



INLAND WATERWAYS AUTHORITY OF INDIA

Ministry of Shipping, (Government of India)

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

Email: iwainoi@nic.in ; kaptaan_ps@yahoo.com

Website: <http://iwai.nic.in>

TENDER

for

**CONSULTANCY SERVICES FOR PREPARATION OF
ENVIRONMENT MANAGEMENT PLAN (EMP), WILDLIFE
CLEARANCE AND CONSENT TO ESTABLISH (NOC)
FOR VARIOUS PROJECTS IN
ASSAM, UTTAR PRADESH AND BIHAR
FOR
DEVELOPMENT OF NATIONAL WATERWAYS**

Bid Document No. IWAI/HY/101NW/PH-I/2015/1

August- 2015

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(SECTION-I)
NOTICE INVITING TENDER

NIT FOR PUBLICATION IN NEWSPAPER



**INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector-1, NOIDA-201 301**

**Tender No.
IWAI/Hy/101NW/PH-I/2015/1**

**Tender for consultancy services for preparation of
Environmental Management Plan(EMP), Wild life
clearance and Consent To Establish(NOC) for
various projects in Assam, UP & Bihar for
waterway development**

Two cover system Bids for consultancy service on above mentioned field are invited for development of waterways in Barak, Ghaghra, Kosi and Gandak rivers.

-:The details of NIT: -

- Tender document cost: Rs. 1,000/-
- Date of download of Tenders: 19.8.15 to 14.9.15
- Pre-bid meeting: 27.8.15 at 1130 hrs.
- Last date of online submission of e-tender: 14.9.15 up to 1500 hrs.
- Date of opening: 14.9.15 at 1530 hrs.
- Detailed eligibility criteria and tender document including EMD and other terms & conditions, along with instructions to the Bidders can be seen at IWAI's website: www.iwai.nic.in & <https://eprocure.gov.in/eprocure/app>

HYDROGRAPHIC CHIEF



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

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

Tel (0120) 2543931: Fax (0120)2522969

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Website : www.iwai.nic.in

NOTICE INVITING TENDER

1. Inland Waterways Authority of India (IWAI) invites tenders/ bids in two cover systems (Cover I - Technical Proposal and Cover II - Financial Proposal) for consultancy services for preparation of Environmental Management Plan (EMP) obtaining Wildlife Clearances and Consent to Establish (NOC) for development of National Waterways in the State of Assam, Uttar Pradesh and Bihar.

i) **The Scope of the Work:**

IWAI intend to develop four (4) national waterways in the states of Assam, Uttar Pradesh and Bihar, which has been presented into 4 Schedules. Schedule no., name of the river, states in which these are located, length (km) and brief scope are summarized below:

Schedule No.	Name of the River	State	Length (km)	Brief Scope
1.	Barak (NW-14)	Assam	121 km	✓ Environmental Management Plan (EMP) ✓ Consent to Establish from SPCB
2.	Ghaghra (NW-38)	Bihar, UP	340 km	
3.	Kosi (NW-55)	Bihar	236 km	
4.	Gandak (NW-36)	Bihar & U.P.	300 km	✓ Environmental Management Plan (EMP) ✓ Wildlife Clearance from SBWL, NBWL and Honourable Supreme Court ✓ Consent to Establish from SPCB

The objective of this assignment is to conduct relevant environmental studies, preparation of Environmental Management Plan (EMP) for pre-construction, construction and operation phases, obtain Consent to Establish (CTE) from State Pollution Control Boards (SPCB), preparation of documents for Wildlife Clearance and obtain Wildlife Clearance from State Board of Wildlife (SBWL), National Board of Wildlife (NBWL) and Honourable Supreme Court.

Bidder/ Consultant may submit the Technical & Financial Proposal for one schedule or multiple schedules. If the Bidder/ Consultant is willing to submit proposal for multiple schedules, the bidder has to submit separate Technical and Financial Proposal and the schedule number along with name of the waterways should be clearly mentioned in the envelop.

- ii) Interested bidders may download tender document online from the IWAI's website "www.iwai.nic.in" and are advised to pay **Rs. 1,000/- (Rupees one thousand only)** as the cost of bid document in the form of non-refundable demand draft in favour of 'IWAI Fund' payable at Noida/New Delhi at any Nationalized/scheduled bank for submitting the bids.

CRITICAL DATE SHEET

Publishing Date	18.8.2015
Document available for Downloading	19.8.15 to 14.9.15
Pre-bid meeting on	27.8.15 at 1130 Hours
Bid Submission last Date (both online and offline)	14.9.15 at 1500 Hours
Bid Opening Date	14.9.15 at 1530 Hours
Cost of Tender Document	Rs. 1,000/-
Earnest Money Deposit (EMD)	Schedule-1: Rs. 1,00,000/- Schedule-2: Rs. 1,40,000/- Schedule-3: Rs.1,24,000/- Schedule-4: Rs. 2,10,000/-

- iii) The Hard Copy of original instruments in respect of cost of tender document, earnest money, must be delivered to the office of Hydrographic Chief on or before bid closing or opening date & time. Bids submitted without original payment instrument like DD, etc., against the submitted bid shall automatically become ineligible and shall not be considered. The Demand Draft attached/submitted for tender fee shall be non-refundable. However, the scanned copy of the demand drafts for cost of bid document and EMD shall be uploaded along with the technical bid.
- iv) A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder for downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.

2. Eligibility Criteria

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

- i) Applicants should be one among the Consultancy organization accredited for Category 'A' OR 'B' projects in **Sector No.33** (i.e. Ports, harbour, jetties, marine terminals, breakwater and dredging) and **Sector No. 34** (Highways, Railways, transport terminals, mass rapid transport system) by QCI / NABET as per List of Accredited EIA Consultant Organizations published in the **MoEF website dated July 06, 2015.**
- ii) Average Annual Turnover during the last three (3) years ending 31st March of the previous financial year should be at least
 - (a) **Rs. 0.50 Crores** (Rupees Fifty lacs only) for Schedule-1
 - (b) **Rs. 0.70 Crores** (Rupees Seventy lacs only) for Schedule-2
 - (c) **Rs. 0.62 Crores** (Rupees Sixty two lacs only) for Schedule-3
 - (d) **Rs. 1.05 Crores** (Rupees One crore Five lacs only) for Schedule-4

Tenderers shall provide financial turnover of the firm for the last three years.

If the bidder wishes to quote for more than one schedule, then consolidated financial turnover for all such schedules should be submitted. If any bidder wishes to quote only for a schedule, then also the bidder should furnish the stipulated financial turnover for that schedule.

- iii) Any entity which has been barred by the MoEF&CC, NABET/QCI, Central Government, any State Government, a Statutory Authority 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 date of the Proposal would not be eligible to submit a Proposal either by itself or through its Associate.
- iv) The bidder shall furnish details in the technical bid regarding their own / parent company experience, capability and resourcefulness.
- v) The bidder shall furnish details of experience of conducting EIA & EMP Study of Infrastructure Projects (**applicable for Schedule 1 to 4**).
- vi) The bidder shall furnish proof of obtaining Wildlife Clearance from SBWL & NBWL of at least one infrastructure project (**applicable only for Schedule-4**)
- vii) The firm shall be financially solvent having adequate resources for successful execution of the consultancy work with documentary evidence.
- viii) The tenderer shall be income tax assessee and shall accordingly submit the Audited Balance Sheet for the last three years.

3. Tender must be accompanied with of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the ITB (Instruction to Bidders).
4. **Communication:** All communications including Clarification/Query if any on the bid document and submission of proposal should be addressed to:

Hydrographic Chief
Inland Waterways Authority of India
A-13, Sector-1, Noida-201301
Tel: (0120) 2527667; Mob: +91 9810777248
Fax (0120) 2544041
Email: kaptaan_ps@yahoo.com

5. **Right to reject any or all Proposals:** Notwithstanding anything contained in this RFP, IWAI reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the first ranked Applicant gets disqualified /rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

Hydrographic Chief
IWAI, Noida

INSTRUCTION TO THE BIDDERS (ITB)

1.0 SUBMISSION OF PROPOSAL: Tenders should be submitted in two covers:-

1.1 Cover-I: Technical Proposal

Earnest Money Deposit: The Consultant shall furnish as part of its Proposal, a EMD as mentioned below in the form of a Demand Draft issued by one of the Nationalised / Scheduled Banks in India in favour of 'IWAI Fund' payable at Noida / New Delhi

	Amount of EMD in Rupees
Schedule-1	Rs. 1,00,000/ (Rupees One Lakh only)
Schedule-2	Rs. 1,40,000/- (Rupees One Lakh Forty Thousand only)
Schedule-3	Rs. 1,24,000/- (Rupees One Lakh Twenty Four Thousand only)
Schedule-4	Rs. 2,10,000/- (Rupees Two Lakh Ten Thousand only)

If the bidder wishes to quote for more than one schedule, then consolidated EMD's for all such schedules should be submitted. If any bidder wishes to quote only for a schedule, then also the bidder should furnish the stipulated EMD for that schedule.

The Earnest Money Deposit of unsuccessful Bidder will be released within one month of finalization of bid.

(a) **Bank Solvency** for the following amounts:-

Schedule-1 – Rs. 20 lakhs (Rupees twenty lakhs only)

Schedule-2 – Rs. 28 lakhs (Rupees twenty eight lakhs only)

Schedule-3 – Rs. 24.8 lakhs (Rupees twenty four lakhs eighty thousand only)

Schedule-4 – Rs. 42 lakhs (Rupees forty two lakhs only)

If the bidder wishes to quote for more than one schedule, then consolidated Bank Solvency for all such schedules should be submitted. If any bidder wishes to quote only for a schedule, then also the bidder should furnish the stipulated Bank Solvency for that schedule.

The Bank Solvency should be in the name of the lead bidder only. The banker address, issuing authority, date of issue, validity, contact phone, e-mail ID of Bank are to be mentioned clearly in the Bank solvency. The Bank Solvency should be for minimum amount as mentioned above and preferably after publication of NIT.

a) The consultant shall submit the Technical Proposal keeping in view the scope of work which must include a short write up on the approach & methodology to be adopted, detailed work programme, the details on the deployment of technical personal & domain experts with their qualification, experience details of the company or the firm its organisation structure/ set up for carrying out the study, details of the consultancy work already completed successfully and the work in progress.

- b) Profile of the Company with details such as composition/ownership/shareholding pattern, details of top management (Board members), background of the organization, key officials, brief description of projects undertaken / experience of similar assignments. The details of the consultancy work carried out may be furnished, along with the cost, duration and completion status. Copies of completion certificate in case of completed studies and copies of work order / agreement in case of ongoing studies shall be submitted as proof of work experience.
- c) Power of Attorney for signing the contract
- d) List of key experts with complete CV's who would be associated with the present assignment
- e) Audited balance sheets for the last 3 years
- f) Copy of Service Tax Registration certificate
- g) Copy of PAN card
- h) Copies of similar work orders and performance certificates / job completion certificates for each individual Schedules for which the bid is submitted (as per prequalification requirement), issued by the client during the past 07 years, for evaluation of financial & technical capabilities of the bidders. **Work orders and performance certificates / job completion certificates shall be in the name of bidder only, clearly indicating the value of work.****

Experience of having successfully completed similar works (Non-Government and public sector work order / completion certificate are acceptable) during last 07 years ending last day of month previous to the one in which this tender is invited should be either of following amount:

SCHEDULE-1

- (i) Three similar works **each** costing not less than Rs. 20 lakhs; **or, (ii)** Two similar works **each** costing not less than Rs. 30 lakhs; **or (iii)** One similar work costing not less than Rs. 40 lakhs.

SCHEDULE-2

- (i) Three similar works **each** costing not less than Rs. 28 lakhs; **or, (ii)** Two similar works **each** costing not less than Rs. 42 lakhs; **or (iii)** One similar work costing not less than Rs. 56 lakhs.

SCHEDULE-3

- (i) Three similar works **each** costing not less than Rs. 24.8 lakhs; **or, (ii)** Two similar works **each** costing not less than Rs. 37.2 lakhs; **or (iii)** One similar work costing not less than Rs. 49.6 lakhs.

SCHEDULE-4

- (i) Three similar works **each** costing not less than Rs. 42 lakhs; **or, (ii)** Two similar works **each** costing not less than Rs. 63 lakhs; **or (iii)** One similar work costing not less than Rs. 84 lakhs.

If the bidder wishes to quote for more than one schedule, then consolidated Work orders and performance certificates / job completion certificates for all such schedules should be submitted.

- (i) The scanned copies of above said documents are to be uploaded Tender/Bid should be submitted in two covers viz. Envelope-1 (containing technical bid) and Envelope-2 (containing price bid) and both of these covers should be placed online in website <https://eprocure.gov.in/eprocure/app>

The first cover/envelope containing Part-1 shall be submitted along with the following documents

Cover -1 (online) :

- a) Scanned Copy of Earnest Money Deposit (Demand Draft in favour of IWAI fund payable at Noida).
- b) Scanned Copy of tender cost (Demand Draft in favour of IWAI fund payable at Noida).
- c) Scanned Copy of Bank Solvency certificate from any nationalized /scheduled bank.

Cover -2 (online) :

- d) Scanned Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.

Cover -3 (online):

- e) Scanned Copy of a signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- f) Scanned Copy of a declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- g) Scanned Copy of acceptance of payment terms clause 08 of "TOR".
- h) Scanned Copy of acceptance to all tender terms & conditions to be confirmed.
- i) Scanned Copy of Duly filled "Tender Form".
- j) Scanned copy of pre-bid meeting as proof of acceptance.

Cover -4 (online)

- k) Scanned Copy of Audit report / Balance Sheet for the last three years
- l) Scanned Copy of Bidders Registration Certificate
- m) Scanned Copy of Document in the respect of PAN, service tax, /registration.

Cover-5 (online)

- n) Scanned Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field.
- o) Scanned Copy of documentary evidence professional experience.

Cover -6 (online)

- p) Scanned Copy of Bank account details for transaction through e-payment in format given at Annexure- II & Annexure – III of Section-V.

Cover-7 (Online)

- q) Scanned Copies of similar Supply orders and performance certificates / job completion certificates for each individual item for which the bid is submitted (as per clause h in above), issued by the client during the past 7 years, for evaluation of financial & technical capabilities of the bidders. Work orders and performance certificates / job completion certificates shall be in the name of bidder only clearly indicating the value of work with date of commencement and completion.

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

1.2 Cover-II: Financial Proposal

- (i) This will contain consultancy fee to be charged for completing the work as per Cost Schedule format given at Annexure-I of Section-V.
- ii) Bank account details for transaction through e-payment in format given at Annexure- II & Annexure – III of Section-V.
- iii) 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 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 cost including cost of all documents and reports etc. which would be required to be prepared and submitted by the consultants during the course of the assignment.
 - (c) All duties, taxes, royalties and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidder / Consultant except for service tax which will be reimbursed to the Consultant on producing proof of payment. **The rates and prices quoted by the Bidder / Consultant 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.

1.3 The Consultant shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant and sealed using company seal as per the terms of this RFP. The Applicant shall be responsible for the accuracy and correctness of the downloaded document as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority in the web site, the latter shall prevail.

1.4 The Proposal will be sealed in an envelope which will bear the address of the Authority, Tender Notice Number and Consultancy Name. It shall bear on top, the following:

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE AUTHORISED PERSON OF THE AUTHORITY”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Outer Envelope	<ul style="list-style-type: none"> ▪ Cover-1 (First & Second Part) ▪ Cover-2
Cover-1	<p>A. <u>First Part of Cover-1</u></p> <ul style="list-style-type: none"> ▪ Cost of Tender (if downloaded from the website) ▪ Earnest Monet Deposit <p>B. <u>Second Part of Cover-1 - Technical Proposal</u></p> <ul style="list-style-type: none"> ▪ Covering Letter ▪ Power of Attorney ▪ Profile of the Company ▪ Audited balance sheets for the last 3 years ▪ Copy of Service Tax Registration certificate ▪ Copy of PAN card ▪ Form Tech – 1: Technical Proposal Submission Form ▪ Form Tech – 2: Experience of Similar Assignments ▪ Form Tech – 3: Comments on TOR ▪ Form Tech – 4: Approach, Methodology and Work Plan ▪ Form Tech – 5: Team Composition and Task Assignments ▪ Form Tech – 6: CVs of proposed Professional Staff ▪ Form Tech – 7: Staffing Schedule ▪ Form Tech – 8: Activity Schedule
Cover-2	<p>Financial Proposal</p> <ul style="list-style-type: none"> ▪ Annexure-1 ▪ Annexure-II ▪ Annexure-III

2.0 EVALUATION OF THE PROPOSAL

- a) An Evaluation Committee appointed by the IWAI will carry out for tender evaluation applying the evaluation criteria and point system specified as follows and each responsive proposal will be attributed a technical score. The technical proposal as received will be evaluated in the first instance. Only proposals which are technically qualified & at per shall be considered for operating their financial bids
- b) The points earmarked for evaluation of technical bids would be as follows:

Sl.No	Description	Points
1.	The consultants relevant experience for the assignment	40

Sl.No	Description	Points
2.	The quality of methodology proposed	10
3.	The qualifications of the key experts/professionals proposed	30
4.	Added advantage for experience in development of Projects on IWT	10
5.	Bonus marks for any successful work on similar work	10
	Total	100

The points given to evaluation sub-criteria for qualification of key technical personnel/domain Experts proposed are:

Sl.No.	Description	Points
1.	General qualification	30
2.	Adequacy for study	20
3.	Experience in study/ consultancy work on IWT / Infrastructure projects	50
	Total	100

- c) The technical proposal should score at least 75 points out of 100 for being considered for becoming eligible for opening of financial bid. In other words, financial bids of only those bidders whose technical bids score 75 points or more (out of 100) would be opened for further processing.

3.0 GENERAL INFORMATION TO THE CONSULTANTS / BIDDERS

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

- i. The successful consultant will have to execute an agreement with Employer on Rs. 100/- stamp paper (non-judicial). Format of agreement is placed at **Annex -VI**. The conditions of the agreement shall be binding on the consultant.
- ii. The acceptance of tender shall rest with the Employer. The Employer reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iii. The right to award, split up work and to reject the offer without assigning any reason is reserved with the Employer.
- iv. Any breach of condition of contract shall be brought to the notice of the consultant and given an opportunity to explain the fact, but the Employer has right to withdraw in full or part of the work of the consultant. In such event, payment shall be made in proportion to the extent of service rendered by the consultant till such time.

- v. The consultant will submit to the Employer a bill in triplicate on completion of each stage of consultancy service giving the details of fees, charges, service rendered etc. for payment by the Employer.
- vi. The rate quoted shall include all taxes, duties, etc. such as sales tax/VAT, toll excluding the service tax.
- vii. The rate quoted by the consultant will remain valid till the consultancy work is fully completed. Any change in the taxes and levies during the execution of the project shall however be compensated on production of proof by the consultant.
- viii. The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.
- ix. The consultant shall undertake to supply additional copies (not exceeding 5 nos.) of the drawings, reports, etc. at free of cost upon the request of the Employer.
- x. The consultant shall not without the prior written approval of the Employer, concede, transfer or sublet the right and obligation under this contract or any part thereof to the third parties, otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant shall still remain responsible in case of the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xi. Consultancy fees quoted for the work would deem to have included all the incidental cost of all the reports, documents etc. which would be required to be prepared by the consultant during the course of the arranging the seminar/workshop etc. for obtaining the views/suggestion of the stake holders.
- xii. In the event of consultant's firm closing its business, Employer shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be made to consultant up to the stage of service then completed. In this regard, decision of the Employer shall be final and binding on the consultant fee.
- xiii. Conditional bids submitted by the bidder will be liable for rejection at the discretion of IWAI.

4.0 DATE OF SUBMISSION

The Technical and Financial Proposal complete in all respects should be submitted by 1500 hours on **14.9.15**.

5.0 VALIDITY OF OFFER

The offer shall be valid for at least 90 days from the date of opening of technical proposal.

CONDITION OF THE CONTRACT

1.0 GENERAL

1.1 Definitions

- a. “**Employer**” means the Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- b. “**Consultant**” means any entity or person or association of person who provides the Services to the Employer under the Contract. Joint Venture companies are not covered by this term.
- c. “**Contract**” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Consultant together within the documents referred to therein including all the attached documents listed in the tender documents and Annex/Appendices.
- d. “**Personnel**” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof.
- e. “**Proposal**” means the Technical and Financial Proposals as mentioned under this tender.
- f. “**Sub-Consultant**” means any person or entity with whom the Consultant subcontracts any specific and specialized part of the Assignment/job with prior approval of Employer.
- g. “**Terms of Reference**” (**TOR**) means the document included as hereunder which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
- h. “**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.
- i. “**Chairperson/Chairman**” means Chairperson/Chairman of Inland Waterways Authority of India.
- j. “**Hydrographic Chief**” means the Hydrographic Chief of the Authority.
- k. “**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.
- l. “**Day**” means a calendar day beginning and ending at mid-night.
- m. “**Week**” means seven consecutive calendar days

- n. “**Month**” means the one Calendar month.
- o. “**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.
 - Agreement
 - Letter of Acceptance, Notice to proceed with the work.
 - Consultant’s Bid.
 - Conditions of Contract including special conditions of contract.
 - Activity schedule: and
 - 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 general 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.

2.0 PARTIES

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

3.0 AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONSULTANT

A person signing the tender or any other document in respect of the contract on behalf of the consultant without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the consultant. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and make or

authorize the making of a purchase of the dredger at the risk and cost of such person and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase.

4.0 ADDRESS OF THE CONSULTANT AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE OWNER

(i) For all purposes of the contract including arbitration there under, the address of the consultant mentioned in tender shall be the address to which all communication addressed to the consultant shall be sent, unless the consultant has notified a change by a separate letter containing no other communication and sent by registered post due to Chairman, Inland Waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Buddha Nagar Distt (U.P.) 201301. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

(ii) Any communication or notice on behalf of the owner, in relation to the contract may be issued to the consultant by the owner, 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 owner.

5.0 AUTHORITY OF THE CHAIRMAN

For all purposes of the contract including arbitration proceeding there under the Chairman on behalf Authority shall be entitled to exercise all the rights and powers of the owner.

6.0 COMMENCEMENT, COMPLETION, EXTENSION, MODIFICATION AND TERMINATION OF CONTRACT

6.1 **Commencement & Completion of Contract:** The consultant shall begin carrying out the services within 15 days from the date of signing of contract which is to be signed within 15 days of issue of letter of award and complete the work in all respect as per the Scope of Work to the entire satisfaction of the employer within the Time Schedule prescribed in the Contract which will be considered as contract period.

6.2 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 Engineer in Charge in writing of such anticipated delay along with reasons and request for extension of tie. Extension of time

not exceeding 4 weeks may be granted by the Engineer in Charge at his sole discretion if the reasons and justifications submitted for seeking the extension of time are convincing.

6.3 **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 agreement between the parties. However, any such variation shall not result in a change in the agreed total consultancy fee or substantial changes to the Scope of Work.

6.4 **Force Majeure**

6.4.1 **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 excepted 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.

6.4.2 **No breach of Contract:** the failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this contract in so far so much inability arise from an event of force majeure provided that the party affected by such an event has taken all reasonable alternative measures, all with the objective of carrying out the terms & conditions of this contract.

6.4.3 **Measures to be taken:**

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

shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

6.5 **Suspension**

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

6.6 **Termination**

6.6.1 **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.

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

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

- a) If the employer fails to pay money due to the consultant pursuant to this contract and not subject to dispute within forty five (45) days after receiving written notice from the consultant that such payment is overdue.
- b) If, as the result of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- c) If the employer fails to comply with any final decision reached as a result of arbitration.

6.6.2 **Cessation of services:** Upon termination of this contract by notice, 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.

6.6.3 **Payment upon termination:** Upon termination of this contract pursuant to clauses 6.6.1 hereof, the Employer shall make the following payments to the consultant:

- a) If the contract is terminated pursuant to clause 6.6.1, 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) 6.6.1 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 5 shall be guiding factors for deciding the completion stage of the assignment.

6.6.4 **Disputed about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 9.6.1 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.

7.0 OBLIGATIONS OF THE CONSULTANT

- 7.1 **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 IWAI and shall at all times support and safeguard the IWAI's legitimate interest in any dealings with Sub-Consultants or Third Parties.
- 7.2 **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 IWAI and seek its instructions.
- 7.3 **Confidentiality:** Except with the prior written consent of the IWAI, 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.
- 7.4 **Professional Liabilities:**
The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the employer may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the consultant's liability toward the employer and not with the consultant's liability toward third parties.
- 7.5 **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 IWAI showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 7.6 **Reporting Requirements:** The consultant shall submit to the IWAI **Progress Report** of its activity as on 1st of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the Scope of the Work (iii) Places visited and officials contacted and (iii) problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies. Besides, the consultant is to submit various reports as mentioned under Deliverables.

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

- 7.7 **Consultant's Actions Requiring Employers Prior Approval:** The consultant shall obtain the IWAI's prior approval in writing before making any change or addition to the personnel listed in their proposal.

- 7.8 **Documents prepared by the Consultant to be the property of the IWAI:** 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 IWAI, 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 IWAI and shall not use anywhere, without taking permission, in writing, from the IWAI and the IWAI 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 IWAI prior written approval to such agreements and the IWAI shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

8.0 LIQUIDATED DAMAGE

- i) If consultants fail to complete the whole of the works within the period specified under the agreement, the consultant shall pay to the IWAI as fixed and agreed liquidated damages and not as penalty @0.5% of the agreed fees for each week of delay.
- ii) The aggregate maximum of liquidated damage payable to the IWAI under this clause shall be subject to a maximum of 10% of the total agreed fees.

9.0 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 to settled within thirty

days, shall be referred to the sole arbitration of a person so nominated by the Chairman, IWAI such arbitrator shall have the right to extend the period of arbitration proceedings with the consent of the parties. The venue of the arbitration shall be NOIDA. In view of the arbitration proceedings, the work under the agreement should not be suspended.

10.0 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.

11.0 MISCELLANEOUS PROVISIONS

- i) Any failure or delay on the part of any Party to exercise right or power under this contract shall not operate as waiver thereof.
- ii) 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.
- iii) The consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment including that of its Associates/Sub Consultants under this contract.
- iv) 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.
- v) 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.
- vi) 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.
- vii) All claims regarding indemnity shall survive the termination or expiry of the contract.
- viii) 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.

CLAUSE - 12: LABOUR

- 12.1 (a) The Consultant shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Consultant shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the Consultant to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the Consultant shall be personally held responsible for the lapse &IWAI shall not be liable in any event.
- (c) The Contract is liable for cancellation if either the Consultant himself or any of his employee is found to be a person who has held class-I post under the IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the IWAI or of the Chairman as the case may be and employment as Consultant for, or in connection with the execution of the public works, or as an employee of such Consultant. If the contract is terminated on account of the failure of the Consultant to comply with the above clause, The IWAI shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the IWAI on account of such termination without prejudice to the IWAI's right to proceed against such officer.
- 12.2 The Consultant shall furnish and deliver monthly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The Consultant shall also submit on the 4th of every month for the period of preceding month to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
- ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 12.3 The Consultant shall pay to labourer employed by him either directly or through sub-Consultants wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.
- 12.4 The Consultant shall in respect of labour employed by him either directly or through sub-Consultant comply with or cause to be complied with the contract labour

(Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.

12.5 The Consultant shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:

- i) Payment of wages Act.1936 (Amended)
- ii) Minimum wages Act. 1948 (Amended).
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) Maternity Benefit Act. 1961 (Amended)
- vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
- viii) The Industrial Disputes Act. 1947 (Amended)
- ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Consultant shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

12.6 The Consultant shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. The Consultant agrees to indemnify and hold the owner harmless from any liability or penalty which may be imposed by any central or state Authority and also of any claims, suits or proceedings that may be brought against the Authority arising under, growing out of or by reasons of work proved by this contract whether brought by employees of the Consultant, by third parties or by Central or State Authority or any political sub division thereof. In case the Consultant fails to submit full details of his account of labour employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

12.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Consultant any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.

12.8 The Consultant shall indemnify the IWAI against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-12.5 above without prejudice to his right to claim indemnity from his sub-Consultants. In the event of the

Consultant's failure to comply with the provisions of all the Act/Laws stipulated in Clause-12.5 or in the event of decree or award or order against the Consultant having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 12.5 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the Consultant or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 12.5 above, on the part of the Consultant under the contract on behalf of and at the expenses of the Consultant and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the Consultant.

- 12.9 In the event or the Consultant committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 12.5 above, the Consultant shall without prejudice to any other liability pay to the IWAI a sum not exceeding Rs.50/- (Rs. fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 12.10 The Consultant shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the IWAI in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Consultant fails to make arrangements as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Consultant.
- 12.11 The Consultant shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Consultant fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Consultant. But this will not absolve the Consultant of his responsibility or otherwise thereof.
- 12.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 12.5 above shall make the Consultant liable to pay to the IWAI as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 12.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Consultant. In the

event of any injury, disability or death of any workmen in or about the work employed by the Consultant either directly or through his sub-Consultant, Consultant shall at all time indemnify and save harmless the IWAI against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Consultant be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Consultant for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the Consultant or from his security deposit or sale thereof in full or part under the contract or any other contract with the IWAI towards fulfillment of the said decree, award or orders.

12.13 Provided always that the Consultant shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

CLAUSE – 13: SECURITY DEPOSIT

13.1 PERFORMANCE GURANTEE

The Consultant shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order.

The bank guarantee shall be valid till expiry of 90 days after the end of 'Period of liability' defined in the contract document.

13.2 SECURITY DEPOSIT

13.2.1 The successful bidder EMD will be converted in to security deposit (SD) and the successful bidder has to remit balance amount of Security Deposit Balance Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in the form of Demand Draft. Bank guarantee will not be accepted as security deposit.

13.3 The total performance guarantee/security deposit shall remain with IWAI till defect liability period after satisfactory completion of work.

13.4 Interest will not be paid on security deposit or performance guarantee.

13.5 If the Consultant having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the Consultant shall be forfeited. It shall be lawful for the Employer:

- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the Consultant under this contract or any other contract with the IWAI, OR
 - ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work/ works at the risk and cost of the Consultant.
- 13.6 No claim shall lie against the IWAI either in respect of interest or any depreciation in value of any security.
- 13.7 The Consultant shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the Consultant will ensure deployment of adequate number of survey personnel and equipment throughout the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in any way with the work done by him or in the workmanship, shall be rectified by the Consultant at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the Consultant under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the Consultant.
- 13.8 If the Consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC 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, the IWAI shall refund the security deposit to the Consultant after deduction of cost and expenses that the IWAI may have incurred and other money including all losses and damages which the IWAI is entitled to recover from the Consultant.
- 13.9 In case of delay in the progress of work, the Engineer- in-Charge 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 Engineer-in-Charge 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.
- 13.10 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 IWAI on any account whatsoever. Also in the event of the Consultant's security deposit being reduced by reasons of such deductions, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

FORM OF TENDER

FORM TECH – 1: Technical Proposal Submission Form

To,
Hydrographic Chief
Inland Waterways Authority of India
A-13, Sector -1, Gautam Budh Nagar
NOIDA - 201301, U.P.

Dear Sir,

We (M/s ----- of -----)
having read and fully understood the specification and General Conditions of the Contract hereby tender to consultancy services in accordance with and so forth in Notice Inviting Tender.

The tenders have been submitted in **Cover-I** and **Cover-II** as stipulated in your Tender Notice.

We hereby agree that the said specification, General Conditions of the Contract together with the acceptance thereof in writing by or on behalf of the Authority shall constitute the contract.

We have deposited with the IWAI, NOIDA an amount of Rs. ----- (in words) vide DD No. ----- of ----- Bank dated ----- as Earnest Money for the tender.

Should Authority ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the Authority may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for the decision.

(Duly authorised to sign the tender on behalf of the consultant)

Witness _____

Name _____

Signature _____

Designation _____

Name _____

Name of Company _____

Date _____

Note: All blank spaces to be filled in by the Tenderer and submitted along with tender.

FORM TECH – 2: Experience of Similar Assignments

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Our Firm/Entity (Profiles): No. of Staff : No. of Staff Months : Duration of Assignment :
Name of Client:		
Address:		
Start Date (Month/Year):	Completion Date (Month/Year)	Approx Value of Services: INR
Name of Associated Consultants, if any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Our Staff:		

FORM TECH – 3: Comments and Suggestions on the Terms of Reference and
on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference:

B – On Counterpart Staff and Facilities

Name :

Title of Signatory :

Name of Firm :

Address :

FORM TECH – 4: Approach, Methodology and Work Plan

FORM TECH – 5: Team Composition and Task Assignments

1. Key Professional Staff

S. N.	Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
1.					
2.					
3.					
4.					

2. Support Personnel

S. N.	Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
1.					
2.					
3.					
4.					

FORM TECH – 6: CVs of proposed Professional Staff

- 1. Proposed position :
- 2. Name of Firm :
- 3. Name of Staff :
- 4. Date of Birth : Nationality :

5. Membership of Professional Associations:

-
- 6. Education :
 - 7. Other Training :

8. Languages:

Language	Speak	Read	Write
----------	-------	------	-------

9. Employment Record:

10. Experience:

11. Certification:

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

[Signature of Staff Member or authorized representative of the staff]

Date:
Day/Month/Year

Full name of authorized representative:

FORMTECH – 7: Staffing Schedule

Name	Position	Month												Total Input		

FORMTECH – 8: Activity Schedule

S. N	Activity	Duration in Months													

Report Submission Schedule

S N	Report	Date of Submission

SCOPE OF THE WORK AND DETAIL TERMS OF REFERENCE (TOR)

1.0 INTRODUCTION

Inland Waterways Authority of India (IWAI) an autonomous and statutory body under the administrative control of Ministry of Shipping came into existence on 27th October 1986 for development and regulation of National Waterways for shipping and navigation. The Authority primarily undertakes projects for development and maintenance of fairway and infrastructure on National Waterways through grant received from Ministry of Shipping.

IWAI intend to develop four (4) national waterways in the states of Assam, Uttar Pradesh and Bihar, which has been presented into 4 Schedules. Schedule no., name of the river, states in which these are located, length (km) and brief scope are summarized below:

Schedule No.	Name of the River	State	Length	Brief Scope
1.	Barak (NW-14)	Assam	121 km	✓ Environmental Management Plan (EMP) ✓ Consent to Establish from SPCB
2.	Ghaghra (NW-38)	Bihar &UP	340 km	
3.	Kosi (NW-55)	Bihar	236 km	
4.	Gandak (NW-36)	Bihar & U.P.	300 km	✓ Environmental Management Plan (EMP) ✓ Wildlife Clearance from SBWL, NBWL and Honourable Supreme Court ✓ Consent to Establish from SPCB

The objective of this assignment is to conduct relevant environmental studies, preparation of Environmental Management Plan (EMP) for pre-construction, construction and operation phases, obtain Consent to Establish (CTE) from State Pollution Control Boards (SPCB), preparation of documents for Wildlife Clearance and obtain Wildlife Clearance from State Board of Wildlife (SBWL), National Board of Wildlife (NBWL) and Honourable Supreme Court. The study is to be conducted within the following reference framework:

- The Environment (Protection) Act, 1986 with applicable Rule/ Legislation's and Notification;

- EIA Notification, 14th September 2006 and its subsequent upto 2015
- The Water (Prevention and Control of Pollution) Act and Rues, 1974, 1975
- The Air (Prevention and Control of Pollution) Act, Rules and Amendment, 1981, 1982, 1983, 1987;
- Municipal solid Waste (Management and Handling) Rules, 2000
- The Hazardous Waste (Management and Handling) Rules, 2008
- Forest (Conservation) Act 1980 Forest Conservation Rules, 1981
- Wildlife (Protection) Act ,1972
- Wildlife (Protection)Amendment Act,2006
- Wildlife (Protection)Amendment Bill, 2013
- Biodiversity Act, 2002
- Wildlife Conservation Strategy, 2002

Bidder/ Consultant may submit the Technical & Financial Proposal for one schedule or multiple schedules. If the Bidder/ Consultant is willing to submit proposal for multiple schedules, the bidder has to submit separate Technical and Financial Proposal and the schedule number along with name of the waterways should be clearly mentioned in the envelop.

2.0 SCOPE OF WORK

2.1 Environment Management Plan

Environment Management Plan (EMP) is an effective tool to work on micro level to identify and address the various effects of the waterway operations on the environment. Preparation and implementation of the EMP is to have an integration of strategies and management policies to minimize environmental disruption due to cargo handling through waterway, storage and evacuation. It is to be ensured that the cargo handling operations and other allied activities should not degrade the quality of the environment beyond the accepted regulatory standards / norms and to adopt the necessary mitigation measures for keeping the pollution within the specified limits. The EMP shall be prepared keeping in view the followings:

- a) Site visit and reconnaissance survey
- b) Collection of secondary data on meteorology, flora, fauna, forest, ecologically sensitive areas, topography, geology, archaeological sites within the study area
- c) Sampling and analysis of river water quality, sediment quality and aquatic ecology. **Number of sampling locations shall be decided by the Consultant** and the same shall be mentioned in the technical proposal. Only NABL / MoEF approved laboratory shall be engaged for conducting the baseline environmental monitoring.

Environmental Attributes	Parameters to be Monitored	Frequency
River Water Quality	Colour (Hazen Units), Turbidity, pH, Conductivity, DO, BOD, TDS, Oil and Grease Phenol, Total Hardness, Chloride, Sulphate, Nitrate, Fluoride, Calcium, Magnesium, Copper, Iron, Manganese, Zinc, Arsenic, Mercury, Lead	Once during the study period
Sediment Quality	Sand, Silt, Clay, Total Phosphorous, Total Nitrogen, Chromium, Arsenic, Mercury, Lead, Zinc, Iron, Cupper, Phonolic Compounds	Once during the study period
Aquatic Ecology	Tropic Status, Primary Productivity, Species diversity & densities of Phytoplankton, Zooplankton, Benthic Organism (Benthos, Macro-benthos), Fish and Macrophytes, Shanon Weiner Diversity Index	Once during the study period

- d) Description of baseline environmental status based on collected primary & secondary data
- e) Identification of sources of pollution
- f) Identification of opportunities for enhancement of environmental quality in the project area
- g) Specific plans for management and redevelopment of quarries, borrow pits (if any) and construction camps
- h) Management plan for dredging to minimise the impacts on river water quality and aquatic ecology
- i) Plan of action for conservation of natural resources, reduction of the use of water and construction materials, and if possible for making all construction energy and material efficient (including reuse of construction wastes, and use of fly ash).
- j) Plan for ensuring workers and users' (such as the crew of the operating vessels) health and safety
- k) Solid Waste Management Plan
- l) Management plan for dust suppression and reduction of emission from stationary sources during construction and operation phases
- m) Risk Analysis for overall development of the waterway including terminal sites
- n) Disaster Management Plan (DMP) including Oil Spill Response Plan
- o) Detailed specification of bill of quantities, execution drawings and contracting procedures for execution of environmental mitigation and enhancement measures suggested, separate for pre-construction, during construction and operation stages
- p) Specification of environmental supervision and auditing requirements, including the technical aspects of monitoring the effectiveness of mitigation measures
- q) Listing of all the mandatory clearances required by the Contractor
- r) Budget for implementation of the EMP
- s) Institutional and Implementation Arrangements

- ✓ Description of implementation arrangement needed for the project, especially the capacity-building proposals for the IWAI, its regional units for implementation of management measures
- ✓ Organizational augmentation requirements
- ✓ Summary matrix of Environmental Monitoring Program during construction and operation stages, along with the requirement of monitoring facilities, frequency, location, parameters of monitoring, compilation and analysis of data, comparison with baseline data, compliance to accepted norms and reporting system, and plantation monitoring programme
- ✓ Adaptive management plans, as require.
- ✓ d

2.2 Wildlife Clearance

A. Submission of Work Plan and Inspection Report

Consultant shall finalise the distance of National Waterway from Wildlife Sanctuary and Eco Sensitive Zone (or 10 km around the buffer zone of sanctuary) in consultation with DFO (Wildlife), Chief Wildlife Warden or PCCF (Wildlife) etc. Report shall be submitted to IWAI.

B. Preparation of Application

- Prepare WLS proposal with specified checklist and relevant drawings / Map of Eco-Sensitive Zone in 1:2, 50,000 scale as per guidelines.
- Submit proposal to DFO (WLS) & verify document enclosed in proposal.
- Scrutiny of proposal at DFO (WLS) Office and communicate instruction for site inspection. Conduct joint inspection.
- Overall liaison with the state authorities

C. Clearance from SBWL

- Consultant shall coordinate with State Board of Wildlife (SBWL) members for announcement of SBWL meeting date and inclusion of proposal under agenda of SBWL
- Preparation of presentation material for the meeting
- Presentation before the SBWL
- Arranging copy of approval by SBWL

D. Clearance from NBWL

- Consultant shall coordinate with National Board of Wildlife (NBWL) members for announcement of NBWL meeting date and inclusion of proposal under agenda of NBWL.
- Preparation of presentation material for the meeting
- Assist during presentation before NBWL, if required
- Arranging copy of approval by NBWL

E. Clearance from Supreme Court.

- After the Standing Committee of NBWL recommends the proposal, then the agency has to approach Hon'ble Supreme Court for final clearance in view of the Court orders dated 13.11.2000/ latest Orders.
- After sanctioning, proposal shall be forwarded in reverse direction as per guideline of WLS followed by PCCF (WLS) issuance of formal approval / demand letter. Consultant shall coordinate the same and facilitate final clearance letter.

2.3 Consent to Establish from SPCB

- Filling up of application for "Consent to Establish" for submission to State Pollution Control Board (SPCB)
- Consultant shall coordinate with State Pollution Control Board for obtaining the NOC

3.0 MANPOWER REQUIREMENT

In order to carry out the assignment as per the schedule and considering the Scope of Work, it is suggested to engage the services of following domain experts/professionals.

S. N.	Key Experts	Qualification	Experience
1	Team Leader	Must be a QCI/NABET Accredited EIA Coordinator for Ports & Harbour Projects	12 years
2	Ecology & Biodiversity Expert	Ph. D in Ecology / Masters in Environmental Science / Masters in Zoology / Masters in Botany / Masters in Environment Management OR QCI/NABET approved FAE for EB	15 years
3	Water Quality Expert	Environmental Engineering / Masters in Environmental Science / Masters in Environment Management OR QCI/NABET approved FAE for WP	10 years
4	Air Quality & Noise Expert	Environmental Engineering / Masters in Environmental Science / Masters in	10 years

S. N.	Key Experts	Qualification	Experience
		Environment Management OR QCI/NABET approved FAE for AP & NV	
5	Solid Waste Management Expert	Environmental Engineering / Masters in Environmental Science / Masters in Environment Management OR QCI/NABET approved FAE for SHW / MSW/ ISW	10 years
6	Risk Assessment Expert	Chemical Engineering / Fire Engineering / Industrial Safety OR QCI/NABET approved FAE for RA	10 years

4.0 TIME SCHEDULE AND DELIVERABLES

The total period of consultancy services shall be **5 months**(Schedule- 1, 2, & 3) and **12 months** (Schedule-4) from the date of the signing of the contract with employer.

It is to inform that time is the essence of the contract as the work under this contract is very important and critical for the project.

Deliverables for Schedule 1, 2 & 3 (Barak, Ghaghra & Kosi)

S. N.	Deliverables	Time Frame	No. of Copies
a)	Inception Report	Fifteen days from the date of the signing of the contract	5 hard copies + soft copy in CD
b)	Draft EMP	4 months from the date of the signing of the contract	5 hard copies + soft copy in CD
c)	Draft Application for Consent to Establish for review	4 months from the date of the signing of the contract	3 hard copies + soft copy in CD
d)	Final Application for Consent to Establish to SPCB	4.5 months from the date of the signing of the contract	5 hard copies + soft copy in CD in addition Number of copies (hard & copies) as desired by the SPCB
e)	Final EMP	5 months from the date of the signing of the contract	15 hard copies + soft copy in CD

Deliverables for Schedule 4(Gandak)

S. N.	Deliverables	Time Frame	No. of Copies
a)	Inception Report	1 month from the date of the signing of the contract	5 hard copies + soft copy in CD
b)	Draft Application for Wildlife	3 month from the date of the signing of the contract	3 hard copies + soft copy in CD

S. N.	Deliverables	Time Frame	No. of Copies
	Clearance		
c)	Final Application for Wildlife Clearance	4 month from the date of the signing of the contract	5 hard copies + soft copy in CD in addition Number of copies (hard & copies) as desired by the DFO (Wildlife)
d)	Draft EMP	Within 5 months from the date of the signing of the contract	5 hard copies + soft copies in CD
e)	Final EMP	Within 6 months from the date of the signing of the contract	15 hard copies + soft copy in CD
f)	Presentation materials for SBWL meeting	-	15 hard copies + soft copy in CD
g)	Presentation materials for NBWL meeting	-	15 hard copies + soft copy in CD

- Consultant /Bidder has to submit nos. of Copies of the report, maps, presentation material as above, however Consultant shall have to submit any additional copies for these reports, maps, presentation material wherever the same are required during the period of the contract.
- Consultant should endeavor that all the drawings, maps, documents, reports, presentation material etc. are computerized and in editable/reproducible format.
- All the drawings, maps, documents, reports, presentation material etc. to be furnished by the consultant should be clear, legible to read and neat in presentation.

5.0 TECHNICAL ASSISTANCE

The consultant shall provide all required technical assistance to IWAI for obtaining the necessary clearances from State Pollution Control Board, State Board of Wildlife, National Board of Wildlife, Hon'ble Supreme Court and other Statutory / Non- Statutory Bodies (if any) and the meetings with the respective officials at Delhi, Assam, Bihar, Uttar Pradesh etc. Also the Consultant shall arrange for presentation to the Authorities / statutory bodies whenever required.

6.0 SITE ORGANIZATION

The selected bidder shall depute well-qualified officers/team having sufficient experience in execution of works of the type indicated in the bid documents as well as necessary equipment as required for the work. If the progress of work is found unsatisfactory during the currency of the contract, bidder shall promptly mobilize

additional personnel / resources for ensuring satisfactory progress and timely completion of the Study under the contract at no extra cost to IWAI.

7.0 OBLIGATIONS AND RESPONSIBILITY / INPUTS BY IWAI

- a) IWAI shall assist to the bidder to get all necessary permissions for collection of secondary data from the respective government departments. However it shall be on the part of bidder to get all these permissions. Bidder has to pay all the necessary fees for collection of secondary data.
- b) IWAI shall furnish updated Feasibility Report / Detailed Project Report of the project to the successful Bidder at the time of work execution only for taking reference.
- c) Fees to be paid to the Statutory Authority for obtaining NOC, Wildlife Clearance etc. will be borne by the IWAI.

8.0 PAYMENT TERMS

Payment Terms for Schedule 1, 2 & 3 (Barak, Ghaghra & Kosi)

S. No.	Payment Terms	Description
1	10% of contract amount	Upon submission on Inception Report
2	25% of contract amount	Upon submission of Draft EMP Report
3	25% of contract amount	Upon submission of Final Application for Consent to Establish to SPCB
4.	20% of contract amount	Upon submission of Final EMP Report
5.	20% of contract amount	Upon receiving NOC from SPCB and over overall completion of the assignment
Total	100%	

Service tax will be reimbursed to the Consultant / Bidder on producing proof of payment

Payment Terms for Schedule 4(Gandak)

S. No.	Payment Terms	Description
1	10% of contract amount	Upon submission on Inception Report
2	15% of contract amount	Upon submission of Draft EMP Report
3	15% of contract amount	Upon submission of Final Application for Wildlife Clearance
4.	10% of contract amount	Upon submission of Final EMP Report
5.	10% of contract amount	Upon receiving NOC from SPCB
6.	15% of contract amount	Upon receiving Clearance from SBWL
7.	15% of contract amount	Upon receiving Clearance from NBWL
8.	10% of contract amount	Upon receiving Clearance from Hon'ble Supreme Court and over overall completion of

		the assignment
Total	100%	

Service tax will be reimbursed to the Consultant / Bidder on producing proof of payment

9.0 MODE OF PAYMENT

Invoices complete in all respects is to be raised by the Consultant / Bidder to ‘The Hydrographic Chief, 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 (Format for details/data to be furnished by the bidder is enclosed) within 30 (Thirty) Days from the date of receipt of the invoice at IWAI’s Head Office at Noida.

COST SCHEDULE

ANNEXURE-I

Consultancy Services for Preparation of Environment Management Plan (EMP), Wildlife Clearance and Consent to Establish (NOC) for various projects in Assam, Uttar Pradesh and Bihar for development of National Waterways

Schedule No.	Particulars of Works	No. or qty.	Unit	Amount (Rs.)	
				In Fig	words
1	Consultancy Services for Preparation of Environment Management Plan (EMP) and Consent to Establish (NOC) for development of National Waterway in Assam Barak (NW-14) Service Tax @ 14%	1.00	No.		
	Total				

Schedule No.	Particulars of Works	No. or qty.	Unit	Amount (Rs.)	
				In Fig	words
2	Consultancy Services for Preparation of Environment Management Plan (EMP) and Consent to Establish (NOC) for development of National Waterway in Bihar &UP Ghaghra (NW-38) Service Tax @ 14%	1.00	No.		
	Total				

Schedule No.	Particulars of Works	No. or qty.	Unit	Rate (Rs.)	
				In Fig	words
3	Consultancy Services for Preparation of Environment Management Plan (EMP) and Consent to Establish (NOC) for development of National Waterway in Bihar Kosi (NW-55) Service Tax @ 14%	1.00	No.		
	Total				

Schedule No.	Particulars of Works	No. or qty.	Unit	Rate (Rs.)	
				In Fig	words
4	Consultancy Services for Preparation of Environment Management Plan (EMP), Wildlife Clearance and Consent to Establish (NOC) for development of National Waterway in Bihar & Uttar Pradesh Gandak (NW-36) Service Tax @ 14%	1.00	No.		
	Total				

Date:

Place:

(Signature of the Authorised person and Seal of the consultancy firm)

Note:

Separate Financial Proposal shall be submitted for different Schedule

ANNEXURE -II

**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

BANK CERTIFICATION:

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

Date:
Name: _____

Authorized Signatory
Authorization No. _____

Official Seal/Stamp

AGREEMENT FORM

**CONSULTANCY SERVICES FOR PREPARATION OF ENVIRONMENT
MANAGEMENT PLAN (EMP), WILDLIFE CLEARANCE AND CONSENT TO
ESTABLISH (NOC)FOR VARIOUS PROJECTS IN
ASSAM, UTTAR PRADESH AND BIHAR
FOR DEVELOPMENT OF NATIONAL WATERWAYS**

Name of the Waterway:

Schedule No.:

**AGREEMENT BETWEEN
INLAND WATERWAYS AUTHORITY OF INDIA
AND
CONSULTANT**

This agreement made on this day of Two thousand Fifteen 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 “Consultancy Services for Preparation of Environment Management Plan (EMP), Wildlife Clearance and Consent to Establish (NOC) for various projects in Assam, Uttar Pradesh and Bihar for development of National Waterways”(Schedule No. &name of the waterway) as per the work order no.datedin accordance to the TOR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONSULTANT has agreed to undertake the “Consultancy Services for Preparation of Environment Management Plan (EMP), Wildlife Clearance and Consent to Establish (NOC) for various projects in Assam, Uttar Pradesh and Bihar for development of National Waterways”(Schedule No. & name of the waterway).

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 “**Consultancy Services for Preparation of Environment Management Plan (EMP), Wildlife Clearance and Consent to Establish (NOC) for various projects in Assam, Uttar Pradesh and Bihar for development of National Waterways**”(Schedule No. & name of the waterway) as per the work order no.datedin 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 contact
- d) Cost Schedule
- e) Agreement form
- f) Technical bid no. dt.
- g) All correspondence
- h)
- i)
- j)
- k)

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

Witnesses, IWAI

1)

2)

.....

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

Witnesses of Consultant

1)

2)

Consultant

To be signed by the bidders' and same signatory competent/ authorized to sign the relevant contract on behalf of IWAI.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Hydrographic Chief, 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 Principal / Owner has floated the Tender (Tender No. IWAI/PR/40NW/2015/1) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “.....” hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the Consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/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 Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Consultant, or of an employee or a representative or an associate of a bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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 Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Consultants/Sub Consultants

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

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 Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall

be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Consultant)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :