developed waterway system and the approach adopted in their IWT sector for training and capacity development.

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- vi. Propose and provide a plan to develop various training and vocational institutes to cater to the skill development needs of the manpower to be deployed in the phases mentioned in 4.3 (i).
  - vii. Workout high level training plans for manpower deployed on various activities in IWT sector.
  - viii. Also work out development and training plans for transition of work force from IWT sector to any other related sector or industry like ports, coastal shipping etc. This should complement the result of the study in 4.2.iii.
  - ix. Propose and recommend enabling policies for development of man power across the sector.
  - x. Develop a framework for participation of State IWT in capacity building.

#### **4.4. Methodology**

- i. The methodology for study may adopt a mix method approach with a pragmatic blend of quantitative and qualitative data collection techniques. The study will include primary data collection with a representative sample using scientific sampling technique for assessment/ analysis. Qualitative methods may include key informant interviews, focus group discussions and other relevant methods as per the scope of the study.
- ii. As part of the technical proposal, the consultant may provide the details of the proposed methodology, including but not limited to the following:
  - a. Plan for primary research with a prospective list of data sources to be referred for designing the survey and data collection tool.
  - b. Plan for primary data collection through survey specifying units of analysis
  - c. Plan for usage of qualitative research methods
  - d. Plan for data analysis
  - e. Profile and experience of data collection team should also be included as part of the Team Structure in Technical Proposal

## 5. Time schedule and Deliverables

Total period of this ‘Consultancy Services’ shall be **6 months** from the date of the award of the study by employer/IWAI. It is to inform that time is the essence of the contract as the work under this contract is very important and critical factor for the timely implementation of new waterways projects and successful operations and capacity augmentation of existing waterway projects. The selected Consulting Organization will have to submit the following reports, along with the review and incorporation of the comments given by the project proponent:

Sl. No.	Reports to be delivered	Time Schedule
1.	Inception report (covering detailed approach, methodology and timeline to be adopted in undertaking this study)	On 15 days of issuance of LOA
2.	Draft Initial Assessment Report (on current manpower scenario in IWT sector and gaps in existing manpower requirement to successfully operate and maintain all existing waterways) and subsequent approval by IWAI	On 2 months of issuance of LOA
4	Draft Manpower Assessment Report along with recommendations for continual professional development programs, strengthening of Institutional framework & Training System and subsequent approval by IWAI and Report on Detailed Manpower Assessment (including assessment of manpower required with competency mapping in the next 10 years- Phase wise along with their capability statement, key responsibilities, KPIs, domain expertise required etc.), and subsequent approval by IWAI	On 5 months of issuance of LOA

Sl. No.	Reports to be delivered	Time Schedule
5	Final Manpower Assessment Report for IWT Sector Development (Post incorporation of comments/suggestions received from IWAI)	Within 6 months of issuance of LOA

## 6. Manpower Qualification Requirements

### 6.1. Manpower requirement

Sr. No.	The following experts are required to be on rolls of the firm	
	Resource	Nos
1.	Project Manager or Project Lead	1
2.	Human Resource or Learning & Organizational Development specialist	1
3.	Institutional Capacity & Development Expert	1

### 6.2. Qualification criteria and roles and responsibility of the key personnel

Sr. No.	Resource	Minimum Eligibility / Qualification
1.	Project Manager or Project Lead	12 – 15 years of experience in running Training and Capacity Building Programs & Initiatives in Transport / Logistics/ Infrastructure Sector Experience in running Maritime training / educational institutes/ Corporate Training Firm will be an added advantage Post Graduate in the relevant field is preferred.
2.	Human Resource or Learning & Organizational Development specialist	8 - 10 years of training experience in Transportation / Infrastructure/Logistic/Consulting sector. Post Graduate with specialization in Human Resource Management is preferred.
3.	Institutional Capacity & Development Expert	8 - 10 years of training experience in Institutional & Capacity Development Post Graduate with specialization in relevant field is preferred.



Other than the above mentioned resources, the Consultant shall deploy necessary support staff on ground for completing this assignment in time and with desired quality.

## 7. Payment Terms

7.1 The payment will be made on submission of reports and as per the table below:

Sl. No.	Reports to be delivered	Timeline (from date of LOA)	Payment
1.	Inception Report	15 days	10%
2.	Approval of Initial Assessment Report on current manpower scenario in IWT sector	2 months	25%
3.	Draft detailed Manpower Assessment Report along with competency mapping and recommendations for continual professional development programs, for strengthening of Institutional framework & Training System in the next 10 years – Phase wise along with their capability statement, key responsibilities, KPIs, domain expertise required etc., with necessary approvals from IWAI.	5 months	45%
4.	Approval & Acceptance of Final Manpower Assessment Report by IWAI	6 months	20%

Please note that all the payments shall be made in and shall be subject to applicable Indian Laws for withholding taxes, if any.

**SECTION - VII: STANDARD FORMS 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 ToR 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 V 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 **“Chief Engineer”** means the Secretary, IWAI deputed for the projects under Employer.
- 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.

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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) **PARTIES:**

i. The parties to the contract are the Consultant and the employer.

ii. **REPRESENTATIVES OF THE CONSULTANT SIGNING THE CONTRACT ON BEHALF OF THE CONSULTANT:**

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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.

**iii. 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 to,

**Secretary**

**Inland Waterways Authority of India**

**A - 13, Sector – 1,**

**Noida - 201301**

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

**Website: [www.iwai.nic.in](http://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 of 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.

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- 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 ToR to the entire satisfaction of the employer for a period of 6 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 TOR.

## **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 of 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

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period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 2.6 **Completion Time And Extensions**

2.6.1 Time allowed for execution of 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 or
- iii) Any other cause which, in absolute discretion of the officer-in-charge is beyond the Consultant’s control; then immediately upon the happening of any such events as aforesaid, the Consultant shall inform the officer-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 officer-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 extension 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 officer-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<sup>rd</sup> of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the Consultant by the officer-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**

2.7.1 If the Consultant fails to complete all items of works in respect of any of the 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 an ascertained/agreed compensation as per Clause No. 2.7.

## 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 2% (two 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 works(s) under the individual group/sub-group, as aforesaid in full. In this regard, the decision of the officer-in-Charge 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 including reduction of the scope and short closure of the 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 to the “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 2.6 of conditions 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 2.6.1 hereof, the Employer shall make the following payments to the Consultant:

- a) If the contract is terminated pursuant to clause 2.6.1, 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 and
- However, if the contract is terminated under sub-clause (g) 2.6.1 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.
- b) If the termination takes place due to lack of performance / negligence in the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated Consultancy agency through engagement of third party.

**2.9.5 Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.6.1 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

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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.
- 3.5 **Reporting requirements:** The Consultant shall submit to the Employer progress report of its activity as on 1<sup>st</sup> 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 ToR (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 officer-in-Charge (OIC) prior approval in wiring 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 Detailed Project 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 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 of 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 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.
- 5.3 No interest will be paid on security deposit.
- 5.4 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.
- 5.5 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.
- 5.6 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 officer-in-Charge make good the deficit in his security deposit.

## **6. Payment Terms**

- (a) No advance payment shall be made:
- (b) Payment terms shall be as mentioned in clause 7 of ToR, Section VI, of this tender document.

(c) After submission of report, the same shall be accepted within 7 days if everything in report is ok. Otherwise, IWAI shall intimate about the deficiency for rectifications and modification. Only submission of report is not eligibility for payment release.

**6.1 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 arising 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 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. 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.

**9. Professional Liability**

9.1 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 client’s property shall not be liable to client:

9.1.1 For any indirect or consequential loss or damage; and

9.1.2 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.

9.2 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.

## **10. Miscellaneous Provisions**

- i. The Consultant notifies the employer of any material change in their status, in particular, where such change would impact or 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**

**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 this .....day of ..... 2017

BETWEEN

Chairperson, Inland Waterways Authority of India represented through the Secretary, Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

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/Estt.SRC/28/2017**)

(herein after referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **“Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways”**

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 Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the 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, if any. Similarly Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful 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 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 18 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 Indian 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) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The 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 to 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 :** .....

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## ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

### To

The Secretary  
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 Acceptance no.....dated..... issued by the Employer for “**Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways**”, on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of ..... **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (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 ..... (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 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 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.....(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 ..... 2017  
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**

**“Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways”**

**AGREEMENT**

**BETWEEN**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**AND**

**CONSULTING FIRM**

This agreement made on this.....day of.....Two thousand Seventeen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (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 of giving “**Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways**” as per the work Order No. .... dated .....in accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

**WHEREAS THE CONSULTANTING FIRM** has agreed to undertake the Consultancy Services for “Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways” 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 “**Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways**” as per the work Order No. ....dated .....in accordance to the ToR 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 contract
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendums
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j) .....
- k) ....
- l) .....
- m) .....

In WITNESS whereof the IWAI has caused Shri .....on 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 PROJECT:** \_\_\_\_\_

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

**Signatory**

**Date:**

**No.**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Official Seal/Stamp**

**Authorized**

**Authorization**

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**ANNEX-V: TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

**To,**

**Date:**

**The Secretary,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector – 1, Noida - 201 301,  
District: - Gautam Budh Nagar (U.P.)**

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**

**Name of Tender/Work: - “Consultancy Services for Manpower Assessment & Competency Mapping in IWT Sector for Developing Workforce for New National Waterways”**

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](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/appas> 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 Seal)**

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**ANNEX-VI: FORM OF BANK GUARANTEE FOR EMD**

To  
The Secretary,  
Inland Waterways Authority of India,  
A-13, Sector 1,  
Noida – 201 301.

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 “Employer”) in the sum of the INR \_\_\_\_\_ (Rupees \_\_\_\_\_) for which payment can truly be made to the said Employer. 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 Form of Agreement in accordance with the instructions to bidders, if required; or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Employer upto the guaranteed amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his 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 upto and including the date 180 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. 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**

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**NAME AND DESIGNATION**

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**SEAL OF THE BANK**

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**SIGNATURE OF THE WITNESS**

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**NAME OF THE WITNESS**

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**ADDRESS OF THE WITNESS**

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