



**TENDER**

**FOR**

**CONSULTANCY SERVICES FOR PREPARATION OF  
TECHNICAL SPECIFICATIONS & EPC TENDER  
DOCUMENTS FOR WATER TAXI PROJECT ON THE  
YAMUNA RIVER IN DELHI, UPSTREAM OF  
WAZIRABAD.**

**TENDER No. IWAI/NG/42-A/2015**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**APRIL, 2016**



### DISCLAIMER

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



whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of IWAI.

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



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Phone No.– 0120-2527667, 2521744; TeleFax No.– 0120-2522969

Email:-[hc.iwai@nic.in](mailto:hc.iwai@nic.in), [psrao.iwai@nic.in](mailto:psrao.iwai@nic.in), Web Site:-[www.iwai.gov.in](http://www.iwai.gov.in)

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

F.No. IWAI/NG/42-A/2015

### NOTICE INVITING E-TENDER

1. Inland Waterways Authority of India (IWAI) invites online Tenders/Bids in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for consultancy services for “preparation of technical specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi, upstream of Wazirabad.”
2. Interested Parties or Bidders may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI’s website “[www.iwai.nic.in](http://www.iwai.nic.in)” and are advised to pay Rs. 1000/- (Rupees one thousand only) as the cost of Bid document in the form of non-refundable demand draft in favour of ‘IWAI Fund’ payable at Noida/New Delhi at any Nationalized/Scheduled Indian Bank for submitting the Bids.

### CRITICAL DATE SHEET

<b>Document Download Start Date</b>	<b>12.04.2016</b>
<b>Bid Submission Last Date</b>	<b>29.04.2016 upto 1500 hrs</b>
<b>Bid Opening Date</b>	<b>29.04.2016 at 1530 hrs</b>
<b>Cost of Tender Document</b>	<b>Rs. 500/-</b>
<b>EMD</b>	<b>Rs. 34,000/-</b>
<b>Estimated Cost of Work</b>	<b>Rs. 17.00 lakhs</b>

3. **The scope of the work:-** Preparation of technical specifications for EPC (Engineering, Procurement, and Construction) contract document and Tender Documents for Water Taxi project on the Yamuna River in Delhi, upstream of Wazirabad.
4. For detailed Scope of work, Eligibility Criteria, ToR and Conditions of contract, the Bidders may download the Bid document from the site <https://eprocure.gov.in/eprocure/app> and IWAI’s website “[www.iwai.nic.in](http://www.iwai.nic.in)”
5. Clarification/Query if any on the Bid document shall be obtained from the following address:

**The Hydrographic Chief**  
**Inland Waterways Authority of India**  
**A - 13, Sector – 1,**  
**Noida - 201301**



**Tel: 0120-2527667, 2521744, Fax 0120-2522969**

**Website: [www.iwai.nic.in](http://www.iwai.nic.in) Mob: 09810777248, 08750501539.**

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

**Hydrographic Chief  
IWAI, Noida**





## **SECTION - II: INSTRUCTIONS TO BIDDERS (ITB)**

## **1. Background**

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Government of India has so far notified five inland waterways as National Waterways and has declared another 106 waterways as National Waterways.
- 1.2 IWAI intends to undertake EPC works on the river Yamuna in the Delhi region for development of navigational facilities, recreative navigation alternatives, terminal facilities and allied infrastructure (water sports and touring) is envisaged. The objective of this engagement is to prepare technical specifications and tender documents for terminal design, vessel design, approach road, and fairway.

## **2. Introduction**

- 2.1 The Employer will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in Section –III: Data Sheet and clause 10 Section- II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Terms of Reference and Scope of Service.
- 2.3 The date, time and address for submission of the proposals have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

## **3. Bidder Eligibility Criteria**

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

- 3.1 The Bidder shall indicate the projects executed by him together with the details such as name of the party, order value, scope of work, completion period stipulated in the order and actual completion period / date. The completion certificate, awarded by the client on its letter head should contain start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in JV,

- the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate.
- 3.2 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head is mandatory.
  - 3.3 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be at least Rs. 17 Lakhs (Seventeen Lakhs only). The Bidders shall provide balance sheets of the firm for the last three financial years duly certified by statutory auditors.
  - 3.4 Any entity which has been barred by the MoEFCC, NABET / QCI, Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a proposal.
  - 3.5 The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered.
  - 3.6 The Bidder shall offer and make available the list of all Key Personnel meeting the requirements specified in Clause – 11.4 of ITB.
  - 3.7 Each of the Key Personnel must fulfil the conditions of eligibility w.r.t. Qualifications and Experience.
  - 3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Bidder.
  - 3.9 The Bidder shall also indicate following:
    - 3.9.1 The firm shall be financially solvent having adequate resources for successful execution of the consultancy work, in this regard the documentary evidence to be provided by the Bidder for justification.
    - 3.9.2 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Clarification and Addendums**

4.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para:

At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum/corrigendum in writing or by e-mail. The addendum/corrigendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in"

4.2 A pre-proposal meeting shall be held as per the date and time mentioned in the data sheet

#### **5. Proposal**

5.1 A Bidder can submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be rejected and the Bidder shall be disqualified from subsequent bidding in IWAI projects.

#### **6. Submission of Bids**

6.1 The Technical and Financial Bids complete in all respects should be submitted as per details specified in Data Sheet in Section - III of this document. The technical submission shall be made online as well as in hard copy. The submitted hard copy shall be duly signed by authorised representative of the bidder.

6.2 The Hard Copy of original instruments in respect of cost of Tender document, earnest money, must be delivered to the office of Hydrographic Chief on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The Demand Draft attached/submitted for Tender fee shall be non-refundable. However, the scanned copy of the demand drafts for cost of Bid document (as mentioned in the Section – III: Data Sheet) and EMD shall be uploaded along with the Technical Bid.

- 6.3 A signed declaration stating that no alteration has been made in any form in the downloaded Tender document/Bid is to be enclosed with the Tender by Bidder for downloaded Tenders.
- 6.4 Bidder shall agree to the Terms & Conditions of the Tender and submit the Tender online. Duly filled and signed Tender Acceptance Letter as per Annex-V in Section VIII may be uploaded agreeing the same.
- 6.5 Bid must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the ITB (Instructions to Bidders) Clause 8.
- 6.6 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.
- 6.7 The total period of consultancy services shall be as specified in Section – III: Data Sheet

## **7. Proposal Validity**

- 7.1 The Section – III: Data Sheet indicates how long Bidder's Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the Financial Proposal shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the Employer may request Bidders 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 and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Those Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstances the Employer shall not consider such proposal for further evaluation.

## **8. Preparation of Proposals**

- 8.1 The Proposal as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language.
- 8.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the requested information may result in rejection of the Bidder's proposal.

### **8.3 Proposals should be submitted in Two Covers**

### 8.3.1 Cover - I: Technical Bid

#### Enclosure – I

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet
- c. Proof of bank solvency as specified in Section – III: Data Sheet
- d. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V.
- e. Scanned copy of Form of Tender (Form 4A)
- f. Scanned copy of a signed declaration by the bidders FORM 4G
- g. Power of Attorney for the authorised person of the bidder as per FORM – 4D. This form shall be accompanied by copy of company identity card or general identity card of the authorised representative.

#### Enclosure – II

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years (along with
- b. Scanned copy of Service Tax Registration certificate.
- c. Scanned copy of PAN card of the Bidders.
- d. Scanned copy of Bank account details for transaction through e-payment in format given at Annex- III & Annex - IV.

#### Enclosure – III

Scanned copy of full profile of the Company / Firm with details such as:

- a. Background of the organization
- b. Composition/Ownership/Shareholding pattern of the organization
- c. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association of the company.
- d. Copies of completion certificate on client letter head for similar projects executed by the bidder in last seven years. The completion certificates should bear date of start, completion date of the project, value of the services provided and percentage share of the bidder if the work was performed in JV. Copies of work order shall not be considered as proof for completed projects

- e. Copies of work order/agreement in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form- 4F

#### **Enclosure – IV**

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include the approach to the work and methodology to be adopted, detailed work plan
- b. Scanned copy of the list of experts/key personnel with complete signed CV's, with their specific scope of work who would be associated with the present assignment. Such experts/key personnel should be on the payroll of the company for at least 6 months preceding the date of Bid submission. Further, the submitted CV's shall be signed by the individual as well as authorized signatory of the Bidder.

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

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

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

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
  - (a) The consultants will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project and places for meetings, data collection, presentations, public consultation during field visit, and discussions, the remuneration of the experts, secretarial staff, their salary, allowances, overhead expenditure etc.
  - (b) Consultancy fees quoted would deem to have included all the incidental costs including all documents and reports etc. which would be required to-be prepared and submitted by the consultants during entire course of the present assignment. The consultant also needs to list down the NOCs and required permissions to be provided by the consulting firm to IWAI for timely and effective implementation of the National Waterways development project.
  - (c) All duties, taxes, royalties and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for service tax which will be

reimbursed to the consultant on producing proof of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

- (iii) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address(s) or by a partner holding the power of attorney for the firm by signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
- (iv) If the Tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- (v) Earnest money deposit as specified for schedule must accompany the Tender. This deposit shall be in favour of IWAI FUND in the shape of demand draft or Bank Guarantee or Bank deposits pledged to IWAI FUND from any Nationalized Bank or Scheduled Bank of India payable at Noida/New Delhi.
  - a. The earnest Money Deposit shall be refunded to the unsuccessful Bidder.
  - b. Interest shall not be paid on Earnest Money Deposit.
  - c. The E.M.D shall be forfeited on the following grounds:
    - (i) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
    - (ii) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work

OR

- (iii) If the Bidder fails to furnish the security deposit in accordance with conditions of contract.
- (vi) The Bidder shall not be entitled, during the period of validity of their offer, without the written consent of the employer to revoke or withdraw their tender or vary in any respect the Tender given or any term thereof. In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.



## 9. Guidelines for e-submission of the Bids online

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Consultants/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Consultants/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 9.7 Consultant/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.10 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 9.11 From the favourite’s folder, he selects the tender to view all the details indicated.
- 9.12 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

- 9.13 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. 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.
- 9.14 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.
- 9.15 Bidder should submit the Tender Fee/ EMD as specified in Section –III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.16 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.17 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.18 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.19 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.20 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.21 If the price Bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.

- 9.22 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.
- 9.23 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.24 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 or liable to be rejected.
- 9.25 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.
- 9.26 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.27 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.28 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.29 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.30 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.

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

## **10. Bid opening and evaluation**

- 10.1 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria shall be opened on a subsequent date, which will be notified to such Bidders.
- 10.2 Employer will open the online "Technical Bid" of all the Bids received, including modifications of Technical Bid in the presence of the Bidders representatives who choose to attend at the time, date and place specified. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day.
- 10.3 Bidder's names, the amount of Earnest Money, forms and validity, the presence of Bid security and such other details, as the Employer may consider appropriate will be announced by The Employer after opening the Bids.
- 10.4 After the opening of the Technical bids their evaluation will be taken up with respect to Bid security, qualification information and other information furnished in Technical Bid thereafter on fulfilling the criteria laid down in Bid Evaluation, a list will be drawn up of the responsive Bids whose Financial Bids are eligible for consideration.
- 10.5 The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 10.6 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

## **11. Bid evaluation criteria**

- 11.1 An Evaluation Committee appointed by the Employer will carry out for Tender evaluation applying the evaluation criteria and point/score system specified as follows and each responsive proposal will be attributed a Technical score. The Technical Bids as received will be evaluated in the first instance. Only Bids which are technically qualified shall be considered for operating their Financial Bids.

11.2 The experience of successfully completed similar work in the previous 7 (seven) years ending last day of the month previous to the one in which this Tender is invited should be either of the following amount:

- a) 3 similar works each costing not less than Rs 7 (seven) lakhs
- b) 2 similar works each costing not less than Rs. 10 (ten) lakhs
- c) 1 similar work costing not less than Rs 13 (thirteen) lakhs

11.3 The points assigned for evaluation of Technical Bids would be as follows:

Sl. No.	Description	Points
1.	The consultants relevant experience for the assignment	20
3.	The quality of work plan & methodology proposed	20
4.	The qualification of the key experts/professionals proposed	60
	<b>Total</b>	<b>100</b>

#### Detailed marking scheme

Sl. No.	Criteria	Score	
<b>1.</b>	<b>The consultants relevant experience for the assignment</b>	<b>20</b>	
	a) General experience of the consulting firm. Three marks will be given for each similar work assignment limiting to maximum of 18 marks.	18	
	b) Bonus marks for successfully completed one similar work having consultancy value more than 20 (twenty) lacs	02	
<b>2.</b>	<b>The quality of work plan &amp; methodology proposed</b>	<b>20</b>	
	a) Work Plan	10	
	b) Approach & Methodology	10	
<b>3.</b>	<b>The qualification of the key experts/professionals proposed</b>	<b>60</b>	
	<b>Sl. No.</b>	<b>Key Personnel</b>	<b>Score</b>
	I	Project Management Expert cum Team Leader	15
	II	Hydrographer	10
	III	Civil/ Structural Engineer	10
	IV	Mechanical / Marine Engineer / Naval Architect	10
	V	Procurement and contracts expert	15
<b>Grand Total</b>		<b>100</b>	

#### Sub-criteria for key personnel scoring

Sl. No.	Key Personnel	Minimum Qualification	Preferred Qualification	Relevant Experience	Total
1.	Project Management Expert cum Team Leader	04	02	09	15
2.	Hydrographer	03	02	05	10

3.	Civil/ Structural Engineer	03	02	05	10
4.	Mechanical / Marine Engineer / Naval Architect	03	02	05	10
5.	Procurement and contracts expert	04	02	09	15
<b>Sub-Total</b>					<b>60</b>

- a. The Technical proposals should score at least 80 marks out of 100 for being considered for becoming eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have score of 80 marks or more (out of 100) would be opened for further processing. However, if the number of such pre-qualified applications is less than two, the Employer may, in its sole discretion, pre-qualify the applicant(s) whose Technical score is less than 80 marks.
- b. The bidder with the lowest financial proposal (L1) shall be considered for award of the contract.

#### 11.4 Qualification of key personnel

Sl. No.	Key Personnel	Academic Qualification and Experience
1.	Project Management Expert cum Team Leader	B.Tech in Civil Engineering with degree in business administration Minimum 15 years' experience out of which at least 10 years should be in transportation projects (IWT/Port). Experience in road projects is a must. The personnel should have managed at least one project as project manager.
2.	Hydrographer/Channel design expert	B.Tech in Civil Engineering with 10 years of experience  Or  IHO Category A with 7 years of relevant experience  Or  Category B course with 12 years of relevant experience. The personnel should have hands on experience in conducting hydrographic surveys, investigations and channel design
3.	Civil/ Structural Engineer	B.Tech in Civil Engineering Minimum 12 years' experience out of which at least 8 years should be in infrastructure projects. The personnel should have hands on experience in

Sl. No.	Key Personnel	Academic Qualification and Experience
		designing water terminals.
4.	Mechanical / Marine Engineer / Naval Architect	Bachelor's degree in naval architecture/marine engineering/mechanical engineering with masters in naval architecture/marine engineering/mechanical engineering. Minimum 10 years' experience in hydro projects. The personnel should have hands on experience in construction / designing of Inland Vessel / Coastal Vessel
5.	Procurement and contracts expert	B.Tech in Civil Engineering with masters/diploma in contracts. Minimum 12 years' experience in procurement and contracts. The personnel should have hands on experience in drafting tender documents.

**Note:**

1. Only one CV shall be considered for one key personnel
2. All the key personnel should be on the payroll of the company for at least a period of 6 months prior to the date of Bid submission.
3. Preferred qualification shall mean any degree higher than the degree desired for the key personnel as mentioned in the table given above.
4. The CV of each key personnel shall be supplied with his photo ID proof (Pan card/driving licence/passport/aadhar card).
5. The employer may ask for proof of educational qualifications of the proposed key personnel at the time of signing of contract.



## **SECTION - III: DATA SHEET**



CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	Consultancy Services for Preparation of technical specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi, upstream of Wazirabad
3.	2.3/6.1	Date & time and address for submission of Proposal/ Bid:	<b>Date</b> : 29.04.2016 <b>Time</b> : Latest by 1500 Hrs (IST) <b>Address</b> : online submission  Hydrographic chief Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
4.	3.9	Bank solvency certificate	Rs 7 (seven) lakhs
5.	10.1	Bid Opening date	<b>Date</b> : 29.04.2016 <b>Time</b> : 1530 hrs
6.	6.2	Cost of Bid Document	Rs. 500/-
7.	8.3.1 (iii)	EMD	Rs. 34,000 (forty thousand only)
8.	3.3	Similar Works	Similar works shall be works related to preparation of Tender documents, technical specification, drawings, for roads and Inland water transport (including vessel design, navigational aids, terminal design and fairway development)
9.	-	JV/consortium allowed	No
10.	7.1	Proposal must remain valid	90 days after opening the Technical Bid

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
11.	4.1	Clarification may be obtained from	The Hydrographic Chief Inland Waterways Authority of India (IWAI), A-13, Sector- 1 Noida-201301 Tel: (0120) 2527667, Fax (0120) 2522969
12.	3.7	The estimated number of Key Personnel Required	05 (five)
13.	-	The formats for the Technical Proposal	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4 D: Power of Attorney FORM 4E: Curriculum-Vitae (CV) of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders
14.	8.3.2(ii) (c)	Consultant to state the cost in INR	Yes
15.	10	Method of Selection	Detailed Procedure described at Section II Clause 10 of this document.
16.	6.7	Consultancy Period	60 days from the date of the award of work order by the employer.



## **SECTION - IV: TECHNICAL PROPOSAL STANDARD FORMS**



## FORM 4A: Form of Tender

To,

**Hydrographic Chief  
IWAI, A - 13, Sector - 1,  
Gautam Buddha Nagar  
NOIDA - 201301, U.P.**

Dear Sir,

We (M/s \_\_\_\_\_ of \_\_\_\_\_  
) having read and fully understood the specification, conditions of Tender and conditions of the contract hereby Tender to consultancy services in accordance with and so forth in Notice Inviting Tender, Conditions of Contract.

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

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

We have deposited with the Hydrographic Chief, IWAI, NOIDA an amount of Rs. \_\_\_\_\_ (in words) vide DD No. \_\_\_\_\_ of \_\_\_\_\_ Bank dated \_\_\_\_\_ as Earnest Money for the Tender.

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

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

**(Duly Authorised to sign the Tender on behalf of the Bidder)**

Witness \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Name \_\_\_\_\_

Name of Company \_\_\_\_\_

**(IN BLOCK LETTER)**

Date \_\_\_\_\_

**Note: All blank spaces to be filled in by the Bidder and submitted along with Tender.**



## FORM 4B: Eligible Projects

### Format for Responsiveness of Proposal (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
2. Exhibit only those projects undertaken in the last Seven (7) years.
3. Projects without the proof of completion certificates, from respective client, including start Date, end date and value of the work executed will not be considered.

Assignment Name and project cost:	Approx. value of the Contract (in INR in Crore):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by the your firm under the contract (in INR in lacs):
Start Date (Month/Year):	No: of professional staff-months provided by associated Consultants:
Completion Date (Month/Year):	
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Name of Associated Consultants (if any):	
Description of actual services provided by your staff within the assignment:	
Narrative Description of Project: (highlight project capital cost in the narration)	

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

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

#### Note:

1. For the purpose of evaluation Bidders should assume 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works executed during the last seven years (adjusted to 60 days before the Bid submission date).

3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing 60 days before the Bid submission date.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.

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



### FORM 4C: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last Three Year
1.	2012-2013	
2.	2013-2014	
3.	2014-2015	
<b>Average Annual Turnover</b>		[ indicate sum of the above figures divided by 3]

#### Certificate from the Statutory Auditor

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

**Name of Authorized Signatory**

**Designation:**

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

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

#### Note:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.



## FORM 4 D: Power of Attorney

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. ....son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of . ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for consultancy services for preparation of technical specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi, upstream of Wazirabad. The selection of Consultant for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

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

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

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

**For ...**

**(Signature, Name, Designation and Address)**





**Witnesses:**

1. ....
2. ....

**Accepted**

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

**Notes:**

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



## FORM 4E: Curriculum-Vitae (CV) of Key Personnel

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



**Year** :  
**Location** :  
**Employer** :  
**Main project features** :  
**Positions held** :  
**Activities performed** :  
**Period of deployment** :

**14. Certification :**

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

**Date:** .....

**[Signature of staff member]**

**firm]**

**[Signature of authorized signatory of the**

**Place:** .....

**[Full name of authorized representative]**

### FORM 4F: List of Ongoing Assignments

Sl. No.	Assignment	Start Date	End Date	Project Value	Value of Services being provided	Present status of Assignment
1.						
2.						
3.						



## FORM 4G: Declaration by the Bidders

To, \_\_\_\_\_ Date \_\_\_\_\_ :

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

**Kind Attention:** Hydrographic Chief

**Sub: Declaration from the Bidder.**

**Tender Reference No:**

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.	<input type="checkbox"/>	We accept the payment terms of clause 6 of Condition of the Contract.
4.	<input type="checkbox"/>	We provide our acceptance to all Tender Terms and Conditions.

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

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

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



## **SECTION - V: FINANCIAL PROPOSAL STANDARD FORMS**



## Form Fin – 1: Financial Proposal Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

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

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

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

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory :** .....

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



## Form Fin – 2: Summary of Costs

Sl. No.	Particulars	Amount (in Figures)	Amount (in Words)
1.	Consultancy Fee ( <b>Form Fin- 3</b> )		
2.	Remuneration ( <b>Form Fin- 4</b> )		
3.	Miscellaneous ( <b>Form Fin- 5</b> )		
4.	Other expenses		
5.	Service Tax / Any other tax		
	<b>Total</b>		

**Authorized Signature:**

**Name:**

**Designation:**

**Name of Firm:**

**Address:**





### Form Fin – 3: Consultancy Fee

**Total Rupees in Words** : .....

**Note:** No escalation on any account will be payable on the above amount

Sl. No.	Description of Report	No. of Copies	Rate per copy (INR)	Cost (INR)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
	<b>Total</b>			

**Authorized Signature**

**Name** : .....

**Designation** : .....

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

**Address** : .....



**Form Fin – 4: Estimate  
(Personnel Costs)**

**A. Consultancy Services (as required)**

Sl. No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
1.				
2.				
3.				
4.				
5.				



**B. Additional Project Staff (as required)**

Sl. No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
1.				
2.				
3.				
	<b>Total</b>			

**Note :**

1. Man-months rate and corresponding total amount in Form Fin - 4 shall include total emoluments, expenditure allowances, overheads & bonuses, and all local taxes including service tax and cess thereon.
2. The person-month quantity is an estimated requirement. These estimations will be the basis for Financial Proposal Evaluation. Actual person-month utilized will vary according to project requirement and as approved by the client. Actual utilized number of man months of each personnel on the project will only be paid for.

**Authorized Signature**

**Name** : .....

**Address** : .....



### Form Fin – 5: Miscellaneous Expenses

Sl. No.	Designation	Man-months / Unit Required	Man-month Rate (INR)	Total Amount (INR)
1.	Housing + Travel expenses			
2.	Site Expense - set up			
3.	Site Expense - monthly			
4.	Local Transport			
5.	Others			
	<b>Total</b>			

**Total Amount (INR) :** .....

**Only**



**SECTION - VI: TERMS OF REFERENCE (ToR)  
AND  
SCOPE OF SERVICE**

## Project Background

The Government of India is aiming at the development of the Yamuna River in the city of Delhi. It is conceived as an integrated development project combining several functions of the river. In view of the above, Inland Waterways Authority of India launched a Composite and Integrated development of River Yamuna to achieve navigation and to develop water transport facilities in Delhi region.



The technical feasibility and impact of different navigation alternatives on the river Yamuna in the Delhi region was undertaken. A recreative navigation alternative (watersports and touring) which was the least technically demanding is proposed. From impact side also water-taxi and touring alternatives are the most positive/ or least imposing.

## Main features of Water Taxi Project

The main feature of the project is Water Transportation in the Delhi stretch of Yamuna River u/s of Wazirabad Barrage approx 16 Km, by taking into account the context / other functions of the river such as Water Conveyance, urban development at Banks, drainage, ecological and the constraints such as Floods, Draughts, Water quality, existing structures etc.

## Assignment Objective

The objective of this assignment is to prepare technical specifications & EPC tender documents for water taxi project on the Yamuna River in Delhi, upstream of Wazirabad.

## Scope of Work

### (I) Preparation of Technical Specifications

The consultant will undertake:

- Identification of terminal locations in consultation with IWAI
- Establishment of a design basis for vessels, terminals, aids to navigation:
- Definition of boundary conditions based on available data with IWAI:
  - Bathymetric survey, topographic survey of terminal sites for connection with road network
  - Hydrodynamic conditions: current velocity
  - Water level variation: available draught, vertical clearance
  - Morphological conditions (river bed mobility, morphology)
- Definition of a design channel
- Definition of vessel requirements (number of passengers, emissions, speed, use etc.)
- Definition of vessel requirements w.r.t. design basis
- Definition of terminal requirements (capacity, amenities etc.)
- Definition of terminal requirements w.r.t. design basis
  
- Design of Waterway:
  - Channel section
  - Terminal section
  - Channel alignment
  - Positioning of terminal to channel and access to channel
  - Distance of platform to shore (in flood plain)
  - Bank protection near platforms (if required)
  - Turning circles

The design of waterway should be based on recent bathymetric and topographic data. The design channel should be maintained using dredging, or should be redesigned according to the actual channel. The navigation channel must be indicated using aids to navigation

- Vessel Design and Specifications:
  - Minimum capacity
  - Maximum people allowed has to have access to a seat.
  - Number of access areas in both sides of the vessel
  - Close cabin for passengers
  - Independent cabin for the pilot
  - Maximum draft
  - Maximum air draft
  - Service speed x knots
  - Maximum speed x knots

- Hull configuration: mono hull or twin hull
- Engine configuration: minimum x engines
- Fuel: gas-oil or dual fuel system fuel-LNG. Potential use of hybrid motorization electric-gas
- Propeller: open or ducted bladed propeller
- Bow and aft thruster or equivalent maneuvering system
- Turning circle smaller than 1.5LOA
- Fuel consumption: less than xx liters per hour for all the engines
- Power system: independent from main engines
- Backup power system: batteries and/or auxiliary generator. xx minutes of normal electricity consumption guaranty, including emergency equipment as bilge pumps, fire pumps, winches, etc
- Navigation lights in accordance with local and international regulations
- Tank capacity
- Water capacity
- Black water tank capacity
- Grey water tank capacity
- Bilge water tank minimum capacity
- Mooring and anchoring equipment
- Safety features
- Amenities

The vessel design and specifications shall comply with any requirement in terms of safety, health and environment issued by local and international authorities (e.g. IMO regulations).

- Design of Landing Facilities:
  - Loading area
  - Access through catwalk
  - Loading platform
  - Mooring lines, anchors and chains
  - Anchor lines
  - Safety equipment
- Design and Specifications related Aids to Navigation

## **(II) Tender preparation**

The successful bidder shall have to prepare three tender documents namely:

- (i) EPC Tender document for vessel design
- (ii) EPC Tender document for fairway development and navigational aids
- (iii) EPC tender document for terminal and approach road

The complete Tender Documents should cover the following:

- Short tender notice & prequalification criteria



- Open tender notice & prequalification criteria
- Brief description of works & scope of work
- Objective of the works covered under this work
- Schedules
- Conditions for schedules
- Detailed item wise specifications
- Outline skeleton of design & design parameters
- Drawings
- Bill of Quantities

### Deliverables and Timeline

The total period of completion of this assignment would be 60 days. The time of completion of various sub-stages of the assignment will be as given below:

S.No.	Activity	Time Period from LOA (in days)	Payment %
1	Submission of Inception Report	15	30%
2	Submission of Draft Technical Specifications and Drawings & presentation	30	
3	Submission of Approved Technical Specifications and Drawings	40	20%
4	Submission of Draft Tender Documents as per Clause II-Tender preparation of Section VI-ToR	50	20%
5	Submission of Approved Tender Documents as per Clause II-Tender preparation of Section VI-ToR	60	30%



## **SECTION - VII: STANDARD FORM OF CONTRACT**

## 1. Conditions of Contract

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

- 1.1.12 “Approved” means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.
- 1.1.13 The word “tender” is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 “Employer’s Representative(s)” means the Representative(s) appointed by the Employer.
- 1.1.15 “Bidder” means a private company/public company/partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 “INR”, Re. or Rs. means Indian Rupees.
- 1.1.17 “Key Personnel” means professionals staff provided by the Consultant
- 1.1.18 “Party” means the Employer or the Consultant, as the case may be, and Parties means both of them.
- 1.1.19 “Support Personnel” means the staffs that support the Key Personnel.
- 1.1.20 “Third Party” means any person or entity representing other than the Employer, the Consultant
- 1.1.21 “**Proposal**” means the Technical and Financial Proposals as mentioned under this tender.
- 1.1.22 “**Terms of Reference**” (**ToR**) means the document included as under Section VI which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment/job.
- 1.1.23 “**Contract sum**” means the agreed and accepted Consultancy Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.24 “**Chairperson/Chairman**” means Chairperson/ Chairman of Inland Waterways Authority of India.
- 1.1.25 “**Hydrographic Chief**” means the means the Hydrographic Chief of the IWAI.

1.1.26 “**Work Order**” means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

1.1.27 “**Day**” means a calendar day beginning and ending at mid-night.

1.1.28 “**Week**” means seven consecutive calendar days

1.1.29 “**Month**” means the one Calendar month.

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

## 1.2 **Marginal Headings:**

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

## 1.3 **Interpretation**

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neuter and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
  - i. Agreement
  - ii. Letter of Acceptance, Notice to proceed with the work.
  - iii. Consultant’s Bid.
  - iv. Conditions of Contract.
  - v. Activity schedule: and
  - vi. Any other document listed in the contract data as forming part of the contract
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.
- d) (i) **PARTIES:**

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

(ii) **AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONSULTANT:**

A person signing the tender or any other document in respect of the contract on behalf of the consultant without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the consultant. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Employer may, without prejudice to any other right or remedy of The Employer, cancel the contract and make or authorize the making of a purchase of the dredger at the risk and cost of such person and hold such person liable to The Employer for all costs and damages arising from the cancellation of the contract including any loss which The Employer may sustain on account of such purchase. The provisions of clause 11 apply to every such purchase as far as applicable.

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

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

**Hydrographic Chief  
Inland Waterways Authority of India  
A - 13, Sector – 1,  
Noida - 201301  
Tel: (0120) 2527667, Fax (0120) 2522969**

**Website: [www.iwai.nic.in](http://www.iwai.nic.in) Mob: 09810777248**

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

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

e) **POWER OF THE CHAIRMAN:**

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

1.4 **CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:**

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

- i. Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liasoning for delivering the desired result.
- ii. The successful consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial). Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the consultant.
- iii. The acceptance of tender shall rest with the IWAI. IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv. The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Employer.
- v. Any breach of conditions of contract shall be brought to the notice of the consultant and he shall be given an opportunity to explain the fact, but IWAI has right to withdraw in full or part of the work of the consultant. In such event, payment shall be made in proportion to the extent of service rendered by the consultant till such time.
- vi. The consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii. The rate quoted by the consultant will remain valid for 90 days from the date of the opening of the financial bid.
- viii. Suitable extension of consultancy period may be granted by IWAI only for reasons eligible for consideration. The consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- ix. The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.
- x. The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xi. The consultant shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.

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

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

2.1 **Commencement & Completion of Contract:** The consultant shall begin carrying out the services from the date of the award of work order by the employer The consultant shall complete the work in all respect as per the ToR to the entire satisfaction of the employer within a period of 2 (two) months from the date of award of work order.

### **2.2 Extension/Reduction of Contract Period:**

No extension of the period of consultancy is envisaged under this contract. However, if there are genuine reasons which could not have been foreseen by an experienced consultant on account of which time schedule agreed to between the parties may not be adhered to, the Consultant shall inform the employer in writing of such anticipated delay along with reasons and request for extension of time. Extension of time not exceeding 4 weeks may be granted by the employer at his sole discretion if the reasons and justifications submitted for seeking the extension of time are found genuine and convincing.

### **2.3 Modifications or variations:**

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



## 2.4 **Force Majeure**

### 2.4.1 **Definition**

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

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

### 2.4.3 **Measures to be taken:**

- a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure
- b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause if such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

- d. During the period of their inability to perform the services as a result of an event of force majeure, the consultant, upon instructions by the Employer shall either:
  - i. Demobilize
  - ii. Continue with the services to the extent possible
- e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

## 2.5 **Suspension:**

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

## 2.6 **Termination**

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

- a) If the consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- c) If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this contract.
- d) If the consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the employer.
- f) If, as the result of Force Majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- g) If the “Employer”, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

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

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

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

2.6.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.6 of conditions of contract hereof, the consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.6.4 **Payment upon termination:** Upon termination of this contract pursuant to clauses 2.6.1 hereof, the Employer shall make the following payments to the consultant:

- a) If the contract is terminated pursuant to clause 2.6.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
  - i. The amount of performance security:
  - ii. Advance payments, if any, received by the consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and  
However, if the contract is terminated under sub-clause (g) 2.6.1 at the sole discretion of the employer, the amount payable to the consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at clause 5 shall be guiding factors for deciding the completion stage of the assignment.

2.6.5 **Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.6.1 hereof has occurred such party may within forty five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

### **3. Obligations of the Consultant**

#### **3.1 General**

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

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

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

#### **4. Obligations and Responsibility / Inputs by IWAI:**

- a) IWAI shall assist to the Bidder to get necessary permissions/clearances for the respective project. However it shall be on the part of Bidder to get all these permissions. Bidder has to pay all the necessary fees for permissions/ clearances/ collection of data etc.
- b) IWAI shall provide only the available details / data and balance shall be managed by the Bidder. IWAI will introduce/ authorize the Bidder, if required, to collect data/ information within the quoted price from Statutory / Non-Statutory Bodies. Non availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for improper preparation of EPC Tender documents

#### **5. Security Deposit**

- 5.1 The sum already deposited as the earnest money in the form of Demand Draft will be adjusted against security deposit for the successful bidder. Security Deposit is 10% of the contract value of work, the balance amount after adjusting EMD, is to be deposited in the form of Demand Draft in favour of IWAI fund payable at Noida or Bank Guarantee from nationalized/scheduled Indian bank with validity of 90 days beyond the contract period.
- 5.2 The total security deposit shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions

whichever is later, provided the employer is satisfied that there is no demand outstanding against the consultant.

- 5.3 No interest will be paid on security deposit.
- 5.4 If the consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the security deposit furnished by the consultant. However, if the consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.
- 5.5 In case of delay in the progress of work, the employer shall issue to the consultant a memo in writing pointing out the delay in progress and calling upon the consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the consultant.
- 5.6 All compensation or other sums of money payable by the consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the consultant by the Employer on any account whatsoever. Also in the event of the consultant's security deposit being reduced by reasons of such deductions or sale, as aforesaid the consultant shall, within 14 days of receipt of notice of demand from IWAI make good the deficit in his security deposit.
- 5.7 The security deposit less any amount due shall, on demand, be returned to the Consultant on payment of the amount of the final bill payable in accordance with the agreement conditions, provided employer is satisfied that there is no demand outstanding against the Consultant

## **6. Payment Terms**

- 6.1 (a) No advance payment shall be made:
- (b) Payment terms shall be as mentioned in terms of reference

## 6.2 Mode of Payment:

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

## 7. Sufficiency of tender

7.1 The Consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract.

7.2 The Consultant is deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

7.3 The Consultant shall be deemed to have examined, visited and acquainted himself with the site and the surroundings to have satisfied himself to the nature contract and the stretch to be dredged in all weather conditions and as to the nature and conditions of means of transport and communication, whether by land, or by sea, to have made local independent inquires as to the soil/sub soil conditions variations thereof, storms, prevailing winds, oceanographic, bathymetric, climatic conditions and all other matter effecting the work.

7.4 Any neglect or omission or failure on the part of the Consultant in obtaining necessary and reliable information upon the forgoing or any other matter affecting the contract shall not relieve the Consultant, of his responsibility/any risk/liability for completion of the work in strict accordance with the terms of the Contract

## 8. Liquidated Damage

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



## **9. Arbitration**

In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not settled within thirty days, shall be referred to the sole arbitration of a person so nominated by the Chairman, IWAI such arbitrator shall have the right to extend the period of arbitration proceedings with the consent of the parties. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.

## **10. Laws Governing the Contract**

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

## **11. Miscellaneous Provisions**

- i. The consultant notifies the employer of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.
- ii. The consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iii. The consultant shall at all-time indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- iv. The consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the consultant.
- v. The consultant shall at all times indemnify and keep indemnified the employer against and all claims by employees, workman, consultants, sub-consultants, suppliers, agent (s), employer engaged or otherwise working for the consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.





- vii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their Employer.



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

**INTEGRITY AGREEMENT**

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

BETWEEN

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

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

AND

.....

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

through .....(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/ .....)  
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down  
organizational procedure, contract for consultancy services for preparation of technical  
specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi,  
upstream of Wazirabad.

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

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

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

**Article 1: Commitment of the Principal/Owner**

- 1) The Employer commits itself to take all measures necessary to prevent corruption and  
to observe the following principles:

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

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

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical 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 wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  5. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

1. If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14

days' notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Consultant, or of an employee or a representative or an associate of a bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

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

#### **Article 5: Equal Treatment of all Bidders/Consultants**

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



**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Consultant 6 months after the completion of work under the contract.

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

**Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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 Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....

**(For and on behalf of Employer)**



.....

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

**WITNESSES:**

1. ....

**(signature, name and address)**

2. ....

**(signature, name and address)**

**Place:**

**Date :**



## **SECTION - VIII: ANNEXURES**





## ANNEXURE - I: COST SCHEDULE

Consultancy services for .....

\_\_\_\_\_..

SL.NO.	PARTICULARS OF WORKS	No. or qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In Fig	Words	
1	Consultancy Services for preparation of technical specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi, upstream of Wazirabad	1.00	No. of Key Experts =			
2	Service tax					
	<b>Total</b>					

**Date:**

**Place:**

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



## ANNEXURE - II: AGREEMENT FORM

### CONSULTANCY SERVICES FOR PREPARATION OF TECHNICAL SPECIFICATIONS & EPC TENDER DOCUMENTS FOR WATER TAXI PROJECT ON THE YAMUNA RIVER IN DELHI, UPSTREAM OF WAZIRABAD

#### AGREEMENT

#### BETWEEN

#### INLAND WATERWAYS AUTHORITY OF INDIA

#### AND

.....

This agreement made on this            day of    Two thousand thirteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/S.....having its office at .....(hereinafter called “Consultant “which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office ) on the other part.

**WHEREAS IWAI** is desirous of giving consultancy services for preparation of technical specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi, upstream of Wazirabad as per the work Order No. ....dated .....in accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

**WHEREAS THE CONSULTANTING FIRM** has agreed to undertake the consultancy services for preparation of technical specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi, upstream of Wazirabad on Terms and Conditions herein after set forth.



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

The Consultant shall undertake the CONSULTANCY SERVICES FOR PREPARATION OF TECHNICAL SPECIFICATIONS & EPC TENDER DOCUMENTS FOR WATER TAXI PROJECT ON THE YAMUNA RIVER IN DELHI, UPSTREAM OF WAZIRABAD as per the work Order No. ....dated .....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

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

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

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

**Witnesses, IWAI**

- 1)
- 2)

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

**Witnesses of Consultant**

- 1)
- 2)



## ANNEXURE - III: DETAILS OF BANK ACCOUNT

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

NAME OF THE PROJECT: \_\_\_\_\_

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

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

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

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

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

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

ACCOUNT TYPE  
(SAVING/CURRENT/OTHERS) : \_\_\_\_\_

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

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

**Signature of Authorized Signatory  
Name & Designation**

**Date:  
Place**



## ANNEXURE - IV: BANK CERTIFICATION

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

**Date:**

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

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

**Official Seal/Stamp**

**Authorized Signatory**

**Authorization**



**ANNEXURE - V: TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**To,**

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

**Date:**

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

**Tender Reference No:**

**Name of Tender/Work:** - Consultancy Services for preparation of technical specifications & EPC tender documents for water taxi project on the Yamuna river in Delhi, upstream of Wazirabad.

Dear Sir,

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

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