

REQUEST FOR PROPOSALS (RFP)

FOR

**SUPERVISION CONSULTANCY SERVICES FOR
“DEVELOPMENT OF SHIP REPAIR FACILITY (SLIPWAY) AT
PANDU, GUWAHATI, NW-2**

Tender No. IWAI/PR2/3(SLIPWAY)/Sup/2015



**INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)**

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Section-1

Letter of Invitation

Supervision Consultancy Services During “Development Of Ship Repair Facility (Slipway) At Pandu, Guwahati, NW-2.

1. E-Tenders in two cover system are invited on behalf of Inland Waterways Authority of India, for providing “Supervision consultancy services for development of ship repair facility (slipway) at Pandu, Guwahati, NW-2”.
- 2.

Sl. No.	Name of the work	Estimated Cost (Rs. in Lakhs)	EMD (Rs in lakh)	Duration of work
1.	Supervision consultancy services during development of ship repair facility (slipway) at Pandu, Guwahati, NW-2	180	3.6	39 months

3. Date of Download start date & Time: 08.01.2016, 18:00Hrs.
4. Bid Submission start date & Time:-25.01.2016, 18:00 hrs
5. Bid Closing/Document Download End Date & Time: 28.01.2016 till 15.00 hours.
6. Bid Opening Date & Time: 28.01.2016 at 15.30 hour.
7. Pre Bid Meeting: 12.01.2016 at 15.00 hrs. (at IWAI Head office Noida)
8. The broad scope of work is:
 - 8.1 Review of the Drawings and Documents
 - 8.2 Supervision and certification of all items of work under execution by the construction agency
 - 8.3 Determination of costs, and/or their reasonableness, those are required to be determined under the Agreement
 - 8.4 Maintenance of records during construction of slipway
 - 8.5 Preparation of fortnightly, monthly, quarterly reports and Reports on deficiency, maintenance of hindrance register/records, and initiation of non-conformity reports (NCR), approving material sources, checking measurement of executed item of works
 - 8.6 Assistance in Dispute resolution
 - 8.7 Certification of contractor’s bills
 - 8.8 Supervision/ review of all quality control tests

- 8.9 Organizing review meeting at various levels
- 8.10 Co-ordination / liaison between the nodal agencies and the construction agency
- 8.11 Undertaking all other duties and functions for satisfactory completion of the project as representative of Engineer-in-Charge
9. Indian consulting firms (Bidder) having proven competence, capacity and experience in the sphere of Ship Repair Yards, Ports, Industrial projects on river/sea banks protruding in to the river/sea and other projects having similar nature of work of comparable size are eligible to submit their bid for the consultancy work. The Bidder should have successfully supervised construction of well foundation in at least one infrastructure projects of comparable nature during last 7 years as detailed below:
- Construction, supervision/ consultancy of One Port / IWT development work costing not less than Rs. 144 Lakhs, or
 - Construction, supervision/ consultancy of Two Port / IWT development works costing not less than Rs. 108 Lakhs each, or
 - Construction, supervision/ consultancy of Three Port / IWT development works costing not less than Rs. 72 Lakhs each.

Note: The successful completion of the similar work should be supported with a completion certificate indicating the value of work issued by the department/ agency for which the work has been executed.

- Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the Rs. 72 Lakhs
 - Average annual financial turnover on consultancy works should be at least 100% of the estimated cost during the immediate last 3 consecutive financial years
 - Should have service tax registration number
- 10 The bidders shall submit the scanned copy of following documents along with the Technical bid (Cover-1).
- Firms credentials as per format prescribed in SECTION-3 of RFP
 - Technical proposal as per formats prescribed in SECTION-4 of RFP
 - Tables showing organizational strength including manpower, other resources etc.
 - Details of similar consultancy works with reference to para 9 above along with certificates of satisfactory completion issued by respective Employers
 - Scanned copy of demand draft towards the tender cost and EMD as specified
 - Certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than 72 lakhs
 - Permanent Account Number issued by Income Tax Deptt
 - Service tax registration details
 - Proof of financial strength for the last three years. Attach audited financial statements for the last three years.

- x) Power of Attorney for signing the Application
 - xi) Scanned copy of duly filled and signed tender acceptance letter as per APPENDIX B-7.
 - xii) Any other proof/document considered relevant in the context of the proposed assignment.
- 11 The bid shall be evaluated as per the evaluation criteria indicated in Instructions to Bidder (Part-II)-Data sheet of the bid.
 12. The works are required to be completed within stipulated project period of 39 months from the Commencement date of sign of consultancy agreement
 13. The tender document can be downloaded from the IWAI's website www.iwai.nic.in and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. Bidders participating in e-tender process are required to furnish a non-refundable Demand Draft for Rs.5,000/- (Rupees Five thousand only) towards the tender cost, obtained from any Nationalized/ Scheduled Bank drawn in favour of 'IWAI fund' payable at Noida so as to reach to the tender inviting officer before last date and time of submission of tender and upload a copy of the same in technical bid. The Bids are to be submitted only online at <https://eprocure.gov.in/eprocure/app>.
 14. A pre proposal meeting in this regard will be held at 1500 hrs. on 12.01.2016 (Minutes of the pre-proposal meeting will form part of the tender document)
 15. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 15:00 hours on 28.01.2016 and will be opened online on same day at 15:30 hours at IWAI, A-13, Sector-1, Noida-201301.
 16. In case the above scheduled dates are declared public holidays the tenders will be received and opened at the same time on next working day.
 17. The tenderer / bidder shall submit Tender Cost in the form of Demand Draft and the Earnest Money Deposit in the form of Demand Draft (in original) as prescribed before closing date and time of submission of tender. Any/ all submissions made without the Earnest Money Deposit and without the Tender Cost and/ or received after the closing date mentioned shall be rejected.
 18. The Inland Waterways Authority of India reserves the right to cancel the tender or reject the proposal of any or all the tenderers without assigning any reason.

Director (P&C)
IWAI, Noida

Section 2

Instructions to Bidders

Part-I Standard Instructions

1. Definitions

- a) “Employer” means the Chairman, Inland Waterways Authority of India, Ministry of Shipping, Govt. of India, Noida.
- b) “Bidder” means any entity or person or association of person who have been shortlisted to submit their proposals to provide the Services to the Employer or with whom the Employer has entered into a contract to provide the said Services. Joint Venture companies are not covered by this term.
- c) “Contract” means the contract signed by the parties and all the attached documents listed in the Tender Document.
- d) “Day” means calendar day.
- e) “Government” means the Government of India
- f) “Personnel” means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;
- g) “Proposal” means the Technical Proposal and the Financial Proposal.
- h) “RFP” means the Request for Proposal prepared by the Employer for the selection of Supervision Consultants.
- i) “Assignment” means the work to be performed by the Bidder pursuant to the Contract.
- j) “Terms of Reference” (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment.
- k) “Services” means the work to be performed by the Bidder pursuant to the Contract.

2. Introduction

- 2.1 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 2.2 This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by

paying a visit to the Employer and the project site, sending written queries to the Employer, before the date and time specified in the Data Sheet.

- 2.3 Bidder to note that (i) the costs of preparing the proposal for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) IWAI is not bound to accept any of the proposals received by it and reserves the right to cancel the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder. The pre-proposal conference shall be held as per schedule specified in Data Sheet.
- 2.4 In order to avoid conflict of interest situations, any firm associated with IWAI for the above project as Design Bidder for preparation of Detail Project Report shall not be permitted to submit proposal for providing the consultancy services as Supervision Bidder for this project.
- 2.5 Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract and/or any other action as deemed fit by the Authority at any stage.
- 2.6 It is the IWAI's policy that the Bidder observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the IWAI:
 - a. Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. "collusive practices" means a scheme or arrangement between two or more Bidder with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - b. Will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in

corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

- c. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - d. Will have the right to require that a provision be included requiring Bidder to permit the IWAI to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of IWAI.
- 2.7 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Bidder shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 2.8 The Data Sheet indicates how long Bidder' Proposals must remain valid after the submission date. During this period, Bidder shall maintain the availability of Professional staff nominated in the Proposal. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidder to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidder could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

3. Clarifications And Amendment of RFP Documents

- 3.1 The Bidder may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Pre- Proposal meeting date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Employer's address indicated in the Data Sheet. The Employer will respond the same including an explanation of the query, if any, in the Pre-Proposal meeting and Minutes of the meeting will be uploaded on e-procure website., which will a part of the tender document.
- 3.2 At any time before the submission of Proposals, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum will be hosted on IWAI website which will be binding on them. The Employer may at its discretion extend the deadline for the submission of Proposals.

4. Preparation of Proposal

- 4.1 The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

Part 1: Technical Proposal

- 4.2 The Bidders are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at their own risk and may result in rejection of the proposal.
- 4.3 During preparation of the Technical proposal, Bidders may give particular attention to the following:
- a) The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award.
 - b) The Bidder should prefer to field as many of their permanent staff as possible and higher marks shall be given in this regard. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Please enclose evidence (e.g: Pay roll, Auditor's Certificate) in this regard. More weightage will be given to those key personnel who are employed with more years with the firm.
 - c) No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
 - d) A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
 - e) For Key Personnel e.g. Team Leader cum Resident Engineer, Sr. Civil Engineer cum Contract specialist, Mechanical Engineer, Electrical Engineer, Quality Control Expert, and Safety Expert, the Bidder should prefer candidates having worked on similar Projects. Such personnel shall be rated higher than the candidates having no such experience at all.
- 4.4 The Technical Proposal must provide the following information, using the formats attached in the Section 3 &4.
- a) A brief description of the firm's organisation and an outline of recent experience of the Bidder on assignments of a similar nature. The information which Bidder shall provide on each assignment should

indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement. The details of assignments on hand shall also be furnished.

- b) Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
- c) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- d) Requirement for submission of CVs.
 - i. CVs strictly in the prescribed format and recently signed on each page by both the proposed professional staff and the authorized representative of the firm.
 - ii. Key information should include proof of age and educational qualifications, years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref. Annexure-D of TOR). If any information is found incorrect, at any stage, action including termination and debarment from future IWAI projects upto 2 years may be taken by IWAI on the personnel and the Firm.
 - iii. If same CV is submitted by two or more firms, zero marks shall be given for such CV.
 - iv. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm. In order to overcome the difficulties in furnishing the duly signed CVs due to time prescribed for submission for RFP, (except Team Leader) with scanned signatures of the candidates on all pages shall be permitted. However, the authorised representative of the firm shall sign on each page. If the firm is selected, then the firm shall submit duly signed CVs before Signing of agreement.
 - v. If a CV score less than 75% marks, whatever marks it score will be carried forward for determining the total score of the firm. However, if the Key Personnel does not fulfil the minimum academic qualification (as mentioned at Annexure-D of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to

experience (as mentioned at Annexure-D of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for determining the total score of the firm. In case, a firm is H-1, then such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm before signing of contract agreement.

- e) Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on monthly basis.
- f) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- g) A certification to the effect should be furnished by the Bidder that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- h) Replacement of key personnel shall be considered only in unavoidable circumstances. In case during interaction with the key personnel at the time of deployment, it is found that the key personnel proposed is unsuitable for the assignment position, his replacement by equivalent or better shall be provided by the Bidder. In unavoidable circumstances, EIC will have powers to regulate the replacement condition.
- i) Any additional information.

4.5 The technical proposal must not include any financial information.

Part 2: Financial Proposal

4.6 The Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Bidder since the same shall not be considered for the evaluation/award.

4.7 The Financial Proposal should include, the local/central taxes (including social security), duties, fees, levies including all other taxes and other charges imposed under the applicable law, on the Bidder, the sub-Bidder, and their personnel; unless the Data Sheet specifies otherwise, except service tax.

4.8 Bidder may express the price of their services in Indian Rupees only.

- 4.9 The service tax, however, shall be considered for release on reimbursement basis subject to the condition that Bidder submits the proof of deposit of the same with a Certificate from CA firm.
- 4.10 The rate quoted for different person in the BOQ should be balanced. Quoting arbitrarily very low or very high rate for a particular person may lead to disqualification of bid.

5. Submission, Receipt and Opening of Proposals

5.1 Preparation & Submission of Applications:

Detailed RFP may be downloaded from <https://www.iwai.nic.in> and <https://eprocure.gov.in/eprocure/app>. and the Application may be submitted online following the instructions as given below:

- i) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the bidder/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available” Enroll Here” on the home page. Portal. Enrollment is free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the bidders through e-mail ID provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- iv) Consultants/Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) /Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders’ he/she is interested in.
- vii) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.

- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- xi) From the favourites folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- xiv) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for. The EMD will be refunded after award of work to the successful bidder.

- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- xix) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xxi) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- xxii) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder else the bid submitted is liable to be rejected for this tender.
- xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- xxv) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/ liable to be rejected.
- xxvi) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid

opening etc., in the e-tender system. The bidders should follow this time during bid submission.

xxvii) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxviii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxix) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxx) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxxi) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

xxxii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315

- 5.2 Technical proposal should include the scanned copies of all the documents indicated in clause 10 of “Letter of Invitation” of RFP.
- 5.3 Financial proposal shall be submitted as per format prescribed in SECTION-5 of RFP.
- 5.4 The Bidder shall submit the duly signed and stamped copies of the documents as specified in clause 10 of “Letter of Invitation” together with their respective enclosures. The original demand drafts towards Tender fee and EMD should be submitted on or before last date and time of submission of bid to:

Director (P&C),
Inland Waterways Authority of India,
A-13, Sector-1, Noida, Uttar Pradesh- 201301.

- 5.5 The Bidder shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. 5.2 & 5.3 above on the <https://eprocure.gov.in/eprocure/app> before 15:00 hours Indian Standard Time on the Application due date i.e. on 28.01.2016.
- 5.6 It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or ZIP only.
- 5.7 Modification / Substitution/ Withdrawal of bids:
- i. The Bidder may modify, substitute or withdraw its e- bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
 - ii. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 5.8 Opening and Evaluation of Applications:
- i. Opening of Proposals will be done through online for Financial Proposal and both on-line and offline for Technical Proposal.
 - ii. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non- responsive.
 - iii. The Authority shall open Envelope containing Technical Proposal received as mentioned in Clause nos. 5.2 at 15:30 hours Indian Standard Time on the Application due date in the presence of the Applicants who choose to attend. This Authority will subsequently open the Technical Proposal as mentioned in Clause no.5.2 above and evaluate the Applications in accordance with the provisions set out in the RFP.
 - iv. The Financial Proposal will be opened of the short listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.
- 5.9 Bidder's Proposal
- i. Broad job-description and minimum qualification and experience requirements for key personnel mentioned above are given in Annexure-D. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience in similar projects. The age of the Key Personnel should not be more than 55 years on the date of

submission of proposal. Bidder are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria.

- ii. In addition to above, the Bidder are required to propose sub-professional staff as detailed in Annexure-D with the minimum qualification and experience requirements as indicated there-in.

6. Evaluation:

- 6.1 A two-stage procedure shall be adopted for evaluating the proposals.

Technical Proposal

- 6.2 The Evaluation Committee appointed by the IWAI shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (S_T.) Technical Proposals securing 75 points or more shall be short-listed for evaluation of their Financial Proposals. However, if the number of such pre-qualified Bidder is less than two, the Employer may, in its sole discretion, pre-qualify the Bidder whose technical score is more than 60 points, provided that in such an event, the total number of pre-qualified and short listed Bidder shall not exceed two.

Financial Proposal

- 6.3 After the evaluation of Technical Proposals is completed and finalised, IWAI will open the Financial Proposals of only technically Qualified Bidders after due notification on the e-procure website, indicating the date and time set for opening of the Financial Proposals.
- 6.4 The Financial Proposals shall be opened publicly in the presence of the Bidder' representatives who choose to attend.
- 6.5 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Employer feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 6.6 Each Financial Proposal shall be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal shall be considered. The Evaluation Committee shall determine whether the Financial Proposals are

complete, unqualified and un-conditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Bidder. The lowest financial proposal will be given a financial score (S_F) of 100 points. The financial score of other financial proposals will be computed as follows:

$$(S_F) = 100 \times (F_M)/F \text{ where } F = \text{Amount of Financial Proposal,}$$

$$F_M = \text{Lowest financial proposal received}$$

Proposals will finally be ranked according to their combined technical (S_T) and financial score (S_F) as follows:

$$S = (S_T) \times T_W + (S_F) \times F_W$$

Where, T_W and F_W are weights assigned to technical and financial proposal that shall be 0.7 and 0.3 respectively.

6.7 The work will be awarded to the Bidder having Highest score.

7. Award of Contract

7.1 After completing all the formalities / scrutinizing the proposal, the Employer shall issue a Work Order to the selected Bidder. The selected Bidder will have to sign the contract after fulfilling all the formalities / pre-conditions mentioned in the RFP within 15 days of issuance of the Letter of Acceptance/Work Order duly furnishing the requisite Performance Security as per clause 9 of General Conditions of Contract.

7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

8. Performance Clause

Bidder shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising and ensuring that the construction of the project takes place in accordance with the provisions of the Contract Agreement with the executing agency. Failure of the Consultant to notifying IWAI and the Construction agency on non-compliance of the provisions of the Contract agreement with the construction agency, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Consultant shall appoint a senior Officer as its authorized representative, who shall correspond with the IWAI besides Team Leader to monitor the performance of its staff, undertake quarterly site inspections and give a report to IWAI on such inspection for comments and suggestions of IWAI for future compliance, issue on behalf of the Consultant, the Provisional Completion Certificate and Completion Certificate and shall carry out any such task as may be decided by IWAI. The Consultant shall take prior approval of IWAI before issuing Provisional Completion Certificate and Completion Certificate. The proposal submitted shall also include the name of the Authorized Representative along with the Authorization letter and Power of Attorney. No separate payment shall be made for such inputs and site visits of the authorized representative as the same shall be treated as incidental to the assignment.

DATA SHEET

1. Pre-Proposal Conference shall be held at: IWAI Head office, A-13, Sector-1, Noida on 12.01.2016 at 15.00 hrs. -Refer Clause 7 of Invitation to Bidder
2. The proposal shall be valid for 120 days after the last date of submission- Refer Clause 2.8 of Instructions to Bidders
3. Clarification may be requested 2 days prior to Pre Proposal Conference. The address for requesting clarification is:
Director (P&C), IWAI, A-13, Sector-1, Noida, UP- 201301, **Tel. No. 0120-2521664, 2521704; Fax No. 0120 – 2544041** email: mksaha.iwai@nic.in- Refer clause 3.1 of “Instruction to Bidder”.
4. The Language of documents and correspondence will be English- Refer Clause-4.1 of “Instruction to Bidder”.
5. All the personnel shall have working knowledge of English and all the reports etc shall be written in English- Refer Clause 4.3 of “Instruction to Bidder”.
6. IWAI shall reimburse only service tax. Bidder has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately.- Refer Clause 4.7, 4.8 & 4.9 of “Instruction to Bidder”.

7. The points assigned to Technical Evaluation criteria are:

S. No.	Description	Max.Marks
i.	Relevant experience for the assignment	35
ii.	Qualifications and competence of the key staff for the assignment	65
	Total	100

- (i) Sub criteria for Relevant Experience of the firm for the assignment

Year of Establishment of the Firm (Maximum score 10 points)	
Less than 3 year	0
More than 3 year and less than 5 years	4
More than 5 years and less than 7 years	7
More than 7 years	10
Average Annual Turnover (last 3 years) from consultancy business (Maximum score 8 points)	
Less than 1.8 Cr	0
More than 1.8 Cr	8
No. of key personnel with the firm (Maximum score 7 points)	
No Permanent Staff	0
Only Team Leader / Project Manager permanent	3
All Employees permanent (except supporting staff)	7
Experience as Supervision Consultant having completed in past 7 years	

(Maximum score 10 points)	
(i) One Port / IWT project having consultancy charges not less than Rs. 1.44 crores,	5
(ii) 3 projects, one having consultancy charges not less than Rs. 1.44 cr and 2 project having cost not less than Rs. 1.08 crores each	8
(iii) 5 projects, one having consultancy charges not less than Rs. 1.44 cr and 2 projects having cost not less than Rs. 1.08 crores 3 projects having cost not less than Rs. 0.72 crore each	10

Employer's certificate indicating the project cost should be submitted substantiating the experience claimed by the firm.

No Qualification/Experience etc. shall be considered without proof of experience.

- (ii) Qualification and competence of following professional/sub-professional staff for the assignment shall be evaluated. The weightage for various key staff are as under:-

S. No	Staff Position	No. of Professional Staff	Marks per Staff	Total Marks
1	Team Leader cum Resident Engineer	1	20	20
2	Sr. Civil Engineer cum Contract specialist	1	15	15
3	Mechanical Engineer	1	10	10
4	Electrical Engineer	1	10	10
5	Quality Control Engineer	1	10	10
	Total			65

Sub criteria for qualification of key Personnel (i.e. Professional staff)

General qualifications	25
Adequacy for the project	65
Employment with firm	10
Total	100

8. Commencement of Assignment: The firm shall begin carrying out the services within 15 days of signing of the Consultancy Agreement- Refer Clause 7.2 of "Instruction to Bidder".
9. Location of Project: Pandu, Guwahati (Assam) - Refer Clause 7.2 of "Instruction to Bidder".

Section 3

Format for Submission of Firm's Credentials

A. Consultancy Firm's credentials

- (i) Bidder's Organization: Provide here a brief description of the background and organization of your firm/entity for this Assignment. The brief description should include:
- (ii) Ownership details
- (iii) Year of Establishment of Firm
- (iv) Date and place of incorporation of the firm
- (v) Objectives of the firm etc.
- (vi) General organizational capability and resources
- (vii) Average annual turnover (last three years)

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2012-2013, FY 2013-2014 and 2014- 2015). In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect duly certified by statutory body like Chartered Accountant or Independent Auditor who are competent to do so as recognized by the state concerned

B. Credentials of the consultancy services provided by the Firm during past 07 years:

Sl. No .	Employer's name & Address	Assignment name	Description of Project	Cost of the contract (in Rupees)	Duration of Assignment (months)	Cost of the consultancy services (in Rupees)	Start date (month/year)	Completion date (month/year)	Name of Team Leader
1									
2									
3									

Note: Please provide documentary evidence from the Employer i.e completion certificate indicating value of work for each of above mentioned assignment. The experience may not be considered for evaluation if such requisite support documents are not provided with the proposal.

Section 4

Formats for Submission of Technical Proposal

Appendix B-1	Proposal submission form.
Appendix B-2	Approach paper on methodology and work plan for performing the assignment
Appendix B-3	Composition of the Team and Task(s) of each Team member
Appendix B-4	Curriculum vitae of proposed Professional staff.
Appendix B-5	Time schedule for deployment of Professional staff
Appendix B-6	Draft Integrity Pact.
Appendix B-7	Tender acceptance letter

Appendix B-1: Proposal Submission Form

To

The Director (P&C),
IWAI, A-13, Sector-1, Noida

Subject: Submission of Technical and Financial Proposal for engagement as Supervision Bidder for the Development of Ship Repair Facility (Slipway) at Pandu, Guwahati, NW-2.

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our Proposal dated while duly examining and understanding the contents of RFP. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as prescribed for the above mentioned work. We certify that all the information provided in our proposal including enclosures is true and correct and all enclosures accompanying our proposal are true copies of their respective originals.

We further certify that in the last 3 years, we have neither failed to perform any contract/ assignment nor have been expelled from any contract/assignment nor had any contract/ assignment terminated for our breach.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Para no. 9 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Appendix B-2: Work Plan and Methodology

(Not more than 3 pages)

The bidder is required to present its Technical Proposal divided into the following two chapters:

- a) **Technical Approach and Methodology:** In this chapter, bidder should explain its understanding of the objectives of the Assignment, approach to the Assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. It should highlight the problems being addressed and their importance, and explain the technical approach bidder would adopt to address them. Bidder should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Organization and Staffing:-** The bidder should **propose and justify** the structure and composition of its team. Bidder should list the main disciplines of the Assignment, the key experts responsible, and proposed technical and support staff with reference to Annexure-D of ToR.

Appendix B-3: Team Composition

Sl. No.	Name	Position	Task
Technical/Managerial Staff			
1			
2			
3			
4			
5.			
6.			
Support Staff			
1			
2.			

Appendix B-4: CV Professional Staff

1. Proposed Position :
[For each position of key professional separate form will be prepared]
2. Name of Firm :
[Insert name of firm proposing the staff]
3. Name of Staff :
[Insert full name]
4. Date of Birth :
5. Nationality :
6. Education :
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
7. Membership of Professional Associations:
8. Other Training :
9. Countries of Work Experience :
[List countries where staff has worked in the last ten years]
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record :
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]
From [Year]: To [Year] :
Employer :
Positions held :
12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment]
13. Work Undertaken that Best illustrates Capability to Handle the Tasks Assigned [Among the Assignments in which the staff has been involved, indicate the following information for those Assignments that best illustrate staff capability to handle the tasks listed under point 12.]
Name of Assignment or project :
Year :
Location :
Employer :
Main project features :
Positions held :
Activities performed :
14. Certification:

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

Date: [Signature of staff member }

Signature of the Authorized representative of the Firm

Place:

Certified, that I shall be available for the above assignment for the duration of the Consultancy Assignment.

Signature

Name:

Proposed
Designation:

Date:

Appendix B-5: Activity Schedule

Sl. No.	Name	Position	Activity	Monthwise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]												Number of Months
				1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th and subsequent years	
1																Subtotal (1)
2																Subtotal (2)
3																Subtotal (3)
4																Subtotal (4)
5																Subtotal (5)
6																Subtotal (6)
7.																Subtotal (7)

Appendix B-6: Integrity Pact

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

This Integrity Agreement is made at on this day of 2016

BETWEEN

Chairperson, Inland Waterways Authority of India represented through -----, 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 (NIT No. -----I) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for Consultancy services for development of Ship Repair Facility (Slipway) at Pandu, Guwahati, NW-2” 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 endeavor 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 or award of a contract.
2. The Bidder(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/ Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the 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

- 1) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 2) 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 after expiry of 03 months after the completion of work under the contract.

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

Appendix B-7: Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,

THE DIRECTOR (P&C),
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
Distt.- Gautam Budh Nagar (U.P.)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **Tender No. IWAI/PR2/3(SLIPWAY)/Sup/2015**

Name of Tender / Work: - Supervision Consultant for the Development of Ship Repair Facility (Slipway) at Pandu, Guwahati, NW-2

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The minutes of the pre-bid meeting and/ or corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / minutes of the pre-bid meeting/corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Section-5

Financial Proposal

Supervision consultancy services during development of ship repair facility (slipway) at Pandu, Guwahati, NW-2

Sl. No.	Description	Qty.	Unit	Rate per month	Amount
1	Supervision consultancy services during development of ship repair facility (slipway) at Pandu, Guwahati, NW-2				
1.1	Team Leader cum Resident Engineer	39	Man Month		
1.2	Sr.Civil Engineer- cum contract specialist	39	Man Month		
1.3	Mechanical Engineer	12	Man Month		
1.4	Electrical Engineer	12	Man Month		
1.5	Quality Control Engineer	39	Man Month		
1.6	Office Assistant	39	Man Month		
1.7	Travel Expenses	39	Per Month		
1.8	Miscellaneous Expenses for Office Supplies, Utilities and Communication, Office Furniture and Equipment, Reports and Document Printing and all other expenses to perform the contract	39	Per Month		
1.9	Service Tax				
	Total				

Section-6

Terms of Reference

1. Background

- a. River Brahmaputra from Sadiya to Dhubri (891km) was declared as National Waterway no. 2 in 1988. IWAI is maintaining minimum depth required for vessels to ply in the main channel of NW2 and also providing infrastructure facilities in this National Waterway. There are about 160 various types of vessels plying in this Region. For repair and maintenance of these vessels, IWAI proposed to revive the incomplete slipway of Govt of Assam to its full-fledged operation and operate the same under an Operation and Maintenance (O&M) contract through a suitable agency.
- b. To proceed with the implementation of the Project, A DPR has been prepared by IWAI through Howe Engineering Projects (India) Private Limited (HOWE). The various components of the Project as per DPR and current implementation plan are:
 - (i) Main slipway: The main slipway is 233 m long with top level of the girder at entry as 35.286 m. seven caissons are proposed to support concrete girders for the main slipway. Three existing caissons are proposed to be abandoned and shall be cut-off below the soffit levels of girders.
 - (ii) Winch House: The winch house shall be a one room structure approximately 5 m x 15 m having adequate space for the main winch and electrical equipments e.g. MC panel, lighting distribution board, power distribution board, & capacitor panel etc.
 - (iii) Repair Bay for Large Vessels: The main repair bay is having a size of 65 m x 6.5 m inclined at a slope of 1 in 16 for handling bigger vessels. There are two secondary repair bays of size 25m x 6.5m for the small vessels
 - (iv) Transfer Bays: Two transfer bays one of size 22.00 m x 22.50 m and other of size 26.00 m x 33.05 m are proposed.
 - (v) Winches and Trolleys: Two winches are proposed for the slipway facility i.e. one main winch of capacity 100 T at winch house & other secondary winch of capacity 10 T at Transfer bay 1. Six No. of Trolleys of 5 m x 5m each are required to meet the operational need. An adjustable Transfer Trolley is to be provided at transfer bay 1 which can be adjusted to a slope of 1 in 16 with the help of actuators or jacks. It shall be self-driven Trolley with the help of a 4 no. geared motors on corners. The trolley shall be supported on 5 rails with 4 wheels on each rail. Transfer Trolley at repair bay 2 shall be self-Driven Trolley with the

help of a 4 no. geared motors on corners. The trolley shall be supported on 5 rails with 4 wheels on each rail.

- (vi) Workshops and Buildings: The workshops and buildings already exist.
- (vii) Utilities: The utilities like water supply, electrical power distribution system, storm water drainage system are to be provided by contractor.
- c. These project components are identified and detailed in the Detailed Project Reports prepared by Howe Engineering Projects (India) Private Limited (HOWE).
- d. The Employer proposes to outsource the supervision of Project during its construction from beginning to end. The Contract works of project are scheduled to be completed in a period of 39 months.
- e. The Successful Bidder shall be provided with copies of the Detailed Project Report for the project **development of ship repair facility (slipway) at Pandu, Guwahati, NW-2** and contract agreement between the IWAI and the construction agency. In addition, the programme of implementation of the works (preliminary) furnished by the construction agency will also be provided to the Successful Bidder. The Successful Bidder shall use these as basic inputs necessary for implementation of the project and the assignment of the Consultant.

2. **Role and functions of the Supervision Consultant**

The assignment includes studying and familiarization of the DPR, and contract agreement with the construction agency. The Consultant has to also familiarize itself with the work programme of the construction agency which shall be an important aspect governing the deployment of professional staff in different disciplines by the Consultant. The Consultant has to supervise the activity of the project on day to day basis with reference to the Contract Agreement of the construction agency, project monitoring, quality control and certification of bills including completion of the project within the time period as specified. An Index map is enclosed as Annexure-A. The Layout plan of Slipway is enclosed as Annexure- B. The Summary of the works to be executed is given at Annexure -C. The above works are to be executed by deploying the estimated number of Technical Manpower / Man months indicated in Financial Proposal. The Qualifications and experience of the Technical manpower is given at Annexure -D. The Services are envisaged to be commenced and completed in 39 months from the date of commencement of consulting assignment.

3. **Deliverables:**

The following are the principal deliverables to be fulfilled by the Consultant

- i. Review of the Drawings and Documents: The Supervision Consultant shall undertake a detailed review of the Drawings provided in the contact with the construction agency or the drawings furnished by IWAI along with supporting

data available in the DPR from construction point. The Supervision Consultant shall complete such review and send its comments/observations to the Authority within 7 (Seven) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

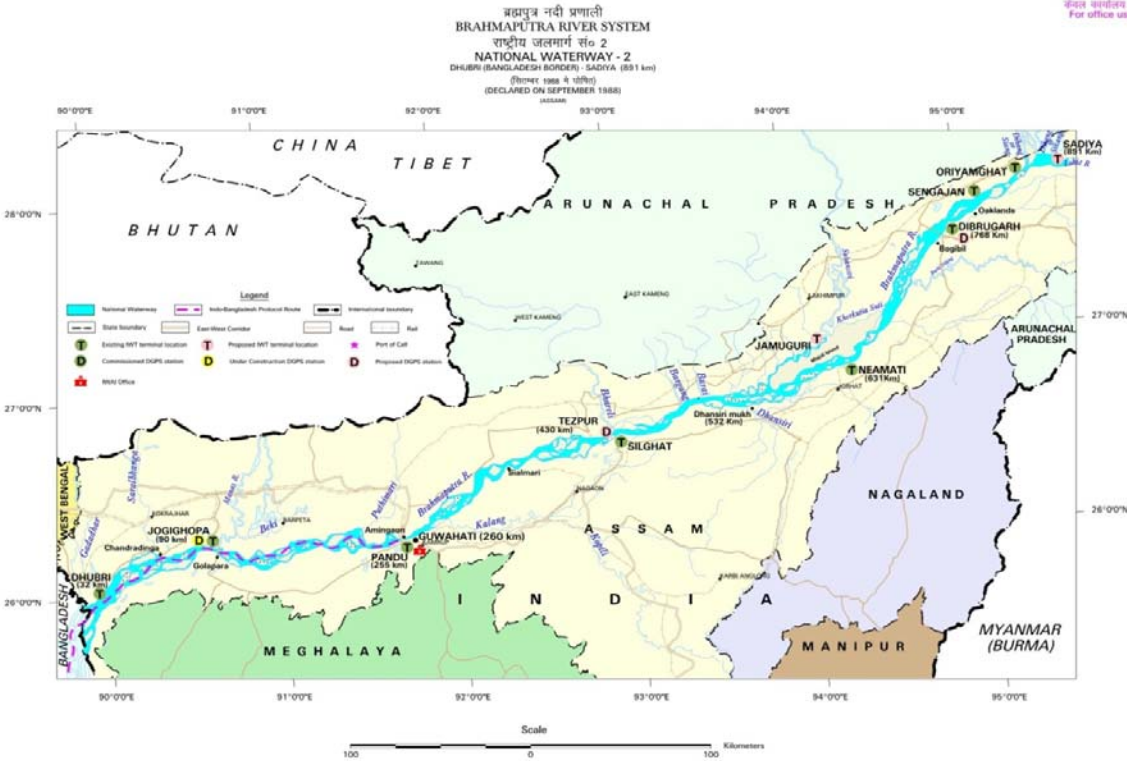
- ii. Supervision and certification: Supervise and certify the execution done by the construction agency, to ensure the execution is in accordance with the terms, conditions, drawings and specifications provided to the construction agency and maintain all necessary records of progress, measurements, quality inspection records, Contract related day to day correspondences etc. to the satisfaction of the Employer and make available the same for reference of Employer whenever needed. The Consultant will function also as advisor to the Employer in all Contract management matters entered into with the construction agency.
- iii. Determination of costs and time: The Supervision Consultant shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement. The Supervision Consultant shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.
- iv. Maintenance of records: A copy of all communications, comments, instructions, Drawings or Documents sent by Supervision Consultant to the Construction agency pursuant to this TOR, and a copy of all the test results with comments of the Supervision Consultant thereon shall be furnished by the Supervision Consultant to the Authority forthwith. The supervision consultant will also be responsible for maintaining site hindrance register/record. The Supervision Consultant shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings and keep in its safe custody.
- v. Assistance in Dispute resolution: When called upon by either Party in the event of any Dispute, the Supervision Consultant shall mediate and assist the Parties in arriving at an amicable settlement.
- vi. Fortnightly Reports: Consultant has to submit physical progress report in approved format for all the project components on fortnightly basis or as directed from time to time to the employer. It should clearly indicate the work completed during the previous fortnight, work planned for the next fortnight, progress with reference to original schedule, slippage if any and reasons thereof and corrective measures to overcome the slippage for timely completion of the project.
- vii. Monthly Reports: The Consultant has to ensure that various components of the project are progressing in accordance with the approved work programme. The physical & financial progress has to be recorded, reviewed and submitted to the

Employer monthly before the 7th of each month (report for the previous month) in approved format with due reference to the approved work programme. The report should also contain details & reasons for variations from the approved work programme, if any, and the Consultant's suggestions for their corrections. Consultant has to employ an advanced type of project monitoring programme similar to the one used by the construction agency for maintaining & reporting on progress of the project.

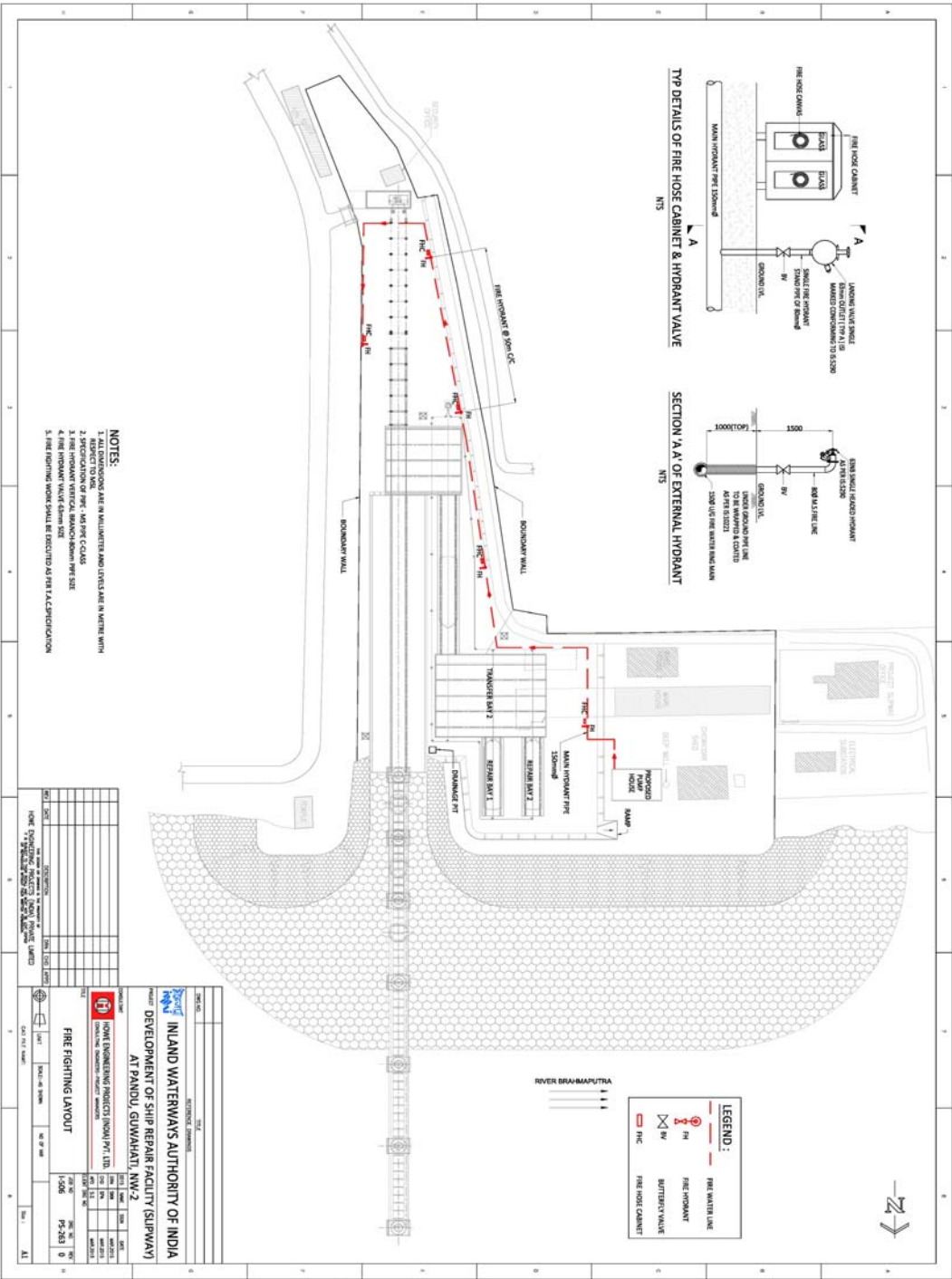
- viii. Reports on deficiency/ Non conformity report (NCR): Along with the Monthly Reports, a report on deficiencies observed in relation to the quality of works executed during the previous month including actions taken by the Consultant and construction agency to rectify the same shall be furnished.
- ix. Quarterly Reports: Prepare and submit a quarterly Status Report on Works to the Employer reflecting not only the activity-wise physical & Financial status of the Works with reference to the approved programme, but also the Consultant's views and recommendations regarding steps to be taken for more efficient implementation of the Works.
- x. Contractor's Bills: The bills raised by the Contractor for works done in accordance with the Contract are to be checked with reference to the Terms & Conditions of construction agency, specifications & drawings and relevant measurement records and certified by the Consultant. The certified bills are to be submitted to the Employer within prescribed time period along with Consultant's recommendations on the admissibility of payments, retentions to be made, recovery of advances, taxes to be deducted etc. all in accordance with the terms & conditions of the Contract with construction agency.
- xi. Consultant's Manpower Reports: Submit to the Employer the Consultant's manpower deployment reports in approved format fortnightly together with the programme of deployment for the next fortnight. The reports shall be furnished immediately at the end of each fortnight.
- xii. Assistance to Employer: Act as authorized agent of Employer in day to day management of Contract with construction agency at the site and prepare & submit to the Employer drafts of Contract related reports as may be required by IWAI.
- xiii. Daily Activity Records: Coordinate and maintain close interactions with various agencies/ Govt. Departments involved directly or indirectly in development of Ship Repair Facility regarding matters relevant to the implementation of the Works. Maintain daily Activity Record in respect of the Contract from beginning till completion of all works and furnish a copy of the same to the Employer at the end of each month.

- xiv. Monthly Review Meetings: Prepare and furnish to Employer status note and list of important matters in need of attention to facilitate Monthly Review meeting of the project by the Employer which may be held at Guwahati or Noida. The Nodal Officer shall arrange such meetings, participate in the meetings and prepare the record note of such meetings for follow up actions.
- xv. Periodic on site meetings: The Consultant shall attend meetings at Project Site whenever considered necessary and called for by the Employer's representative to discuss issues connected with the Contract management.
- xvi. Government level meetings: The Nodal officer / senior representative of the Consultant shall also attend, if directed by the Employer, any meetings that may be called for by the Govt. of India at Noida/ Delhi or Guwahati to review the progress of the project.
- xvii. The Resident Engineer cum team leader will report to Engineer-in-charge (EIC) the of the project nominated by IWAI.

Annexure –A: Index Map



Annexure –B: Layout Plan



Annexure- C: Summary of Works

S. no.	Item	Amount (Rs.)
A	Civil Works	403,180,359
B	Mechanical & Electrical Works	32,298,090
	Total (A+B)	4,35,478,449

Annexure –D: Manpower Estimate

S.no.	Designation	Nos.	Man months
1	Supervision consultancy services during development of ship repair facility (slipway) at Pandu, Guwahati, NW-2		
1.1	Team Leader cum Resident Engineer	1	39
1.2	Sr. Civil Engineer- cum contract specialist	1	39
1.3	Mechanical Engineer	1	12
1.4	Electrical Engineer	1	12
1.5	Quality Control Engineer	1	39
1.6	Office Assistant	1	39

The Qualification of Experience for Key Staff shall be as follows.

Team Leader cum Resident Engineer: Degree in Engineering (Civil) preferable Master in Port/Harbor/Dock engineering with minimum 15 years experience out of which at least 10 years shall be in planning and implementation of Port and allied marine infrastructure projects. He should have experience of project monitoring and supervision of at least 02 infrastructure projects preferable in Port/Harbour sector of which 01 project of similar work magnitude.

Sr. Civil Engineer cum Contract specialist: Degree in civil engineering preferably Master in soil/foundation engineering with minimum 15 years' experience out of which at least 6 years shall be directly involved in execution of Port construction and allied activities of comparable characteristics. He will be responsible for management of contract including review of contractor's invoices, review compliance to project agreements, dispute resolution etc. Experience in structure on well foundations is preferred.

Mechanical Engineer: Degree in Mechanical engineering with minimum 10 years experience out of which at least 02 years' experience shall be in supervision of mechanical installation works of port/marine alone.

Electrical Engineer: Degree in Electrical engineering with minimum 10 years experience out of which at least 02 years' experience shall be in supervision of electrical works of port/marine alone.

Quality Control Engineer: Graduate in Civil Engineering with 10 years experience in quality control of infrastructure projects including at least 02 years experience in

formulation and implementation of Quality Assurance Plan for civil works in Harbor/Port/ Marine infrastructure projects.

Office Assistant: Graduate in any discipline preferable in computer science/ computer engineering with proficiency in English. He should have at least 5 years' experience in office management and should be well versed in computer applications. Experience in use of project monitoring software and Civil engineering contract related project site-offices will be preferable.

The place of work for all the above mentioned staff will be Slipway Project Site at Pandu, Guwahati in Assam.

Section-7

Standard Form of Contract

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between Inland Waterways Authority of India, A-13, Sector-1, Noida, U.P, PIN. 201301 (hereinafter called the “Employer” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the First Part and, [name and address of Consultant] (hereinafter called the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

WHEREAS

(a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Letter of Invitation dated____ issued by the Employer ;

(b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The original proposal furnished by the Consultant which contains,

- i. General Conditions of Contract
- ii. Special Conditions of Contract
- iii. All other documents submitted at the time of bidding

(b) Letter of award

(c) Bank Guarantee towards security deposit/ performance guarantee

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

(a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

In presence of

1. For and on behalf of the Employer

(Witnesses)

(i) [Authorized Representative]

(ii)

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

In presence of

(Witnesses)

(i)

(ii) [Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions** - Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, ie; the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” mean these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Employer” means Inland Waterways Authority of India, Ministry of Shipping, Govt. of India
- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof;
- (n) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses etc.
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in TOR.
- (q) “Sub-Consultant” means any person or entity with whom the Consultant has entered in to an arrangement to provide any specific / specialized services forming part of the Assignment.
- (r) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

1.2 **Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law and Language Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. English shall be the language of the Contract.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party to its address.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Agreement.

1.6 **Location:** The Services shall be performed at such locations as are specified in Data Sheet.

1.7 **Authorized Representatives:** Any person Authorized by action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.8 **Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9 **Fraud and Corruption**

1.9.1 **Definitions:** It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also issue a sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, completion, extension, modification and termination of contract.

- 2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice to the Consultant instructing the Consultant to commence the services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met. Such notice shall be issued by Employer not later than 21 days from the date of signing of the Contract.
- 2.2 The Consultant shall confirm in writing the acceptance of notice pursuant to clause 2.1 and the commencement of services within 7 days from the date of notice by Employer.

2.3 Commencement and Expiration of Contract: The Consultant shall begin carrying out the Services from the Effective Date. Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified.

2.4 Extension / Reduction of Contract Period:

In the event of the actual requirement of services exceeds the contracted period of consultancy services OR becomes less than the specified Contract period, payment due under the contract will be increased or reduced as the case may be on the basis of actual deployment of professionals for remuneration and pro-rata basis considering the total consultancy fee (excluding remuneration) being for 39 months and the consultant will provide the services under the terms and conditions of contract.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: Any modification or variation 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, “Force Majeure” means an exceptional event or circumstance 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 a Party’s 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 strikes, lockouts or other industrial action are within the power of the 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, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 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 insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 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 of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, 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; or
 - (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid on actual deployment of professionals for remuneration and other expenses on pro-rata basis considering the total consultancy fee (Excluding remuneration) being for 39 months, under the terms of this Contract.
- (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 GC 8.

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

2.9 Termination

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, 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 pursuant to Clause GC 8 hereof.
- (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, decides to terminate this Contract.

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

2.9.2 **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) of this Clause.

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 **Cessation of Services:** Upon termination of this Contract by notice pursuant to Clauses GC 2.9.1 hereof, the Consultant shall, immediately upon dispatch

or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC

2.9.1 Hereof, the “Employer” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1, Sub-Clauses (a) to (e), remuneration for Services satisfactorily performed prior to the effective date of termination less:
 - (i) the amount of Performance Security will be forfeited;
 - (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) of Clause 2.9.1 at the sole discretion of the Employer, the amount payable to the Consultant shall be in accordance with the provisions of Sub-Clause (b) below

- (b) If the Contract is terminated pursuant to Clause 2.9.2, remuneration for Services satisfactorily performed prior to the effective date of termination shall be as an amount equal to the months for which the Consultant worked from the date of the commencement of work to the effective date of termination worked out in proportion to the consultancy period stated in the Contract, less 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,

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) to (f) of Clause GC 2.9.1 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute resolution under Clause GC 8 hereof.

3. Obligations of the Consultant

3.1 General

- 3.1.1 **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations 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 and effective equipment, machinery, materials and methods. The Consultant shall

always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 **Conflict of Interests:** The Consultant shall hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 **Consultant not to benefit from Commissions, Discounts, etc.:**

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.2 **Consultant and Affiliates not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 **Prohibition of Conflicting Activities:** 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.

3.3 **Confidentiality:** Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 **Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain insurance, at its own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Employer’s request, shall provide evidence to the Employer showing that

such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 3.5 **Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Employer or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer or the Employer, if so required by the Employer.
- 3.6 **Consultant's Actions Requiring "Employer's" Prior Approval:** The Consultant shall obtain the "Employer's" prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Financial Proposal.
 - (b) For taking any action with reference to the Main Contract designating the Consultant as "Engineer" or exercising powers of Engineer under Main Contract.
- 3.7 **Reporting Obligations:** The Consultant shall submit to the "Employer" the reports and documents specified in TOR hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Reports shall be delivered in soft copy also if required by the Employer in addition to the hard copies.
- 3.8 **Documents Prepared by the Consultant to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software made available to the consultant / prepared by the him under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents with approval of Employer and – shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. 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 "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 **Equipment, Vehicles and Materials:** All necessary Equipment's, vehicles and materials required to carry out the consultancy assignment shall be consultant's responsibility and cost of such equipment's, vehicles and materials shall be included in the quote submitted by the consultant. No additional payments shall be made to the consultant.
- 3.10 **Equipment and Materials provided by the Consultants:** Equipment or materials brought by the Consultant and its Personnel and used either for the Project or personal

use shall remain the property of the Consultant or the Personnel concerned, as applicable.

- 3.11 **Liability of the Consultants:** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

4. CONSULTANTS' PERSONNEL

- 4.1 **General:** The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 **Description of Personnel:**

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in carrying out of the Services of each of the Consultant's Personnel are as per the consultant's proposal and are described in TOR. If any of the Personnel has already been approved by the "Employer", his / her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Personnel set forth in TOR may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.
- (c) If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Personnel set forth in TOR may be increased by agreement in writing between the "Employer" and the Consultant.

- 4.3 **Approval of Personnel:** The Personnel and Sub-Consultants listed by title as well as by name in Financial Proposal are hereby approved by the "Employer".

4.4 **Removal and/or Replacement of Personnel:**

- (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

- (c) The Consultant shall bear all travel and other costs arising out of or incidental to any removal and/or replacement of its personnel.

5. OBLIGATIONS OF THE EMPLOYER

5.1 **Assistance to Consultant:** The “Employer” shall use its best efforts to facilitate the following;

- (a) Provide the Consultant and its personnel with work permits and such other documents as shall be necessary to enable the Consultant or his personnel to perform the Services.
- (b) Issue to officials, agents and representatives of concerned Authorities all such communications as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant and its Personnel any such other assistance as may be specified in the SC.

5.2 **Taxes and Duties:** The rate quoted by the bidder are inclusive of all taxes except (service tax) which will be remain fixed during the entire period of contract.

5.3 **Services, Facilities and Property of the “Employer”:**

- (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the reports and other documents as per ToR. IWAI will not provide office space and equipment and other facilities etc. to the Consultant during the contract.

5.4 **Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE CONSULTANT

6.1 **Total Cost of the Services**

- (a) The total cost of the Services payable is set forth in Financial Proposal as per the consultant’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.4 , 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Financial Proposal.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- 6.2 **Currency of Payment:** All payments shall be made in Indian Rupees.
- 6.3 **Terms of Payment:** The payments in respect of the Services shall be made as follows:
- (a) The consultant shall submit bill for payment when the payment is due as per the agreed terms. The payment shall be released as per specified percentage as per SC.
 - (b) At the time of submission of any bill, none of the requisite deliverables as specified in this Contract till that date shall be pending from the Consultant's side. Each bill will be duly supported by the requisite performance reports and actual deployment records of Consultant's professionals during the period since previous bill. The Employer shall release the admissible payment as per the Contract within 30 days of receipt of the bill. However, if the Employer fails to intimate acceptance of the bill or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
 - (c) **Final Payment:**
The final payment as specified in SC shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory one month after receipt of the final report and final statement by the "Employer" unless the "Employer", within such three month period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within one (01) calendar month after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.
 - (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Employer with / without modifications to be communicated in writing by the Employer to the consultant.
 - (e) If the deliverables submitted by the consultant are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to take any other action as provided in the contract.

- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

7. FAIRNESS AND GOOD FAITH

- 7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Employer's Decision:

- (i) If a dispute of any kind whatsoever arises between the Employer and the Consultant in connection with, or arising out of provision of services, whether during the execution of the Works or after their completion including any dispute as to any opinion, instruction, determination, certificate or valuation of either party, the matter in dispute shall, in the first place, be referred in writing to the other party. Such reference shall state that it is made pursuant to this clause. Not later than the 45th day after the day on which he received such reference, the receiving party shall give his findings and opinion in the matter of dispute to the other party. Such opinion shall state that it is made pursuant to this Clause.
- (ii) Unless the Contract has already been repudiated or terminated, the Consultant shall, in every case, continue to provide the services with all due diligence even while any such dispute is under consideration.
- (iii) Both parties shall make their best efforts to settle the matter amicably. In case of failure to settle the matter amicably, within 60 days from the day of receipt of reply from the other party, the aggrieved party shall give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute.
- (iv) Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 8.1(iii), the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after

the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

8.2 Arbitration

Any dispute in respect of which, amicable settlement has not been reached within the period stated in Sub-Clause 8.1, shall be referred for arbitration in the manner provided as under:

- (a) **The Arbitration and Conciliation Act 1996 together with any statutory modifications or re-enactment thereof and the rules made thereunder for being in force shall apply.**
- (b) The arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA), New Delhi (the “Rules”) and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be [Delhi], and the language of arbitration proceedings shall be English.
- (c) The arbitral tribunal shall consist of one arbitrator. Within twenty eight (28) days of receipt of notice of recourse to arbitration, the aggrieved party shall send to the other party a panel of three persons selected from the panel of arbitrators maintained under the Rules and the receiving party within twenty one (21) days of receipt of such panel communicate to the other the name of one of the persons from such panel and such person shall then be appointed a sole arbitrator; and in the event of disagreement between the Parties, the appointment shall be made in accordance with the Rules.
- (d) The arbitrator shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Consultant and the Employer agree and undertake to carry out such Award without delay.
- (e) The Consultant and the Employer agree that an Award may be enforced against the Consultant and/or the Employer, as the case may be, and their respective assets wherever situated.
- (f) This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

8.3 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 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 provisions in the Contract.

9. PERFORMANCE SECURITY

9.1 Performance Security

The Consultant shall provide 10% of performance security of the accepted supervision consultancy cost for his proper performance of the Contract to the Employer within 15 days after the receipt of the Letter of Award. The performance security shall be in the form of a bank guarantee in prescribed form (Appendix-E) and shall be issued either by a Nationalised or Scheduled bank. Bank guarantee shall cover entire duration of consultancy period plus 90 days.

Without limitation to the provisions of the preceding paragraph, whenever the Employer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 20 percent of the portion of the Contract Price, the Consultant, at the Employer's written request, shall promptly increase the value of the performance security proportionately.

9.2 Period of Validity of Performance Security

The performance security shall be valid until the Consultant completed his services and remedied any defects therein in accordance with the Contract.

9.3 Claims under Performance Security

Prior to making a claim under the performance security, the Employer shall, in every case, notify the Consultant stating the nature of the default in respect of which the claim is to be made together with the applicable provision in the Contract for the claim.

10. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates / Sub Consultants under the Contract.
- (v) The Consultant shall at all times 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 the Project.
- (vi) 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.

- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all 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 the Employer.

III Special Conditions of Contract

Spl.Condition clause .No	Reference,if any, to G.C.	Amendment / Addendum / Spl. Condition
1	1.7	Employer's representative: Director (P&C) or any other Officer of IWAI nominated by the Competent Authority in IWAI Consultant's representative:.....
2	2.1	<u>Note:</u> List here any conditions of effectiveness of the Contract e.g., approval of the Contract by the Employer, "Employer's" approval of Consultant's proposals for appointment of specified key staff members. If there are no effectiveness conditions, this Clause stand deleted from the SC.
3	2.3	The time period shall be 39 months
4	3.4	The risks and the insurance coverage shall be as follows: (Note : Delete/modify whichever is not applicable) (a) Professional liability insurance to cover the Employer against any loss suffered by the Employer due to the professional service provided by the Consultant, shall be two times of the contract values. (b) Workers' compensation insurance in respect of the Personnel of the Consultant in accordance with the relevant provisions of the applicable Laws of India. ; and (c) Insurance against loss of or damage to (i) the Consultant's property used in the performance of the Services, and (ii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.
5	6.3	The Consultancy fee (Contract Price) will be payable in following manner 1) Consultant will raise the monthly invoice as per the BoQ and duly supported by verified attendance sheet. The sheet shall be verified by the Engineer in Charge. 2) Service tax shall be reimbursed on producing proof of deposit of service tax
6		The Employer will have the right to check, verify, inspect the Works or Quality control already supervised or being supervised by the Consultant any time during the execution of Works under due intimation to the Consultant and the Consultant shall facilitate such checks and inspections and the Consultant shall ensure that observations of the Employer given in writing based on such checks / inspections will be duly incorporated in the Works and services of the Consultant.
7		The Employer will verify the details of deployment of Consultant's professional staff at the Work sites from time to time and to facilitate the same, adequate daily records in standard forms will always be maintained at Site by the Consultant.

Binding signature of Employer Signed by _____
(for and on behalf of the IWAI)

Binding signature of Consultant Signed by _____
(for and on behalf of _____ duly authorized vide Resolution No _____
dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

IV Appendices

Appendix-A: Description of Services

(location of works reference clause GC 1.6)

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

Appendix-B: Reporting Requirements

Execution of all Project Component in accordance with specification as laid down under the main contract agreement and best of industry’s procedure and practice and Reporting requirements specified under Section 6, Terms of Reference.

Appendix-C: Staffing Schedule

(Include here the agreed / negotiated staffing schedule.)

Appendix-D: Total Cost of Services

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

Appendix-E: Bank Guarantee Proforma for Performance Security

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

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Consultant**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for **Supervision consultancy services during development of ship repair facility (slipway) at Pandu, Guwahati, NW-2**, on production of Performance security in the form of Bank Guarantee for Rs (Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Consultant’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Consultant** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultant** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the

case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date
ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2009
for
(Indicate the name of bank)

Signature.....

Name of the Officer
(In Block Capitals)
Designation

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