



TENDER

FOR

CONSULTANCY SERVICES FOR MAPPING OF TRAFFIC
MOVEMENT ON NATIONAL WATERWAYS

Tender No. IWAI/Cargo/436/2022-23

INLAND WATERWAYS AUTHORITY OF INDIA

August, 2023

DISCLAIMER

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

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

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SECTION - I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

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

Tel (0120) 2543931: Fax (0120) 2544009

Email: akbansal@iwai.gov.in

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

NOTICE INVITING E-TENDER

1. Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from reputed & eligible **Consulting firms** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “**providing Consultancy Services for mapping of traffic movement on National Waterways**”.

2. Critical Data Sheet

- (a) Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> or IWAI's website “www.iwai.nic.in” and pay 2,950/- including GST (Rs. Two Thousand Nine hundred fifty only) as the cost of tender document / tender fee deposited to IWAI fund through RTGS / NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the Tender Fee / cost of Tender document, on submission of documents to the extent as per the Government of India notifications in this regard.
- (b) Some important dates for this tender process are as follows:

(i)	Document download start date	08.08.2023
(ii)	Date of submission of pre-bid queries	16.08.2023
(iii)	Pre-bid meeting	17.08.2023 at 1500 hrs
(iv)	Bid Submission Start Date	28.08.2023at 1100 hrs
(v)	Bid Submission Last Date	05.09.2023 up to 1500 hrs
(vi)	Technical Bid Opening date	06.09.2023at 1530 hrs
(vii)	Financial Bid Opening date	To be intimated later

3. Brief Scope of Work

In brief, the scope of work for the appointed firm shall be providing consultancy services for mapping of traffic movement on National Waterways (NWs) and projection of monthly and annual traffic on NWs. The detailed Terms of Reference (ToR) shall be as described in **Section - VI** of this Tender Document.

4. Method of Selection

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

5. Clarifications

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

Director (Traffic & Logistics),

Inland Waterways Authority of India,

(Ministry of Shipping, Govt. of India)

A-13, Sector – 1, Noida-201301, U. P.

Tel. Nos. 0120 - 2543931

Fax No. 0120 – 2544009

E-Mail: akbansal@iwai.gov.in

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

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

Director (Traffic & Logistics)

IWAI, Noida

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

- | | |
|---------------------------------------|--|
| 1. Background | <p>1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Ports, Shipping & Waterways, Government of India (GoI). IWAI was setup 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) on the National Waterways (NWs) in the country. Presently, there are 111 NWs in the country.</p> <p>1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environment friendly mode of transport. When developed for use by modern inland vessels operating on dependable fairway, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.</p> |
| 2. Introduction | <p>2.1 The Employer will select a consulting firm / organization (the "Consultant") in accordance with the method of selection specified in clause 15 & clause - 16 under Section – II: ITB.</p> <p>2.2 The name of the Assignment / Job has been mentioned in Section - III: Bid Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference (ToR).</p> <p>2.3 The date, time and address for submission of the Bids have been given in Section – III: Bid Data Sheet.</p> <p>2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.</p> <p>2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.</p> |
| 3. Bidder Eligibility Criteria | <p>The Bidders shall meet the following pre-qualification criteria:</p> <p>3.1 Bidder should be a reputed Consultancy organization of Private entity or Public entity or Government entity or any combination of such entities in the form of JV / Consortium under an existing agreement or with the intent to enter into such agreement. Bidders that are Government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.</p> <p>3.2 The Bidder shall meet the Qualification criteria of executing "Similar Works" of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also. In case the work was performed by the Bidder as a sub-consultant, the Bidder shall submit similar completion certificate awarded to it by the main consultant and countersigned by the Employer / Client of the main consultant.</p> <p>3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion</p> |

certificate from the client on its letter head along with supporting documents as mentioned in **clause 3.2** above is mandatory to qualify.

- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in **clause 16.1.2 of ITB**. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditor(s).
- 3.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in **Form 4A, Section IV**.
- 3.6 The similar works experience of parent company / subsidiary / sister company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid.
- 3.7 The Bidder shall offer and make available the CVs of all Key Personnel specified in **Section – VI: ToR**.
- 3.8 The Bidder shall also indicate the following:
 - 3.8.1 The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for a minimum amount as indicated in **Section - III: Bid Data Sheet**.
 - 3.8.2 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. Pre-Bid Meeting

- 4.1 A Pre-Bid meeting shall be held as per the date and time mentioned in **Section III – Bid Data Sheet**. Bidders willing to attend the pre-bid meeting should inform the Employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per Bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective Bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The Bidders may put forth their pre-bid queries in the format prescribed in **Form 4H, Section IV**.

5. Clarifications and Addendum

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days/dates indicated in **Section - III: Bid Data Sheet** before the Bid submission last date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in **Section - III: Bid Data Sheet**. No request for the clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications.
- 5.2 The Employer will respond to the queries raised by the Bidders (including an

explanation of the query but without identifying the source of query) along with any amendment, which would be published on the website of IWAI and e-procurement portal.

- 5.3 At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be made available on <https://eprocure.gov.in/eprocure/appand> & on IWAI's website "www.iwai.nic.in". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification, which is posted on the above website from time to time. The Bidders shall acknowledge receipt of all amendments. To give reasonable time to the Bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. Declaration on the issue has been built-up in **Form 4G, Section IV**.

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 Earnest Money Deposit (EMD)

- 6.1.1 All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India notifications in this regard. In case of a JV / Consortium, the Lead Member shall furnish the EMD. Further, also refer clause **6.9.11 of ITB below**.

EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS / NEFT in the following account:

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

- 6.1.2 Bids not accompanied by EMD shall be rejected as non-responsive.
- 6.1.3 No interest shall be payable by the Employer on the sum deposited as EMD.
- 6.1.4 The EMD of those Bidders whose Financial Bids have been opened but are not selected as "Successful Bidder", would be returned within seven days of issuance of Letter of Acceptance (LoA) to the successful Bidder.
- 6.1.5 The EMD of Bidders who have not qualified for opening of Price Bids in terms of **clause 3 & 16 of ITB** would be returned within seven days of opening of Price bid.
- 6.1.6 The EMD shall be forfeited by the Employer in the following events:

- (i) If the Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) If the lowest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.
- (iv) In case the Bidder, submits false certificate in terms of any documents in support to this Tender.
- (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of **LoA**.
- (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract
- (vii) If the Bidder fails to furnish the Security Deposit & Performance Bank Guarantee in accordance with Conditions of Contract
- (viii) In case of a Bidder revoking or withdrawing or varying any terms of the Bid without the consent of the Employer in writing.
- (ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work.

6.2 **Cost of Tender Document / Tender Fee**

All Bidders are required to pay the cost of Tender Document as mentioned in Section III: Bid Data Sheet, through RTGS / NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. Further, also refer **Clause 6.9.12 of ITB** below for JV / Consortium. The cost of Tender Document is Non-Refundable.

6.3 **Bank Solvency**

All Bidders shall submit Bank Solvency certificate from a nationalized / scheduled bank in India for a minimum amount as mentioned in **Section - III: Bid Data Sheet**. In case of a JV / Consortium, the bank solvency certificate should be in the name of the Lead Member. The bank solvency certificate submitted by the Bidder shall not be older than one (01) year from the Bid Submission Last Date. **In case Bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.**

6.4 **Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per **Form Fin – 2**. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission.

The GST shall be paid as per existing rules and regulations at the time of payment.

6.5 Currency

Bidders shall express the price of their Assignment / job in **Indian Rupees (INR)**.

6.6 Language

The Bid as well as all related correspondences exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this tender document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting document submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 Bid Validity

Section - III: Bid Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Key Personnel nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Key Personnel proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The Bidders who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A Bidder can submit one bid only either as a single entity or in the form of a JV / Consortium. In case a Bidder submits or participates in more than one bid, the application of the Bidder shall be rejected summarily.

6.9 Bids by Joint Venture (JV) / Consortium

6.9.1 The JV / Consortium can be entered between two or more firms and limited to maximum three firms.

6.9.2 The Lead Member should have highest share of participation in a JV / Consortium.

6.9.3 In case the Bidder is a JV / Consortium of two members, then the minimum share of the 2nd member shall not be less than 25%. In case the Bidder is a JV / Consortium of three members, then the minimum share of 2nd and 3rd member shall not be less than 15% each, with total share of all the JV / Consortium members being 100%.

6.9.4 There shall be a Joint Bidding Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in **Form 4K of Section IV**). The Bidder has to submit either of the following:

6.9.4.1 A copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document

OR

6.9.4.2 A documentary proof of "intent of forming JV / Consortium as per Joint Bidding Agreement" on non-judicial stamp paper of Rs. 100 at the time of submission of bid.

The Joint Bidding Agreement to enter into a JV / Consortium agreement should contain at least the following:

- Name of the JV / Consortium independent from the name of JV / Consortium Partners
- Name of the Lead Partner
- Clearly mentioned percentage share of JV / Consortium members adhering to Clause 6.9.3 mentioned above.
- All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

6.9.4.3 **It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.**

6.9.5 Lead partner's authorization shall be evidenced by submitting a Power of Attorney, duly notarized, signed by the legally authorized signatories of all the partners / members of JV / Consortium.

6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.

6.9.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining JV / Consortium. The partner-in-charge shall within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Consultant liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Consultant and the Employer will take action under the Conditions of Contract.

6.9.8 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub-clause 6.9.7 above, all the partners of the JV / Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.

6.9.9 The bid submitted shall contain all relevant information for each member of JV /

Consortium as per the requirement stipulated under clause 10.1 of ITB.

- 6.9.10 Lead member should have stake in the JV / Consortium as stipulated in Clause 6.9.3 above and it should clearly state the proposed responsibilities as per the format given in Section IV: Form 4K. However, the JV / Consortium members together shall meet the overall qualification criteria stipulated in Clause 16.1 of ITB.
- 6.9.11 In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.
- 6.9.12 In case of award of work to a JV / Consortium, all the members of the JV / Consortium shall sign the contract agreement.

7. Conflict of Interest

- 7.1 Employer requires that selected bidder (the "Consultant") provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (a) **Conflicting Activities:** A firm or any of its affiliates who has been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.
 - (b) **Conflicting Assignment / Job:** A Consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
 - (c) **Conflicting Relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 7.3 Consultants have an obligation to disclose any situation of actual or potential

conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignment.

- 7.4 No agency or current employees of the Employer shall work as Consultants of any Bidder.

8. Acknowledgement by Bidders

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

- 8.1 Made a complete and careful examination of this Tender;
- 8.2 Received all relevant information from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of **Clause 5.2 & 5.3** above;
- 8.5 Acknowledged that it does not have a Conflict of Interest; and
- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted online 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 Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering
- 9.3 Bidder should enroll in the e-Procurement site <https://eprocure.gov.in/eprocure/app> using the option available "Enroll Here" on the homepage 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 Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID / password chosen during enrolment / registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY / TCS / node / e-Mudra or any Certifying Employer recognized by CCA India on e-Token / Smart Card, should be registered.
- 9.6 The Bidder should only use the registered DSC and should ensure safety of the same.
- 9.7 Bidder may go through the Tenders published on the site and download the required Tender documents / schedules in which the Bidder is interested.

- 9.8 After downloading / getting the Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If the Bidder wish to seek any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in **Section – III: Bid Data Sheet**. The Bidder should also take into account the addenda / corrigenda published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id / password chosen during enrolment / registration and then by giving the password of the e-Token / Smart card to access DSC.
- 9.11 Bidder will then select the tender which he / she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 9.12 From the favourites folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the Bidder has read all the terms and conditions before submitting his / her offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in general PDF / xls / rar / jpg formats. If there are more than one document, they can be clubbed together and can be provided in the requested format as specified in **Section – III: Bid Data Sheet**. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space" option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee and EMD for the amount as specified in **Section – III: Bid Data Sheet**. The original payment instruments should be posted / couriered / given in person so as to reach to the Employer on or before bid closing date & time. Scanned copy of the instruments for both these payments should be uploaded as part of the offer.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee and EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to scan 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 Tender document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender document.

- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content as enumerated in clause 10 below.
- 9.22 If the price Bid format is provided in a spread sheet file like **BoQ_xxxx.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified / replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure that the Bid documents submitted are free from virus. If the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side and displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms & Conditions contained therein should be addressed to the TIA for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of

- (i) The Hard Copy of original Power of Attorney (PoA) and payment instruments in respect of Tender Fee & EMD must be delivered to the office of authorized

Bids

representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.

- (ii) Online Bids submitted without hard copies of original PoA and payment instruments towards Tender Fee & EMD shall automatically become ineligible and shall not be considered for opening of bids.

- (iii) In case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence in support of the claim must be delivered to the office of authorized representative of IWAI as mentioned in **Section III: Bid Data Sheet**, on or before Bid Closing Date & Time.

- (iv) The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.

The scanned copy of the Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

10.1 Cover – I: Technical Bid

10.1.1 Part – I

- a. Proof of Tender Fee as specified in **Section – III: Bid Data sheet** or claim of exemption with supporting documents
- b. Proof of EMD as specified in **Section – III: Bid Data Sheet** or claim of exemption with supporting documents
- c. Proof of Bank Solvency for the minimum amount as specified in **Section – III: Bid Data Sheet**
- d. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per **Annex – VI in Section VIII**
- e. Letter of Bid (**Section IV: Form - 4A**)
- f. Signed declaration by the Bidders (**Section IV: Form – 4F**)
- g. Statement of Legal Capacity by the Bidders (**Section IV: Form – 4I**)
- h. Power of Attorney for the authorized person of the Bidder as per **Section IV: Form - 4D**. This form shall be accompanied by copy of Company identity card or general identity card (Passport / Driving license / Voter's ID etc.) of the authorized representative
- i. Power of Attorney for Lead Member of the JV / Consortium as per **Section IV: Form 4J**
- j. Joint Bidding Agreement as per **Section IV: Form 4K**
- k. Bidder Information Sheet as per **Section IV: Form 4G**
- l. Composition / Ownership / Shareholding pattern of the organization
- m. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Company

- n. Registration / incorporation certificate of the Company
- o. Integrity Agreement in format given at **Annex – I in Section VIII**
- p. Original tender document with minutes of the pre-bid meeting and all addenda & corrigenda issued till last date of bid submission duly stamped and signed by the authorized signatory of the Bidder

Note: If the Bid 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, or by a partner holding the PoA for the firm for signing the Bid in which case a certified copy of the PoA shall accompany the Bid. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Bid.

10.1.2 **Part – II**

- a. Annual Report / Audited Balance Sheets, for the **last three financial years** ending 31st March of the previous financial year
- b. GST Registration certificate
- c. Income Tax Return (ITR) filed by the Company for the last three financial years
- d. PAN card of the Company
- e. **Section IV: Form - 4C** for Average Annual Turnover
- f. Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at **Annex - IV & V in Section VIII**

10.1.3 **Part – III**

Complete Company Profile including the following details:

- a. Background of the organization
- b. Client completion certificates on client letter head for Similar Works executed by the Bidder in the last seven years. The submitted certificates shall comply with the conditions laid in **clause - 3 of ITB** (Bidder Eligibility Criteria). Such eligible projects shall be supplied in **Section IV: Form - 4B**.
- c. List of Litigation History

10.1.4 **Part – IV**

- a. The Bidder shall submit the Technical Bid keeping in view the scope of work listed in the ToR which must include:
 - (i) Approach to the work and methodology to be adopted; and
 - (ii) Detailed Work Plan
- b. List of Experts / Key Personnel along with complete signed CVs (**Section IV: Form - 4E**), adhering to the following requirements:
 - (i) **Team Leader must be preferably in-house / permanent staff or full time employee of the consulting organization. In case the proposed team leader**

is not a permanent employee of the Bidder (including in case of a JV, of its members), a certificate from the professional must be furnished mentioning his / her availability for the project. In the absence of such certificate, his / her CV will not be evaluated.

- (ii) The Bidder has to ensure that the time allocated for the Key Personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects / clients) for the Key Personnel.
- (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
- (iv) The Key Personnel shall remain available for the entire period of the contract as indicated in the tender document.
- (v) No alternative CV for any Key Personnel shall be made and only one CV for each position shall be furnished.
- (vi) Each CV shall bear original signatures of the proposed Key Personnel which shall also be signed by the authorized signatory of the Bidder. The Employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the document.
- (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender document.
- (viii) No Key Personnel involved should have attained the age of 65 (sixty five) years at the time of submitting the Bid. The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.
- (ix) Since the replacement of Key Personnel affects the marking of technical evaluation of the bids, the Bidders shall ensure that there shall be no replacement / change in the key personnel proposed at the time of signing of contract and during execution of the work. The Consultant shall not replace any of the Key Personnel without the written prior consent of the Employer. The replacement of the Key Personnel shall only be on health grounds of the individual or if the Key Personnel ceases to work for the Consultant and is no longer an employee of Consultant, with having equal or better qualification and experience. The Consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.
- (x) If the Employer (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employers written request specifying the grounds therefore, forthwith provide as a replacement a person with equal or better qualifications and experience acceptable to the Employer.
- (xi) The Consultant shall bear all travel and other costs arising out of or incidental to any removal and / or replacement of its personnel.

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

All the submissions enumerated under Part I, II & III shall be submitted by all the JV / Consortium Partners separately wherever applicable.

10.2 Cover - II: Financial Bid

Financial Bid in excel format (**BoQ_XXXXX**) provided along with this Tender as per **Form Fin – 2, Section V** 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 Bidders will have to make their own arrangements for the transportation / accommodation / TA / DA of their personnel assigned to this project. The price quoted shall also include the Bidder's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, the remuneration of the experts, secretarial staff, their salary, allowances and overhead expenditure etc.
 - b. Consultancy fee quoted would deem to have included all the incidental costs including cost of data collection through field survey, all documents and reports etc. that would be required to-be prepared and submitted by the Consultant during entire course of the present assignment.
 - c. All duties, taxes, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST, which will be paid as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The Bidder has to submit the breakup cost of work and taxation in support of the financial bid as per **Form Fin - 3**. Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weightage, otherwise it would be presumed that the Bidder would absorb the same in his quote.
 - d. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration of consultancy services shall be as specified in **Section – III: Bid Data Sheet**.

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| 11. Extension of Bid Submission Date | 11.1 | The Employer may extend the date of submission of bids by issuing an addendum / corrigendum and uploading the same on Employer's website and e-procurement portal. |
| 12. Late Proposals | 12.1 | Online proposals received by the Employer after the specified bid submission date & time or any extension thereof, pursuant to clause – 11 above, shall not be considered for evaluation and shall be summarily rejected. |
| 13. Liability of the Employer | 13.1 | The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under clause - 9 of ITB , has been read and understood by the bidder. The submission of hard copy is not a mandatory requirement. However, if the Bidder submits hard copy of the bid, it shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation. |

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| <p>14. Modification / Substitution / Withdrawal of Bids</p> | <p>14.1 The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission.</p> <p>No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.</p> |
| <p>15. Bid Opening and Evaluation Process</p> | <p>15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.</p> <p>15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Bid Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with clause - 14 above shall not be opened.</p> <p>15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR and by applying the eligibility & evaluation criteria, sub-criteria specified in clause – 3 & 16 of ITB. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in clause - 3 and clause - 16 of ITB. Only responsive Proposals shall be further taken up for evaluation.</p> <p>15.4.1 A Bid shall be considered responsive only if:</p> <ul style="list-style-type: none"> a. It is received by the Bid submission date and time including any extension thereof, pursuant to clause – 11 above; b. It is accompanied by the EMD & Tender Fee as specified in clause 6.1 & 6.2 above; c. It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal); d. It does not contain any condition or qualification or suggestion; and e. It fulfils the eligibility & qualification criteria stipulated in clause 3 and clause 16.1 of ITB. <p>15.5 After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may at its discretion, ask any Bidder for a clarification on its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.</p> <p>15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document,</p> |

of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.

15.7 At the time of the online opening of the 'Financial Bids', the names of the technically qualified Bidders along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

**16. Qualification
Criteria & Bid
Evaluation**

16.1 Minimum Qualification Criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in **clauses 16.1.1 to 16.1.2 of ITB** below. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened.

16.1.1 Qualification Criteria for Consultancy Services

The Bidder should have successfully completed / having ongoing projects "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a. 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost put to this tender, or
- b. 2 similar completed services each costing not less than the amount equal to 60% of the estimated cost put to this tender, or
- c. 1 similar completed service costing not less than the amount equal to 80% of the estimated cost put to this tender

Note: The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits

For this purpose, "**Similar Works**" has been defined in **Section III: Bid Data Sheet**.

In the event of a JV / Consortium, following are the requirements:

- (a) All Parties combined shall together meet the technical eligibility as well as financial eligibility requirement.
- (b) The value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.

16.1.2 Qualification Criteria for "Average Annual Turnover" for last three (03) financial years

At least 50% of the estimated cost put to this tender to qualify for this work

In the event of a JV / Consortium, all parties combined shall together meet the Qualification requirement of Average Annual Turnover.

- 16.1.3 In case a Bidder fails to meet the eligibility criteria stipulated in **clause 3 of ITB** along with above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

16.2 Technical Evaluation

- 16.2.1 The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of **clause 3 & 16 of ITB** would be as follows:

Summary

<u>S. No.</u>	<u>Evaluation Criteria</u>	<u>Score</u>
1.	<u>The Bidder's relevant experience for the assignment</u>	<u>10</u>
2.	<u>The qualification and experience of the proposed Key Personnel</u>	<u>50</u>
(a)	<u>Team Leader (1 No. * 12)</u>	<u>12</u>
(b)	<u>Traffic Expert / Traffic demand forecasting analyst / Geospatial technology expert (1 Nos. * 8)</u>	<u>8</u>
(c)	<u>Zonal Survey Anchors (5 Nos. * 5)</u>	<u>25</u>
(d)	<u>Traffic Data Analyst (1 Nos. * 5)</u>	<u>5</u>
3.	<u>The quality of Approach & Methodology proposed along with detailed Work Plan and presentation</u>	<u>40</u>
<u>Grand Total (S. No. 1+2+3)</u>		<u>100</u>

(1) Relevant Experience for the Assignment

<u>S. No.</u>	<u>Evaluation criteria</u>	<u>Scoring</u>	<u>Maximum Marks</u>	<u>Documentary evidence</u>
1	Similar experience in providing consultancy services for preparation of Feasibility Studies / Detailed Project Report in which the scope includes traffic survey and analysis, in the transport infrastructure sector in the last seven (7) years before the last date of Bid	<ul style="list-style-type: none"> 1 to <= 3 Projects: <u>02 Marks</u> >3 and <= 5 Projects: <u>04 Marks</u> >5 Projects: <u>06 Marks</u> 	06 Marks	Client completion certificate + Work order/ Engagement Letter

	<u>submission</u>			
<u>2</u>	<u>Similar experience in the Ports or Inland Waterways sector in the last seven (7) years before the last date of Bid submission</u>	<ul style="list-style-type: none"> • <u>1 to < = 2 Projects:</u> <u>01 Marks</u> • <u>>2 and < = 3 Projects:</u> <u>02 Marks</u> • <u>>3 Projects:</u> <u>03 Marks</u> 	<u>03 marks</u>	<u>Client completion certificate + Work order / Engagement Letter</u>
<u>3</u>	<u>Providing consultancy services in the areas of geospatial digital identity and mapping in India for Central/State Govt. agencies in India</u>	<ul style="list-style-type: none"> • <u>1 to < = 2 Projects:</u> <u>0.5Marks</u> • <u>>2 Projects:</u> <u>01Marks</u> 	<u>01 marks</u>	<u>Client completion certificate + Work order / Engagement Letter</u>

(2) CVs of Key Personnel - Sub-Criteria for each Key Personnel

<u>S. No.</u>	<u>Expert</u>	<u>Qualification & Experience Requirement</u>	<u>Maximum Marks</u>
<u>1</u>	<u>Team Leader</u>	<u>BE / B.Tech in any discipline with Master's Degree / Post Graduate Diploma (PGD) in relevant field with minimum overall experience of 15 years out of which minimum 7 years of experience in similar works in the Transport Infrastructure sector.</u> <u>Maximum marks: 4.0</u> <u>15-17 years: 2 marks</u> <u>17-19 years: 3 marks</u> <u>20+years: 4 marks</u>	<u>04</u>
		<u>Should have led at least one assignment of INR 4 Cr on implementation of national project or program for other Agency in India related to Transport/Logistics</u> <u>Maximum marks: 3.0</u> <u>1 assignment :1.5 mark</u> <u>2 or more assignments: 3.0 marks</u>	<u>3</u>
		<u>Number of assignments covering the similar works experience in the Ports/ IWT projects</u> <ul style="list-style-type: none"> • <u>1 to < = 2 Projects: 1 mark</u> 	<u>03</u>

		<ul style="list-style-type: none"> • <u>> 2 Projects and < = 3 Projects: 2 marks</u> <u>More than 3 Projects: 3 marks</u> 	
		<u>Permanent employee of the firm</u>	<u>2.0 Mark</u>
<u>2</u>	<u>Traffic Expert / Traffic demand forecasting analyst/ Geospatial technology expert</u>	<p><u>Graduate in any discipline with Master degree/Post Graduate Diploma (PGD) or equivalent in the relevant field with minimum overall experience of 10 years out of which minimum 5 years of experience in traffic studies in Transport Infrastructure sector.</u></p> <p><u>Maximum marks: 4.0</u></p> <p><u>10-13 years: 2 marks</u></p> <p><u>13-15 years: 3 marks</u></p> <p><u>15+years: 4 marks</u></p>	<u>04</u>
		<u>Permanent employee of the firm</u>	<u>1.0 Mark</u>
		<p><u>Number of assignments covering the similar works experience in the IWT / Ports projects</u></p> <ul style="list-style-type: none"> • <u>1 to < = 2 Projects: 1 mark</u> • <u>> 2 Projects and < = 3 Projects: 2.0 marks</u> • <u>More than 3 Projects: 3.0 marks</u> 	<u>3</u>
<u>3</u>	<u>Zonal Survey Anchors</u>	<u>Graduate in any field with minimum overall experience of 7 years out of which minimum 5 years of experience in traffic studies in Transport Infrastructure sector.</u>	<u>03</u>
		<u>Preferred Qualification: Post Graduation (Master's Degree / PGD) in relevant field</u>	<u>0.5</u>
		<p><u>Number of assignments covering the similar works experience in the IWT / Ports projects</u></p> <ul style="list-style-type: none"> • <u>1 to < = 2 Projects: 0.5 mark</u> • <u>> 2 Projects and < = 3 Projects: 1.0 marks</u> • <u>More than 3 Projects: 1.5 marks</u> 	<u>1.5</u>
<u>4</u>	<u>Traffic Data Analyst</u>	<u>Minimum: Graduate in any field with minimum overall experience of 5 years out of which minimum 3 years of experience in conducting market and traffic studies</u>	<u>2.5</u>
		<u>Preferred Qualification: Master's Degree / Post Graduate Diploma in relevant field</u>	<u>0.5</u>

		<p><u>Number of assignments covering the similar works experience in the IWT / Ports projects</u></p> <ul style="list-style-type: none"> • <u>1 to < = 2 Projects: 0.5 mark</u> • <u>> 2 Projects and < = 3 Projects: 1.0 marks</u> • <u>More than 3 Projects: 1.5 marks</u> 	<u>1.5</u>
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Note: Apart from above Key experts, a team of minimum 6 Traffic surveyor with each Zonal Survey Anchors (5 Zonal Survey anchors for five zones) is required to be deployed. Traffic surveyor shall be graduates. (3) Approach & Methodology along with detailed Work Plan

S. No.	Evaluation Criteria	Maximum Marks
(a)	Understanding of ToR and the Objective & Purpose of the Assignment	10
(b)	Approach to the work and Methodology to be adopted for the Assignment	15
(c)	Detailed Work Plan to be adopted for the Assignment	10
(d)	Presentation	5

16.2.2 The Technical Bids must score at least 75 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 75 marks or more (out of 100) would be opened for further processing.

16.2.3 The Technical score shall be evaluated according to the following formula:

$$St = 100 * T / Tm$$

(St is the normalized technical score, T is the technical score of the Bidder under consideration and Tm is the highest technical score amongst the Bidders under consideration)

16.3 Financial Evaluation

The Financial Score shall be evaluated according to the following formula:

$$Sf = 100 * Fm / F$$

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

16.4 Final Evaluation

16.4.1 A combined score of Technical and Financial will be evaluated. The successful

bidder shall be selected as per the following procedure:

- a. Proposal will be ranked according to the combined normalized Technical (St) and normalized Financial (Sf) score using the weights mentioned below.
- b. The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where $Tw = 0.70$ and $Fw = 0.30$
(Tw = the weight given to technical proposal; Fw = weight given to the financial proposal; $Tw + Fw = 1$)
- c. Final score (S) would be arrived at using the following formula: $S = St \times Tw + Sf \times Fw$

17. Award of Contract

- 17.1 The Employer shall issue a LoA to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 17.2 **For a JV / Consortium, the Consultant will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of Security Deposit & Performance Bank Guarantee, within 45 days of issuance of the LoA.**
For a Single Entity, the Consultant will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of security deposit & performance bank guarantee, within 28 days of issuance of the LoA.
- 17.3 The Consultant is expected to commence the Assignment / job at the location specified in Section III: Bid Data Sheet.

18. Insurance

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

19. Indemnity

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

20. Fraud and Corrupt Practices

- 20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this Tender, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the EMD or Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder's Proposal.
- 20.2 Without prejudice to the rights of the Employer under **Clause 18** (Insurance)

hereinabove and the rights and remedies which the Employer may have under the LoA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

21. Ownership of Document and Copyright

21.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the ToR.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Employer.

SECTION - III: BID DATA SHEET

SECTION III: BID DATA SHEET

Reference	Particulars	Description
ITB 2.1	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
ITB 2.1	Method of Selection	Quality and Cost Based (QCBS) Selection Method (70:30)
ITB 2.2	Name of the Assignment / Job	Consultancy Services for mapping of cargo movement on National Waterways and identification of infrastructural interventions
ITB 2.3	a) Last Date & Time for submission of Bid and b) Address for submission of hard copy of PoA & payment instruments (Tender Fee & EMD)	Date : 05.09.2023 Time : Latest by 1500 Hrs (IST) Submission : online submission Address: Director (Traffic & Logistics), Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
ITB 4.0	Pre-Bid Meeting	Date : 17.08.2023 Time : 1500 Hrs (IST) Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
ITB 5.1	Last date for seeking clarifications	Date : 16.08.2023 Time : 1500 Hrs (IST) Email Id: akbansal@iwai.nic.in
-	Estimated cost of this work	INR 7.08 crore excluding GST
ITB 6.1	EMD	INR 1,416,000 Lacs (i.e. 2% of estimated cost)
ITB 6.2	Tender Fee	INR 2,950/- including GST (i.e. Rs.2500/- + Rs.450/- @18% GST) Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS / NEFT in the following account: i. Name of Bank Account: IWAI Fund ii. Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi iii. Bank Account number: 90622150000086 iv. IFSC: SYNB0009062
ITB 6.3	Minimum Bank Solvency	INR 28,320,000/- (i.e. 40% of the estimated cost of this work)
ITB 6.7	Bid Validity Period	180 days after last date of Bid Submission

Reference	Particulars	Description
ITB 3.2 & ITB 16.1	Similar Works	<u>“Similar Works”</u> means <u>“providing consultancy services for preparation of Feasibility Studies / Detailed Project Reports in which the scope includes traffic survey, analysis in the transport infrastructure sector (preferably in inland waterways transport sector) and assessment & future projections of cargo traffic in the transport and logistics projects” in the last 7 years before last date of submission of bid</u>
ITB 6.9	JV / Consortium	Yes
ITB 10.1	Authorised Representative	Name: Director (Traffic & Logistics) Email Id: akbansal@iwai.nic.in
ITB 10.3	Consultancy Period	25 months from the date of issuance of LoA and based on the performance of the contractor, extension of work for 1 years shall be awarded subject to approval of IWAI by entering into a supplementary agreement after deposition of security deposit for the additional value of work awarded for subsequent year accordingly.
ITB 15.3	Bid Opening date	Date : 06.09.2023 Time : 1530 hrs
ITB 17.3	Location of Assignment	Refer Section VI: ToR
-	Make in India	As per policy of Govt. of India to encourage ‘Make in India’ and promote manufacturing and production of goods and services in India, the provisions vide order no. P-45021/2/2017-PP (B.E-II) dated 29.05.2019 on the subject “Public Procurement (Preference to Make in India), Order 2017 – Revision” shall be fully applicable.
-	Performance Security	5% of the quoted amount in the form of bank guarantee (including e-guarantee) from commercial bank or online payment acceptable in form safeguarding the interest of IWAI as per OM No.F. 1/2/2023-PPD dated 03.04.2023. of department of Expenditure
-	Security Deposit	5% of the quoted amount in the form of RTGS deposited to IWAI Fund in terms of Clause 6.1.1 of ITB

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: LETTER OF BID
(To be submitted on the letter head of the Bidder)

To,

Director (Traffic & Logistics)
IWAI, A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.

Sub: Consultancy Services for mapping of cargo movement on National Waterways and identification of infrastructural interventions

Dear Sir,

1. Having examined the information and instructions for submission of tender, Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT in favour of IWAI Fund payable at Noida from Nationalised / Scheduled bank of India as per the details given therein:

S. No.	RTGS / NEFT		Total EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	
1			

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD absolutely otherwise the said EMD

shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender including that no interest is payable on EMD and/ or Security Deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the Employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereto shall constitute a binding contract.
8. **I / We also declare that the firm has not been debarred / blacklisted during the last three years.** Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.
9. I/ We understand that IWAI is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)

M/s

Telephone no's.....FAX No.....

Email ID:

FORM 4B: ELIGIBLE PROJECTS
(To be submitted on the letter head of the Bidder)

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

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

“Similar Works¹” have been defined in **Section III: Bid Data Sheet**

S. No.	Client Name ² , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work)	Remarks
		Financial ³ value of similar work satisfactorily completed					

Firm's Name :

Authorized Signature :

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year simple annually.
2. Bidders should mention the maximum value of similar works as defined in **Clause 16.1.1 of ITB** executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.

¹ Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in **Clause 3.2 of ITB**. The works claimed by the Bidder, if not supported with proof of completion as laid down under **Clause 3.2 of ITB** from the Client will not be considered.

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

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, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

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

FORM 4C: AVERAGE ANNUAL TURNOVER IN LAST THREE YEARS
(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)

Sl. No.	Financial Years	Annual Turnover in INR
1.	2019-20	
2.	2020-21	
3.	2021-22	
4.	Total (1+2+3)	
5.	Average Annual Turnover	<i>[indicate sum of the above figures divided by 3]</i>

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:

In case the Bidder does not have a statutory auditor, it may provide the certificate from a practicing Chartered Accountant.

FORM 4D: POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of Rs. 100 and duly notarised. The stamp paper to be in the name of the company who is issuing the 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 authorize Mr./Ms.son / daughter / wife and presently residing atwho is presently employed with / retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for ".....(insert name of the assignment)". The selection of Consultant for Inland Waterways Authority of India (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 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 Bidder 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 Bidders 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 staffs capability to handle the tasks listed under Para 12]
Name of Assignment/Job or project :
Month & Year :
Location :
Employer :
Main project features :
Positions held :
Activities performed :
14. **Certification :**
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly

describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I also confirm my availability for the project.

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

Date:.....

[Signature of staff member]

[Signature of authorized signatory of the firm]

Place:.....

[Full name of authorized representative]

FORM 4F: DECLARATION BY THE BIDDERS
(To be submitted on the letter head of the Bidder)

To,

Date:.....

Director (Traffic & Logistics),
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District- Gautam Buddha Nagar (U.P.)

Kind Attention: Director (Traffic & Logistics)

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 Tender document downloaded from the website of IWAI and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been debarred / blacklisted during the last three years.
3.	<input type="checkbox"/>	I / We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
6.	<input type="checkbox"/>	I / We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine
7.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

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

FORM 4G: BIDDER INFORMATION SHEET
(To be submitted on the letter head of the Bidder)

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Note:

This Form shall be supplied with Identity proof of the authorized representative

FORM 4H: FORMAT FOR PRE BID QUERIES BY BIDDERS
(To be submitted on the letter head of the Bidder)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender clause description	Query / Suggestion / Clarification sought
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			
.			

Yours Faithfully

(Signature of the Bidder, with Official Seal)

FORM 4I: STATEMENT OF LEGAL CAPACITY
(To be submitted on the letterhead of the Bidder)

Ref. Date:

To,

Director (Traffic & Logistics)
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we / our members in the JV / Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that (*insert member's name*) will act as the Lead Member of our JV / Consortium.*

We have agreed that (*insert individual's name*) will act as our representative / will act as the representative of the JV / Consortium on its behalf* and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions / representations of the Lead Member / Authorised Signatory shall be legally binding on the JV / Consortium.

Thanking you,

Yours faithfully,

(*Signature, name and designation of the authorized signatory*)

For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM 4J: POWER OF ATTORNEY FOR LEAD MEMBER OF JV / CONSORTIUM

(To be executed on non-judicial stamp paper of Rs. 100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued)

Whereas the Inland Waterways Authority of India (the "Authority") has invited Bids from interested parties for the ".....(insert name of the assignment)" **(hereinafter referred to as "The Work")**

and

Whereas,.....,and.....(collectively the "JV / Consortium") being Members of the JV / Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at, M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's Bid for the **"The Work"**.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the JV/Consortium)

Notes:

- *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 executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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 Bidders 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 Apostil certificate.*

FORM 4K: JOINT BIDDING AGREEMENT

(To be executed on non-judicial stamp paper of Rs. 100 and duly notarised)

THIS JOINT BIDDING AGREEMENT in favour of(*insert name of the JV / Consortium*) is entered into on this the day of 20..

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- (A) Inland Waterways Authority of India (the **"Authority"**), has invited Bids (the **"Bids"**) by its Request for Bid dated (the **"Tender Document"** for(*insert name of the assignment*)) (the **"Work"**)
- (B) The Parties have read and understood the Tender Document and are interested in jointly bidding for the Project as members of a JV / Consortium and in accordance with the terms and conditions of the Tender document and other Tender documents in respect of the Project, and
- (C) It is a necessary condition under the Tender document that the members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender document.

2. JV/Consortium

- 2.1 The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV / Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 2013, in whose subscribed and paid up capital, the selected Bidder i.e. the parties herein shall collectively hold 100% equity for a duration of three months beyond the contract period.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding Process and until the signing of the contract for “**the Work**” when all the obligations shall become effective;
- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for “**the Work**”.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the Tender Document and such other Agreements / Contracts / Work Orders as may be executed from time to time between the Authority and the JV / Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document for “**the Work**”, till such time as prescribed therein.

6. Shareholding

- 6.1 The Lead Member of such selected Bidder (JV / Consortium) shall at all time during the contract period hold equity equivalent to% (as per clause 6.9.2 of ITB) of the

subscribed and paid up capital incorporated by the parties to work as the Consultant. Further, other consortium members whose technical / financial eligibility shall have been used for the purpose of qualification under this Tender document shall hold% (as per clause 6.9.3 of ITB) equity respectively, in the subscribed and paid up capital during the contract period; Provided however that the Authority may in its sole and absolute discretion permit a JV / Consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Consultant.

- a. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for “**the Work**”.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to the Bid, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and
- (e) Such Party has read and understood the Tender Document and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**the Work**” is achieved under and in accordance with the tender for “**the Work**” in case the Project is awarded to the JV / Consortium. However, in case the JV / Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

10. Proposed distribution of Responsibilities

All the parties of this Agreement hereby agree for the following shareholding percentage and technical & financial responsibilities towards fulfilling the objectives of this tender document and the work in spirit.

S. No.	Name of Member of JV	Percentage Share	Technical Responsibility	Financial Responsibility	Remarks
(i)	Lead Partner (Name & Address of Member – 1)				
(ii)	Member 2 (Name & Address of Member – 2)				
(iii)	Member 3 (Name & Address of Member – 3)				

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of the LEAD MEMBER

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of SECOND PART

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of THIRD PART

In the presence of:

1) _____

2) _____

Notes:

- The mode of the execution of the Joint Bidding Agreement 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.*
- This Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this*

Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

SECTION – V: FINANCIAL BIDS STANDARD FORMS

FORM FIN – 1: FINANCIAL BID SUBMISSION FORM

(This form has to be submitted in financial bid only)

[Location, Date]

To,

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consultancy services for *[Insert title of Assignment / Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies etc.) but excluding Goods & Service Tax (GST) *[Insert amount(s) in words and figures]*. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

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

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

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Designation of Signatory :

Name of Firm :

- Above form and financial quote is required to be submitted under financial bid of e-procurement website only.

FORM FIN – 2: SUMMARY OF COSTS - BOQ

Sr. No.	Particulars	Amount (in Figures)	Amount (in Words)
A.	Total Consultancy Fees (Form Fin- 3)	Not to be submitted with Technical bid	
B.	GST as applicable	Not to be submitted with Technical bid	
	Grand Total	Not to be submitted with Technical bid	

Notes:

During Financial Bid Evaluation, quoted cost excluding GST would be considered, for the purpose of comparison of the Bids. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments. Further, **financial bid in any form submitted with the Technical bid will considered as non-responsive & technically disqualified bid and further evaluation of bid will not be considered.**

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

FORM FIN – 3: CONSULTANCY FEES

1. Key Resource (as required)

S. No.	Designation	Number of Personnel (A)	Man-months to be Proposed / Person (B)	Man-month Rate / Person (C)	Total Amount (C = AXBXC)
1.	Team Leader	1		Not to be submitted with Technical bid	
2.	Traffic Expert / Traffic demand forecasting analyst/ Geospatial technology expert	1		Not to be submitted with Technical bid	
3.	Zonal Survey Anchors	5		Not to be submitted with Technical bid	
4.	Traffic Data Analyst	1		Not to be submitted with Technical bid	
Sub-Total (1)					

2. Survey & Support Staff

S. No.	Designation	Number of Personnel (A)	Man-months to be Proposed / Person (B)	Man-month Rate / Person (C)	Total Amount (C = AXBXC)
1.	Traffic surveyor			Not to be submitted with Technical bid	
Sub-Total (2)					

3. Miscellaneous Expenses

S. No.	Description	Total Amount
1.	Expenses for Site Visits, Air travel, Meetings, Local Transport & Documentation etc.	Not to be submitted with Technical bid
Sub-Total (3)		

Notes:

1. Man-months rate and corresponding total amount (based on manpower deployment schedule) shall include total emoluments, expenditure allowances, overheads, bonuses and all local taxes

etc. These are to be provided only for the purpose of break-up of quoted remuneration and no extra claim in this regard shall be entertained by the Employer.

2. The Miscellaneous Expenses details as stipulated above, are to be provided only for the purpose of break-up of total cost under this head and no extra claim in this regard shall be entertained by the Employer.
3. The total cost shall be paid as per **clause 7.0 of Section VI: ToR (on percentage basis)** and no extra claim in this regard shall be entertained by the Employer.
4. **This form is required to be submitted post opening of financial bid based on request of IWAI.**

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

SECTION –VI: TERMS OF REFERENCE (ToR)

1. **Background**

- 1.1 Inland Waterways Authority of India (IWAI) (hereinafter referred to as “**Authority**”) is a statutory body of the Ministry of Shipping, Government of India (GoI). The Authority came into existence on 27th October 1986 for development and regulation of inland waterways for shipping & navigation. The Authority is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) of the country. Presently, there are 111 NWs in the country. The head office of the Authority is at Noida.
- 1.2 The Authority has its regional offices at Patna, Kolkata, Guwahati & Kochi and sub-offices at Allahabad, Varanasi, Farakka, Sahibganj, Haldia, Swroopganj, Hemnagar, Dibrugarh, Dhubri, Silchar, Kollam, Bhubaneshwar & Vijayawada.
- 1.3 Inland Waterways Transportation (IWT) has the potential to provide a cost efficient, economic, reliable, safe and environment friendly mode of transport. When developed for use by modern inland vessels operating on dependable fairway, IWT can reduce congestion and investment needs in rail & road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India’s global trade competitiveness.
- 1.4 IWAI through its Regional Offices and sub-offices and with the support of State Maritime Boards records the traffic movement taking place on different NWs. Approximately 108.79 million tonnes of traffic movement took place during FY 2021-22, the details of which are as follows:

S. No.	National Waterways	April 2021 to March 2022 (million tonnes)
1.	NW-1 (Ganga – Bhagirathi – Hooghly river system)	10,927,788
2.	NW-2 (Brahmaputra river)	428,134
3.	NW-3 (West Coast Canal and Champakara canal and Udyogmandal canal)	1,695,033
4.	NW-4 (Krishna Godavari river system)	11,233,685
5.	NW-5 (East Coast Canal and Matai River/ Brahmani-Kharsua-Dhamra Rivers/Mahanadi Delta Rivers)	14,923
6.	NW-10 (Amba river)	20,229,460
7.	NW-83 (Rajpuri Creek)	228,505
8.	NW-85 (Revadanda Creek-Kundalika River System)	700,955

S. No.	National Waterways	April 2021 to March 2022 (million tonnes)
9.	NW-91 (Shastri River - Jaigad Creek System)	22,447,037
10.	NW-68 (Mandovi river – Goa)	2,621,634
11.	NW-111 (Zuari River – Goa)	1,956,232
12.	NW-73 (Narmada river – Gujarat)	45,223
13.	NW-100 (Tapi river – Gujarat)	29,322,174
14.	NW-16 (Barak river)	5,088
15.	NW-44 (Ichamati River)	817,950
16.	NW-64 (Mahanadi River)	14,923
17.	NW-86 (Rupnarayan River)	616
18.	NW-97 (Sunderbans Waterways)	6,102,787
Total		108,792,147

In addition to the above, traffic movement has been observed in the ongoing financial year on the following National Waterways:

1. NW-8 (Alappuzha- Changanassery Canal)
2. NW-9 (Alappuzha-Kottayam – Athirampuzha Canal)
3. NW-14 (Baitarni River)
4. NW-23 (Budhabalang River)
5. NW-31 (Dhansiri River)
6. NW-57 (Kopili River)
7. NW-94 (Sone River)

During interaction with various stakeholders, it has been noticed that substantial movement of organized and unorganized traffic (cargo and passenger) is taking place on the above 25 (18+7) NWs which is currently not being recorded completely.

In order take a comprehensive view, it is deemed suitable to explore traffic potential (cargo and passenger) of the remaining NWs in India also for which no cargo or passenger volumes are currently documented.

- 1.5 As per preliminary survey conducted by IWAI, traffic is being handled at the following number of locations on different NWs. A tentative list of the locations on different NWs along with corresponding Tehsil and District is available in **Annexure-VII** of this RFP.

National Waterway	No. of Locations
NW-1	132

NW-2	45
NW-3	07
NW4	20
NW-5	21
NW-10	06
NW-83	06
NW-85	06
NW-91	06
NW-68	45
NW-111	45
NW-73	16
NW-100	10
NW-16	41
NW-44	02
NW-64	30
NW-86	03
NW-97	13
NW-8	56
NW-9	18
NW-14	07
NW-23	14
NW-31	02
NW-57	02
NW-94	07
Total	560*

*Actual Number may be ascertained during the data collection.

2. **Objective of the Study**

2.1 The objective of the study is to:

- A. Estimate the actual traffic (both cargo and passenger) being handled at different locations on National Waterways and transported through registered & unregistered vessels, Ro-Ro vessels, and small ferry boats etc. by undertaking field survey
- B. Take samples of the traffic at various locations and estimate the actual traffic through scientific statistical methods so that overall error is less than 2%. The seasons & variation months to be considered for accurate estimation.
- C. Statistical projections of traffic movement on the NWs for future years up to 2047 based on a sound traffic demand forecasting methodology.

- D. Estimate / project Traffic Strategy for movement of traffic in such a way that the findings of traffic projections should be able to identify key gaps in infrastructure like terminal, associated logistics facilities, cold storage / warehousing etc. required for enhanced IWAI freight traffic movement.
- E. Understanding logistics trend or commodity movement across NW system and provide useful insights / flexibility of new locations where IWAI facilities can be developed to capture potential traffic movement
- F. Identify suitable technological interventions to record traffic (cargo and passenger) across all (111) NWs in India in the future

3. **Methodology, Standards and Assumptions**

- 3.1 The Consultant shall, evolve an appropriate methodology in accordance with relevant industry standards & best practices, undertake all fieldwork and ensure that all data is quality assured & corrected wherever appropriate. The Consultant shall keep a record of all information collected and present this in a manner that allows statistical comparisons to be made.
- 3.2 The Consultant, shall, for the purposes of this study, take into account all recognized standards, guidelines and codes of practice as required in accordance with Indian law and as recognized internationally.
- 3.3 All consultancy works which are included in the scope of work shall be carried out by the Consultant and the Consultant cannot transfer any responsibility for completion of work to IWAI.
- 3.4 The proposals submitted by the Consultant shall not have any conditions. Conditional proposals shall not be technically evaluated and will be summarily rejected.
- 3.5 To facilitate the Consultant to conduct field surveys, IWAI will provide necessary assistance through letters authorizing the Consultant to conduct the surveys for the purpose of the study. All follow up etc. in this regard will have to be done only by the Consultant.

4. **Detailed Scope of Work**

Unless explicitly restricted in the Contract, the Scope of Work under the Contract shall include but shall not be limited to the following:

- 4.1 **Study of all national waterways and identify the locations therein to study for traffic movements**
 - (i) The Consultant shall study the existing reports, data and other information available with IWAI, State Waterway Transport authorities, Maritime boards and other reliable resources to identify the National Waterways that have traffic movement.

- (ii) The Consultant shall identify the locations for existing traffic on the National Waterways and these may be similar or in addition to the locations mentioned in Annexure VII. The new locations shall be confirmed in discussion with IWAI prior to commencement of any site surveys.
- (iii) Accordingly the Consultant shall undertake the tasks mentioned below for all locations identified in addition to the locations mentioned in Annexure VII, the study of which can commence simultaneously while assessing National Waterways and identifying locations

4.2 **Mapping of Traffic Movement**

The Consultant shall:

- (i) Conduct reconnaissance survey to capture the initial thought regarding traffic movement trends, mapping the freight generators/ attractors, commodity type, commodity mix, freight storage , distribution facilities and other transport related infrastructure around IWAI Terminal / existing facility.
- (ii) Undertake extensive stakeholder interaction with truck operators, warehouse operators, industrial units, warehouse operators and others so as to understand the key issues faced by them. The interaction would be done at an individual as well as group level.
- (iii) Undertake detailed assessment of existing traffic movement (including conventional and Ro-Ro traffic of cargo and passengers) through registered & unregistered inland vessels and small ferry boats etc. on the Operational NWs. To establish the quantum and nature of existing traffic movements, the Consultant will conduct a comprehensive primary data collection exercise through on-site surveys at all locations listed under Annexure VII of the RFP and allocated under different Zones as under as well the additional locations identified in 4.1 above:

Zone	States	No. of NWs	Survey locations (Nos.)
East-1	Bihar, Jharkhand, W. Bengal, UP	05 (NW-1, 44, 86, 94, 97)	157
East-2	Andhra Pradesh, Odisha, Telangana	05 (NW-4, 5, 14, 23, 64)	92
North East	Assam	04 (NW-2, 16, 31, 57)	90
South	Kerala	03 (NW-3, 8, 9)	81
West	Goa, Gujarat, Maharashtra	08 (NW-10, 83, 85, 91, 68, 111, 73, 100)	140
Total		25	560

In addition to the above locations as well the additional locations identified as per clause 4.1 above, as and when required the Consultant may be asked by IWAI to cover up to additional 20% locations for traffic survey. These locations may or may not be on the NWs listed under clause 1.5.

- (iv) For the NWs where location names have not been listed in Annexure VII of the RFP, the Consultant will have to determine the locations where traffic is being handled and carry out survey. The minimum number of such locations to be determined for survey is stated in Annexure VII against each NW. The Consultant will take IWAI's approval prior approval on the determined locations before conducting the surveys.
- (v) The duration of on-site survey at each location listed in Annexure-VII and any additional locations identified for survey during the course of the study should be **minimum two (02) working days**.
- (vi) The assessment should include cargo, passenger and goods transportation on any type of vessels and crafts (registered or unregistered under Inland vessel act 2021) including Ro-Ro services
- (vii) Identify relevant stakeholders involved in traffic movement through the Operational NWs such as jetty owners/ operators, vessel operators, logistics service providers, ferry operators, other trade partners, passengers etc to conduct focused on-site survey & discussions. The information will be collected in the form of personal interviews with the respective stakeholders. All documents to substantiate such surveys/ enquiries shall be included in the report to be submitted by the Consultant.
- (viii) Identify and record all relevant information for traffic movement such as but not limited to:
 - a. Cargo movement: Commodity name, Quantity, Cargo loading & unloading jetty locations and mechanism, seasonal variation in traffic & reasons, Cargo owners / shippers, Origin-Destination, logistics service providers / cargo aggregators, vessel operators, details of vessels / boats deployed such as number, type and size etc.
 - b. Passenger movement: Passenger count, embarking and disembarking jetty locations, seasonal variation in traffic & reasons, vessel operators, Origin-Destination, details of vessels / boats deployed such as number, type and size etc.
 - c. Ro-Ro movement: Vehicle type wise count, Origin & Destination jetty locations, seasonal variation in traffic & reasons, vessel operators, Origin-Destination, details of vessels / boats deployed such as number, type and size etc.
- (ix) Map the seasonal variations in traffic movement by assessing:
 - a. Variation in traffic due to production/ consumption variation: Through primary discussions at the time of survey and Consultant's views/ experience gained at the time of survey
 - b. Variation in traffic due to change in navigational conditions on NWs: By conducting surveys in Lean season and Flood season

4.3 **Projection of traffic movement**

The Consultant shall:

- (i) Based on the mapping of the existing traffic on different NWs, develop a spreadsheet based traffic projection model to project traffic on each NW for the year 2030 and 2047 in the following manner:
 - (a) Year-wise traffic projection up to 2030 (for both Financial (April-March) and Calendar years (January-December))
 - (b) Five yearly traffic projection for the years 2035, 2040, 2045 and 2047 (for both Financial (April-March) and Calendar years (January-December))
- (ii) The traffic model should also
 - (a) list out all input parameters/ assumptions that have been used for the purpose of traffic projection.
 - (b) dynamic in nature with all interlinkages so that any change in parameters/ assumptions reflects changes in the projected output. The model should be usable by IWAI with all assumptions and scenario testing. The model must be sufficiently adaptable for use at later stages.
 - (c) able to cater to cargo/commodity based and location specific determinants that influence the traffic movement and projections
 - (d) capable of assessing multiple scenarios
 - (e) demonstrate existing usage patterns
- (iii) The projection of traffic movement should cater to planned developments of IWAI on National Waterways. It is to clarify that the projection of traffic must be done by the Consultant based on primary discussions conducted and views / experience gained while carrying out the traffic mapping surveys. The traffic projection must be made based on a sound methodology and reasonable analysis.
- (iv) The findings of traffic projections should be able to identify key gaps in infrastructure like terminal, associated logistics facilities, cold storage / warehousing etc. required for enhanced IWAI freight traffic movement.
- (v) The assessment shall also explore flexibility of new locations where IWAI facilities can be developed to capture potential traffic movement.

Note: The approach & methodology proposed by the selected consultant to cover the entire scope of the study will be vetted by IWAI through any of the Indian Institute of Technology (IITs) or similar agency. Any suggestions proposed on the approach & methodology will be included in its study by the selected consultant without any change in the financial bid.

4.4 **Action Plan and Proposals for IWAI Freight movement based on the strategies identified**

- (i) The Consultant shall propose location based interventions, if any for the short term, medium term and long term that will facilitate increasing in waterways traffic in line with the vision of IWAI.
- (ii) The consultant shall also propose a framework to capture IWAI data and assess trends etc. in the future.

4.5 ***Outlining continuous monitoring strategy***

The Consultant shall:

- (i) Present use cases of technology solutions (hardware and software) used globally for conducting traffic surveys
- (ii) Suggest conceptual plan for continuous monitoring of cargo and passenger traffic movement for 111 NWs in India on a monthly basis using suitable technology solution(s)
 - (a) Provide broad overview of IT architecture
 - (b) Provide high level cost outlay
 - (c) Map stakeholders within IWAI to operate the suggested technology suggestions
 - (d) Provide schedule of trainings to be conducted for stakeholders identified
- (iii) Train personnel of IWAI in estimation of traffic using the model used and transfer it to IWAI for use in future and required modifications.

5. **Period of Contract: -**

The total period of Contract will be 25 months and based on the performance of the contractor, extension of work for further 1 more years shall be awarded subject to approval of IWAI by entering into a supplementary agreement on mutual agreed terms and conditions after deposition of security deposit for the additional value of work awarded for subsequent year accordingly.

6. **Time Schedule and Key Deliverables**

The contract duration shall be **25 months** from the date of issuance of LoA, including 21 days' time taken by the Employer in providing the requisite documents or in conveying its comments on the Reports at each stage of the Key Deliverable. The Consultant shall submit the following Key Deliverables within the time schedule as summarized below:

S. No.	Reports to be delivered (Key Deliverables)	No. of Copies	Time Schedule from date of issuance of LoA
(i)	Inception Report – This Report will be submitted after Kick-off meeting and shall inter-alia include in sufficient detail the important observations, preliminary data collected, survey questionnaires, traffic recording templates, detailed work plan including timeline for site-wise field survey plan and detailed action plan, along with detailed traffic projection methodology that the Consultant intends to use to fulfil the entire Scope of work	3	Within 2 months
(ii)	Draft Interim Report 1A with completed Traffic Survey Data and Traffic Projection for priority 25 NWs Season- 1 of Year-1	3	Within 6 months
(iii)	Draft Interim Report 1B with completed Traffic Survey Data and Traffic Projection for priority 25 NWs Season- 2 of Year-1	3	Within 11 months
(iv)	Draft Final Report (Year-1) 1C with Traffic Projection as per Scope of Work + Traffic Projection Model	3	Within 12 months
(v)	Draft Interim Report 2A with Traffic Survey Data and Traffic Projection for all 111 NWs including priority 25 NWs for Season- 1 of Year-2	3	Within 18 months
(vi)	Draft Interim Report 2B with Traffic Survey Data and Traffic Projection for all 111 NWs including priority 25 NWs for Season- 2 of Year-2	3	Within 23 months
(vii)	Draft Final Report (Year-2) 2C with Traffic Projection as per Scope of Work + Updated Traffic Projection Model	3	Within 24 months
(viii)	Draft Final Report (Year-1 and Year-2) 3 with Traffic Projection as per Scope of Work + Updated Traffic Projection Model+ training completion of IWAI officials & transfer of technology to IWAI	3	Within 25 months

Notes:

- The Consultant will have to conduct presentations after submission of each report at the head office of IWAI as & when required by the Employer / EIC at his own cost.
- The report submission shall be signed by the relevant Key Personnel for related chapters and final cover page shall be signed by the Team Leader.

- (c) During the presentations and meetings, the Employer may ask for presence of all the Key Personnel to be present personally for necessary discussions and clarifications with respect to inputs.
- (d) Failure to achieve the Key Deliverables within the stipulated time shall attract Liquidated Damages in terms of **Clause 2.8 of Section VII.**

7. Manpower Requirement & Eligibility Criteria

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose minimum & desired qualification and experience are briefly described herein would be considered for evaluation of the Technical Proposal.

<u>S. No.</u>	<u>Key Personnel</u>	<u>Numbers</u>	<u>Educational Qualification</u>	<u>Professional Experience</u>	<u>Responsibilities</u>
1.	Team Leader	1	<u>Minimum Qualification</u> B.E. / B.Tech in any discipline with Master's Degree / Post Graduate Diploma (PGD) in relevant field <u>Infrastructure sector</u> <u>Preferred Qualification</u> NA	Minimum overall experience of fifteen (15) years out of which minimum seven (7) years of experience in similar works in the Transport infrastructure sector (preferably in the Ports/ IWT projects)	Shall lead, co-ordinate and supervise the consultancy team for delivering the study in a timely manner. Also, liaison with Employer / EIC during the assignment and submit periodic Status Update Reports from time to time as & when directed by the Employer / EIC.
2.	Traffic Expert / Traffic demand forecasting analyst/	1	<u>Minimum Qualification</u> Graduate in any discipline with Master degree/Post	Minimum overall experience of Ten (10) years out of which minimum five (5) years of experience in	Shall be responsible for identifying and conducting focused discussions with key stakeholders

<u>S. No.</u>	<u>Key Personnel</u>	<u>Numbers</u>	<u>Educational Qualification</u>	<u>Professional Experience</u>	<u>Responsibilities</u>
	Geospatial technology expert		Graduate Diploma (PGD) or equivalent in the relevant field <i>Preferred Qualification</i> Post Graduation (Master's Degree / PGD) in relevant field	traffic studies in Transport infrastructure sector (preferably in the Ports/ IWT projects)	involved in transportation through the NWs for the purpose of traffic assessment, traffic projections, mapping, map services and web-based content.
3.	Zonal Survey Anchors	5	<i>Minimum Qualification</i> Graduate in any field <i>Preferred Qualification</i> Post Graduation (Master's Degree / PGD) in relevant field	Minimum overall experience of seven (7) years out of which minimum five (5) years of experience in leading teams in conducting market and traffic surveys in the Transport infrastructure sector (preferably in the Ports/ IWT projects)	Shall be responsible for supervising the survey teams deployed in each zone (5 nos.) and ensuring accurate and timely progress of surveys activities in the respective zone. They will also coordinate with the relevant Regional Offices (ROs) of IWAI in the respective zone for any guidance during the field surveys.
4.	Traffic Analyst	1	<i>Minimum Qualification</i> Graduate in any	Minimum overall experience of seven(7) years out	Shall be responsible for preparation of

<u>S. No.</u>	<u>Key Personnel</u>	<u>Numbers</u>	<u>Educational Qualification</u>	<u>Professional Experience</u>	<u>Responsibilities</u>
			field <u>Preferred Qualification</u> Post Graduation (Master's Degree / PGD) in relevant field	of which minimum three (3) years of experience in traffic modeling and traffic forecasting.	standardized traffic database based on findings of the survey, conducting statistical analysis of the compiled traffic data, forecasting of traffic.

Additionally, the Consultant shall appoint experienced on-site survey teams to conduct traffic surveys and record necessary information as stated in the scope of work and to meet the timelines of the study. The survey teams should be familiar with the local geography and local language to carry out survey activities effectively. All on-site survey teams should each have minimum two (02) traffic surveyors meeting the following eligibility criteria:

<u>S. No.</u>	<u>Non- Key Personnel</u>	<u>Numbers</u>	<u>Educational Qualification</u>	<u>Professional Experience</u>	<u>Responsibilities</u>
1.	Traffic Surveyor	To be planned by the Consultant. Each survey team to have minimum two (02) in each group with minimum deployment of Six (6) nos. of traffic	<u>Minimum Qualification</u> Graduate in any field	Minimum overall experience of three (3) years in carrying out on-site traffic surveys	Shall be responsible for gathering necessary information as mentioned in the scope of work (and any additional relevant information) by conducting on-site surveys through field interactions and volumetric survey counts, and documentation of the information

<u>S. No.</u>	<u>Non- Key Personnel</u>	<u>Numbers</u>	<u>Educational Qualification</u>	<u>Professional Experience</u>	<u>Responsibilities</u>
		<u>surveyors</u> <u>in each</u> <u>zone</u>			<u>gathered</u> <u>in</u> <u>templates</u> <u>approved by IWAI.</u>

The consultant shall submit to IWAI the name, educational qualification, professional experience and contact details (mobile number) of each Traffic surveyor along with the team deployment plan. In case of replacement of any Traffic surveyor during the course of the survey activities, the details of the new Traffic surveyor will be shared by the Consultant at the time of deployment.

8. **Payment Terms**

- 8.1 The total Contract Price payable under the Contract shall be stipulated in the LoA and thereupon shall become part of this Contract and be paid in accordance with the terms hereon. The price quoted will squarely and totally include all the charges to be paid to the Consultant by the Employer except for GST, which shall be paid as per the Government provisions effective at the time of release of payments.
- 8.2 All the payments shall be made in Indian Rupees (INR) only and shall be subject to applicable Indian Laws for the purpose of taxation, if any.
- 8.3 The payment shall be only made against submission and approval of Reports by the Employer. The Payment Schedule linked to the specified Key Deliverable is given below:

S. No.	Reports to be delivered (Key Deliverable)	Payment
1.	After approval of Inception Report	10%
2.	After approval of Draft Interim Report 1A and data verification by field units	15%
3.	After approval of Draft Interim Report 1B and data verification by field units	10%
4.	After approval of Draft Final Report 1C + Traffic Projection model and data verification by field units	10%

S. No.	Reports to be delivered (Key Deliverable)	Payment
5.	After approval of Draft Interim Report 2A and data verification by field units	15%
6.	After approval of Draft Interim Report 2B and data verification by field units	10%
7.	After approval of Draft Final Report 2C + Updated Traffic Projection model and data verification by field units	15%
8.	After approval of Draft Final Report 3 + Updated Traffic Projection model + training completion of IWAI officials & transfer of technology to IWAI	15%
	TOTAL	100%

SECTION - VII: CONDITIONS OF CONTRACT

SECTION VII: CONDITIONS OF CONTRACT

1. General

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this tender document shall have the following meanings:

- 1.1.1 **“Employer”** means Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant shall sign the Contract for the Services and to whom the selected Consultant shall provide services as per the terms & conditions and ToR of the contract
- 1.1.2 **“Authority”** refers to Inland Waterways Authority of India (IWAI)
- 1.1.3 **“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract
- 1.1.4 **“Contract / Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of Contract, the Annexes / Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable
- 1.1.5 **“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids
- 1.1.6 **“NIT”** means the notice inviting e-tender that is being sent by the Employer to the bidders
- 1.1.7 **“TIA”** means the Tender Inviting Authority
- 1.1.8 **“Assignment/Job”** means the work / services to be performed / provided by the Consultant pursuant to this Contract
- 1.1.9 **“CC”** means 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 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 **Engineer-In-Charge (EIC) or Engineer** means the Employers personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer
- 1.1.16 **“Bidder or Tenderer”** means a private company / public company / partnership constituted under the relevant laws and who applies for this Consultancy Tender
- 1.1.17 **“INR”**, Rs. means Indian Rupees

- 1.1.18 **“Key Personnel”** means the main (Key) professionals staff provided by the Consultant
- 1.1.19 **“Party”** means the Employer or the Consultant, as the case may be, and Parties means both of them
- 1.1.20 **“Support Personnel”** means the staffs provided by the Consultant that support the Key Personnel
- 1.1.21 **“Third Party”** means any person or entity representing other than the Employer & the Consultant
- 1.1.22 **“Bid or Tender”** means the Technical and Financial Bids as mentioned under this tender document
- 1.1.23 **“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
- 1.1.24 **“Contract sum”** means the agreed and accepted Consultancy Fee as per the LoA including taxes as applicable as per the prevailing rates at the time of LoA
- 1.1.25 **“Chairperson/Chairman”** means Chairperson / Chairman of Inland Waterways Authority of India
- 1.1.26 **“Chief Engineer”** means the Chief Engineer of IWAI deputed for various projects under Employer
- 1.1.27 **“Work Order”** means the LoA issued by IWAI conveying the acceptance of the tender / offer subject to such conditions as may have been stated therein
- 1.1.28 **“Day”** means a calendar day beginning and ending at mid-night
- 1.1.29 **“Week”** means seven consecutive calendar days
- 1.1.30 **“Month”** means one Calendar month
- 1.1.31 **“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 neutral 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. the Contract Agreement;
 - ii. the Integrity Agreement;

- iii. the Letter of Acceptance / Notice to proceed with the work;
 - iv. the Conditions of Contract;
 - v. the Schedule of Price Bid;
 - vi. the Technical Bid;
 - vii. the Addenda / Corrigenda;
 - viii. the Minutes of the Meeting; and
 - ix. Any other document listed in the contract data as forming part of the contract
- c. These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.
- d. **Parties**
- i. The parties to the contract are the Consultant and the Employer
 - ii. **Representatives of the Consultant signing the contract on behalf of the Consultant:**

A person signing the tender or any other document in respect of the contract on behalf of the Consultant shall produce authorization letter from the Consultant who has been short listed for the Award of Contract. If it is discovered at any time that the person so signing had no consent of the Consultant to do so, the Chairperson on behalf of Employer may, without prejudice to any other right or remedy of the Employer, cancel / terminate the contract.
 - iii. **Address of the Consultant and Notices and Communications on behalf of the Employer:**

For all purposes of the contract including arbitration there under, the address of the Consultant mentioned in tender shall be the address to which all communication addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent in original or by e-mail due to,

Director (Traffic & Logistics)
Inland Waterways Authority of India
A - 13, Sector – 1,
Noida - 201301
Tel: (0120) 2543931: Fax (0120) 2544009
Website: www.iwai.nic.in

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

Any communication or notice on behalf of the Employer, in relation to the contract may be issued to the Consultant by the Employer, and such communications and notices may be served on the Consultant either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the Employer.
- e. **Power of the Chairperson:**

For all purposes of the contract including arbitration proceeding thereunder, the

Chairperson on behalf of IWAI shall be entitled to exercise all the rights and powers of the Employer.

1.5 **Conditions of Contract shall also include the following:**

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 of the scope, nature of the work involved, requirement of experienced personnel, liasoning for delivering the desired result etc.
- ii. For Single Entity, the successful Bidder will have to execute a Contract Agreement and Integrity Agreement with IWAI on non-judicial stamp paper of Rs. 100, within 28 days from the date of issue of LoA. Format of Contract Agreement & Integrity Agreement are placed at Section VIII: Annexure – I & III. The conditions of the agreement shall be binding on the Consultant. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Consultant.

In terms of ITB 6.9, Section II of the Tender Document pertaining to JV / Consortium, the registration under Companies Act 2013 is mandatory after award of work and before signing of Agreement. Hence, the formality of incorporation of Company under Registrar of Companies (as per the Joint Bidding Agreement) including submission of Performance Bank Guarantee, PAN, GST registration & any other required additional document in favour of the registered company shall be submitted to the Employer within 30 days from the date of issuance of LoA.

For JV / Consortium, the successful Bidder will have to execute a Contract Agreement and Integrity Agreement with IWAI on non-judicial stamp paper of Rs. 100, within 45 days from the date of issue of LoA. Format of Contract Agreement & Integrity Agreement are placed at Section VIII: Annexure – I & III. The conditions of the agreement shall be binding on the Consultant. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Consultant.

- iii. The acceptance of tender shall rests 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 also reserved with the Employer.
- v. Any breach of conditions of contract shall be brought to the notice of the Employer 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 regulated as per **Clause 2.9.4** below.
- vi. The Consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii. The rates quoted by the Consultant will remain valid for 120 days & extended period (if any) after the last date of bid submission.
- viii. Suitable extension of consultancy period may be granted by IWAI on mutually accepted terms and conditions as per the provisions of this tender document for only reasons not attributable to the Consultant. 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 the nature and level of technical experts as well as

other staff indicated in the Bid without the prior written consent of the Employer.

- 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 reason 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 / TA / DA of their personnel assigned to this consultancy work, visiting offices / offices of the classification society, statutory Authorities, stakeholders including State / Central Govt. Dept. etc. as may be required in connection with this consultancy work, attending discussions / meeting / presentations etc. with concerned authorities.
- xiv. Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of reports, schemes, documents, workshops, public meetings etc., which would be required to be prepared by the Consultant during the course of the assignment.
- xv. 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 regulated as per **Clause 2.9.4** below. In this regard, decision of Chairperson, IWAI shall be final and binding on the Consultant.

1.6 **Joint and Several Liability**

If the Consultant constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons/ companies

- a. these persons / companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- b. these persons/ companies shall notify the Employer of their leader who shall have authority to bind the Consultant and each of these persons / companies shall provide a parent company guarantee as a part of bid submission; and
- c. the Consultant shall not alter its composition or legal status without the prior consent of the Employer.

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

2.1 **Commencement & Completion of Contract**

The Consultant shall begin carrying out the services from the date of issuance of LoA. The Consultant shall complete the works in all respect to the entire satisfaction of the Employer within the time period specified in the ToR from the date of issuance of LoA (i.e. Completion period).

2.2 **Extension / Reduction of Contract Period**

No extension of the period of consultancy is envisaged under this contract. However, if there are genuine reasons, which could not have been foreseen by an experienced Consultant on account of which time schedule agreed to between the parties may not be adhered to, the Consultant shall inform the Employer in writing of such anticipated

delay along with reasons and request for extension of time. However, it is at sole discretion of the Employer to grant such extension of time to the Consultant and for a period as the employer finds most feasible and in best interest of the project.

2.3 Modifications or Variations

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services or of the Contract Price, may only be made by written mutual agreement between the parties which shall be dealt as per the Conditions of the Contract.

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 Measures to be taken

- a. A party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer shall either:
 - i. Demobilize; or
 - 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 the works if the Consultant fails to perform any of its obligations under this contract, including 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 Completion Time and Extension

2.6.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

2.6.2 However, if the work is delayed on account of:

- i. Suspension of work as per **clause 2.5**; or
- ii. Force Majeure as per **clause 2.4**; or
- iii. Any other cause, which, in absolute discretion of the EIC is beyond the Consultant's control; then immediately upon the happening of any such events as aforesaid, the Consultant shall inform the EIC accordingly, but the Consultant shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The Consultant shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

2.6.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Consultant in writing, the Employers representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Such extensions, as admissible, shall be communicated to the Consultant by the EIC in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before the expiry of the contract period.

2.7 Compensation for Delay

If the Consultant fails to complete all items of works in respect of any of its sub-group / group and / or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as any ascertained / agreed compensation as per clause no. 2.8 below.

2.8 Liquidated Damages

2.8.1 If the Consultant fails to complete the "**Key Deliverables**" (as enumerated in ToR, **Section VI**) within the time period(s) as stipulated in the ToR or any extended period, the Consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% (half percent) per week or part of the week on the total value of the Contract subject to a maximum of 10% of the total value of the Contract.

2.8.2 Should however, the Consultant achieve the completion of the entire works as a whole under the contract within the time or in extended time (not due to fault on the

part of the Consultant) as allowed, IWAI will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group / sub-group, as aforesaid in full. In this regard, the decision of the EIC shall be final and binding.

- 2.8.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with IWAI.
- 2.8.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have to be sustained.
- 2.8.5 Payment of such damages shall not relieve the Consultant of his obligation to complete the work or from any other of his obligations or liabilities under the contract.

2.9 Termination

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

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

2.9.1.1 In case of such an occurrence, the Employer shall give not less than thirty (30) days written notice of termination to the Consultant.

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

- a. If the Employer fails to pay money due to the Consultant pursuant to this Contract and not subject to dispute within forty five 45 days after receiving written notice from the Consultant that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

- c. If the Employer fails to comply with any final decision reached as a result of arbitration proceedings.

2.9.3 **Cessation of services:** Upon termination of this contract by notice pursuant to **clauses 2.9.1 & 2.9.2** 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 expenditure for this purpose to a minimum.

2.9.4 **Payment upon termination:** Upon termination of this contract pursuant to **clauses 2.9.1** hereof, the Employer shall make the following payments to the Consultant:

- a. If the contract is terminated pursuant to **clause 2.9.1, sub clauses (a) to (f)**, consultancy fee for services satisfactorily performed prior to the effective date of termination, less

- i. The amount of Performance Security

- ii. Due amount, 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.

However, if the contract is terminated under **sub-clause (g) of clause 2.9.1** above, 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, if 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 laws. The agreed stages of payment as given in the ToR shall be guiding factors for deciding the completion stage of the assignment.

- b. If the termination takes place due to lack of performance / negligence on the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated Consultant through engagement of a third party.

- c. No opportunity cost for partial or full compensation for the left over period shall be due to the Consultant on account of termination or foreclosure of the contract due to the sole discretion of the Employer.

2.9.5 **Disputes about events of termination:** If either party disputes whether an event specified in **paragraphs (a) to (g) of clause 2.9.1** hereof has occurred, such party may within forty five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

2.9.6 **Determination of Contract:** The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.

3. Obligations of the Consultant

3.1 General

3.1.1 **Standard of performance:** The Consultant shall perform the services and carry out his obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe 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 interest 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 as well as their sub-consultants and their personnel shall not 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. In addition, the Consultant shall also maintain Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India.
- 3.5 **Reporting requirements:** The Consultant shall submit to the EIC progress report of its activity on 7th day of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the previous month (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.

The Consultant is required to make presentations at appropriate places (to be decided from time to time) on their Monthly progress reports at the time of submission of these reports as specified.
- 3.6 **Consultant's Actions Requiring Employers Prior Approval:** The Consultant shall obtain the Employers representative's prior approval in writing before making any change or addition to the personnel listed in their Bid.
- 3.7 **Documents prepared by the Consultant to be the property of the Employer:** All plans, drawings, specification, design, reports, other documents and software made available to the Consultant / prepared by him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer but shall not use them anywhere, without taking permission, in writing, from the Employer. The Employer however, reserves the right to grant or deny any such request without assigning any reason. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. Obligations and Responsibility / Inputs by IWAI

- 4.1 IWAI shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project.
- 4.2 IWAI, if asked by the Consultant shall furnish any Report of the project at the time of

work execution only for taking reference.

- 4.3 IWAI shall provide only the available details / data and balance shall be managed by the Consultant. Non-availability of the required inputs from IWAI, which is not essential for IWAI to furnish, shall not be an excuse for improper preparation of reports / delay in preparation.

5. Security Deposit and Performance Security

- 5.1 The successful Bidders' EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in IWAI Fund through RTGS / NEFT as per the details mentioned in ITB. Bank guarantee will not be accepted as Security Deposit.

The successful Bidder shall also deposit an amount equal to **5%** of the awarded value of the work as Performance Guarantee (PG) in the form of bank guarantee (including e-guarantee) from commercial bank or online payment acceptable in form safeguarding the interest of IWAI with validity of 180 days beyond the contract completion period. This Security deposit and Performance Bank Guarantee shall be submitted within 15 days after the issuance of LoA in case of single entity Bidder and within 30 days after issuance of LoA in case of JV / Consortium.

- 5.2 The total Security Deposit and Performance Guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Employer is satisfied that there is no demand outstanding against the Consultant.

- 5.3 No interest will be paid on Security Deposit.

- 5.4 If the Consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the Security Deposit furnished by the Consultant. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, 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 notice 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 notice or 10 days from issuance of notice whichever is earlier. If the Employer is not satisfied with the explanations offered, he may 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 and if necessary, forfeit the Security Deposit.

- 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 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 falls short of such deductions or sale, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Employers representative make good the deficit in his Security Deposit.

6. Payment Terms

- 6.1 No advance payment shall be made.

- 6.2 Payment terms shall be as mentioned in **ToR, Section VI**, of this tender document.

- 6.3 Invoices / Bills complete in all respects is to be raised by the Consultant to Director (Traffic & Logistics), IWAI, A-13, Sector-1, Noida – 201 301' who shall process the same after due verification and the payment shall be paid through RTGS / NEFT within 30 (Thirty) Days from the date of receipt of the bill at IWAI's Head Office at Noida.

7. Arbitration

- 7.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of 30 days from the date on which the above mentioned dispute or difference arose.

The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award.

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018."

8. Laws Governing the Contract

- i. The laws of India shall govern this contract.
- ii. Irrespective of the place of works, the place of performance or place of the payment under the contract, the contract shall be deemed to have been made at the place from which the LoA has been issued.
- iii. Courts in 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.

9. Professional Liability

- 9.1 Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer's property shall not be liable to Employer:
- 9.1.1 For any indirect or consequential loss or damage; and
 - 9.1.2 For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.

- 9.2 This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.

10. Miscellaneous Provisions

- i. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. The Consultant should notify the Employer of any material change in their status, in particular, where such change would impact their performance of obligations under this contract.
- iii. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iv. The Consultant shall at all-time indemnify and keep indemnified the Employer against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- v. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- vi. The Consultant shall at all times indemnify and keep indemnified the Employer against all claims by employees, workmen, consultants, sub-consultants, suppliers, agent(s), Employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- viii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Employer or Government of India.

11. Sustainability of JV / Consortium

- In case JV / Consortium is not sustained due to any reason or discrepancies arising amongst the JV / Consortium members, unsustainability of JV / Consortium shall be determined by the EIC / Employer during the monitoring in the contract period based on the failure of the deliveries / missing of the milestones and other deliverables. The same shall be dealt in the following manner:
- a. If JV / Consortium becomes unsustainable after being selected as L1, EMD of the defaulting JV / Consortium shall be forfeited
 - b. If JV / Consortium becomes unsustainable after the award of contract, the Employer has complete authority to nominate another Consultant to complete the balance work on risk and cost of the defaulting Consultant. The Consultant will be notified by the Employer of the decision to stop the work and Employer shall ascertain the value of work completed till date. No payment shall be released immediately, however, after completion of entire work on risk and cost, the differential cost would be recovered from all held up amount (BG, EMD, Security deposit and unpaid amount for the work done) of the defaulting Consultant and if any balance amount is still available, that shall be released to the defaulting Consultant.

SECTION - VIII: ANNEXES

ANNEX - I INTEGRITY AGREEMENT

(To be executed on non-judicial stamp paper of Rs. 100 and signed by the Bidder and the same is to be signed by Authorized Signatory on behalf of IWAI)

This Integrity Agreement is made at on thisday of 2020

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director (Traffic & Logistics), Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred to as the 'Employer', 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 ".....(insert name of assignment)"

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 Employer, 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 IWA I all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge of 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 Employer'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)/Consultant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents

provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's 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 the 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 Employer'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 Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

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 Employer, 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 anti-corruption 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 Employer.
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 / Consultants, who do not submit, the duly signed Integrity Pact between the Employer and the Bidder / Consultant, 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 18 months after the completion of work under the contract.

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

Article 7: Other Provisions

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

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder / Consultant)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place :

Date :

ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

In consideration of the (hereinafter called "**Employer**") having to enter into an Agreement with M/s (hereinafter called the "**Consultant**") as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for "*.....(insert name of assignment)*", on production of Performance Security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

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

Works as per the Agreement. We **(Bank)** shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharge this Guarantee after 180 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

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

Dated the of 2020
for
(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch

(SEAL)

ANNEX - III: AGREEMENT FORM

(To be executed on non-judicial stamp paper of Rs. 100 and signed by the Bidder and the same is to be signed by Authorized Signatory on behalf of IWAI)

.....(*insert name of the assignment*)

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTING FIRM

This Agreement made on this.....day of.....Two thousand.....between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “IWAI”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at(hereinafter called the “Consultant”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

WHEREAS IWAI is desirous of giving “.....(*insert name of the assignment*)” **(the “Work”)** as per the Work Order No.datedin accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

WHEREAS THE CONSULTING FIRM has agreed to undertake the “**Work**” 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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Consultant shall undertake the “**Work**” as per the Work Order No.dated in accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement i.e.
 - a) Agreement Form
 - b) Integrity Agreement
 - c) Letter of Acceptance

- d) Conditions of contract
- e) Schedule of the price bid
- f) Technical Bid
- g) Addenda / Corrigenda
- h) Minutes of Pre-bid Meeting
- i) All Correspondences

The "Consultant" hereby covenants with IWAI to complete and maintain the "Works" in conformity in all respect, with the provisions of the Agreement.

The "IWAI" hereby covenants to pay the Consultant in consideration of such completion of works, the contract price at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

For and on behalf of
(Inland Waterways Authority of India)

For and on behalf of
(Consultant)

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness – I

Witness – I

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

Stamp

Stamp

Witness – II

Witness – II

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

**ANNEX - IV: DETAILS OF BANK ACCOUNT
FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM
(To be submitted on the letter head of the Bidder)**

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.

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

Signature of Authorized Signatory
Name & Designation

Date:

Place:

ANNEX-V: BANK CERTIFICATION

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

Date:
Name:_____

Authorized Signatory
Authorization No._____

Official Seal/Stamp

ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER DOCUMENT

(To be submitted on the letter head of the Bidder)

To,

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work: -(insert name of the assignment)

Dear Sir,

1. I / We have downloaded /obtained the Tender document for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and / or corrigendum(s) (if any) issued from time to time by your department / organization 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 / 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 Earnest Money Deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

ANNEX-VII: TRAFFIC HANDLING LOCATIONS ON NATIONAL WATERWAYS

NW	Chainage (Km.)	River Bank side	Location Name	Tehsil	District	State
NW-1	-	-	To Be Determined (Kolkata, Haldia area) – 50 locations	-	-	West Bengal
NW-1	164.8	Right	Serampore	Serampore	Hooghly	West Bengal
NW-1	164.8	Left	Barrackpore Dhobi Ghat	Barrackpore	24 Pargana North	West Bengal
NW-1	178	Right	Chandannagar Rani Ghat	Chandannagar	Hooghly	West Bengal
NW-1	178	Left	Jagaddal Ferry Ghat	Jagaddal	24 Pargana North	West Bengal
NW-1	192.5	Right	Tribeni, Gazi Dargah	Tribeni	Hooghly	West Bengal
NW-1	221	Right	Balagarh	Balagarh	Hooghly	West Bengal
NW-1	221	Left	Sahebdaanga	Ranaghat I	Nadia	West Bengal
NW-1	240	Right	Guptipara	Guptipara	Hooghly	West Bengal
NW-1	240	Left	Shantipur	Shantipur	Nadia	West Bengal
NW-1	245	Right	Kalna	Kalna	Purba Burdwan	West Bengal
NW-1	245	Left	Nrsinghapur	Shantipur	Nadia	West Bengal
NW-1	300	Right	Kamalnagar	Purbasthali	Purba Burdwan	West Bengal
NW-1	300	Left	Bhebodanga	Bethuadahari	Nadia	West Bengal
NW-1	340	Right	Dainhat	Katwa	Purba Burdwan	West Bengal
NW-1	340	Left	Metiary	Kaliganj	Nadia	West Bengal
NW-1	345	Right	Katwa	Katwa	Purba Burdwan	West Bengal
NW-1	345	Left	Ballavpara	Kaliganj	Nadia	West Bengal
NW-1	371	Right	Ramnagar	Beldanga II	Murshidabad	West Bengal
NW-1	371	Left	Palassey	Kaliganj	Nadia	West Bengal
NW-1	380	Right	Narkelbari (Gardua)	Beldanga II	Murshidabad	West Bengal
NW-1	380	Left	Maganpara (Rampara)	Beldanga II	Murshidabad	West Bengal
NW-1	422.6	Left	Dr. Ambedkar Pally, Berhampore	Berhampore	Murshidabad	West Bengal
NW-1	423	Right Bank to Left Bank	Radharghat Berhampore	Khagra	Murshidabad	West Bengal
NW-1	423.8	Right Bank to Left Bank	Bhairabtala, Berhampore	Khagra	Murshidabad	West Bengal
NW-1	424	Left	Gopal Ghat	Berhampore	Murshidabad	West Bengal
NW-1	424.05	Left Bank to Right Bank	Gopal Ghat, Berhampore	Khagra	Murshidabad	West Bengal
NW-1	424.5	Left Bank to Right Bank	Nialish Para	Berhampore	Murshidabad	West Bengal
NW-1	430.8	Left Bank to Right Bank	Lalbagh (Kabilpur)	Murshidabad	Murshidabad	West Bengal
NW-1	431.4	Left Bank to Right Bank	Lalbagh (Kabilpur)	Murshidabad	Murshidabad	West Bengal
NW-1	431.7	Left Bank to Right Bank	Elahiganj	Murshidabad	Murshidabad	West Bengal
NW-1	432.2	Left	Hazarduari	Murshidabad	Murshidabad	West Bengal
NW-1	432.2	Left Bank to Right Bank	Hazarduari-Motijhil-Khusbagh	Murshidabad	Murshidabad	West Bengal
NW-1	440.2	Left Bank to Right Bank	Jiaganj, Azimganj	Jiaganj	Murshidabad	West Bengal
NW-1	447.5	Left Bank to Right Bank	Dasturihat Kadamtala	Bhagabangola-I Sagardighi G.P. (Gobordhanpur)	Murshidabad	West Bengal
NW-1	450.6	Left Bank to Right Bank	Mohammadpur Diar Balagachi	Bhagabangola-I Suti G.P.-Khudirampur-II	Murshidabad	West Bengal
NW-1	460.8	Left Bank to Right Bank	Shitesh Nagar Islampur	Block-Lalgola GP-Dewansarai	Murshidabad	West Bengal

NW-1	467.2	Left Bank to Right Bank	Kabilpur Tejraipur	Sagardighi Lalgola	Murshidabad	West Bengal
NW-1	469.2	Left Bank to Right Bank	Rajarampur Kabilpur	Sagardighi Lalgola	Murshidabad	West Bengal
NW-1	471.2	Left Bank to Right Bank	Balia, Shyampur	Sagardighi Lalgola	Murshidabad	West Bengal
NW-1	473	Left Bank to Right Bank	Kharika Pukar Khamar Para	Sagardighi Lalgola	Murshidabad	West Bengal
NW-1	474.1	Left Bank to Right Bank	Ujjal Nagar Bhatpara	Sagardighi Lalgola	Murshidabad	West Bengal
NW-1	485.1	Left Bank to Right Bank	Eliaspur Natun Para Ghat	Jangipur-II	Murshidabad	West Bengal
NW-1	490	Left Bank to Right Bank	Raninagar Mathpara Kashiadanga	Raghunathganj-II Raghunathganj-I	Murshidabad	West Bengal
NW-1	493.9	Left Bank to Right Bank	Dafarpur, Piarapur	(Raghunathganj I & II)	Murshidabad	West Bengal
NW-1	495.1	Left Bank to Right Bank	Dafarpur Sahajadpur	Raghunathganj-II Raghunathganj-I	Murshidabad	West Bengal
NW-1	505.9	Left Bank to Right Bank	CISF Ahiron barrage	Ahiron Barrage	Murshidabad	West Bengal
NW-1	513	Left Bank to Right Bank	Kishoripur	Suti Block#II	Murshidabad	West Bengal
NW-1	517	Left Bank to Right Bank	Hazipur	Suti Block#II	Murshidabad	West Bengal
NW-1	518.9	Left Bank to Right Bank	Amura	Suti Block#II	Murshidabad	West Bengal
NW-1	520	Left Bank to Right Bank	Bahadur pur	Suti Block#II	Murshidabad	West Bengal
NW-1	524.5	Right	Mahabatipur	Samserganj	Murshidabad	West Bengal
NW-1	528.5	Left Bank to Right Bank	Bagmari	Samserganj	Murshidabad	West Bengal
NW-1	536.6	Left Bank to Right Bank	Ballalpur	Farakka Block	Murshidabad	West Bengal
NW-1	540.5	Right	NTPC Farakka	Farakka Block	Murshidabad	West Bengal
NW-1	542.5	Left Bank to Right Bank	Nishindra	Farakka Block	Murshidabad	West Bengal
NW-1	543.3	Left Bank to Right Bank	Ghoraipara	Farakka Block	Murshidabad	West Bengal
NW-1	579	Left	Manikchalk	Malda	Malda	West Bengal
NW-1	582.5	Right	Rajmahal	Sahibganj	Sahibganj	Jharkhand
NW-1	615	Right	D/S Samdaghat	Sahibganj	Sahibganj	Jharkhand
NW-1	618	Right	Samdaghat	Sahibganj	Sahibganj	Jharkhand
NW-1	624	Right	Shakuntola Ghat	Sahibganj	Sahibganj	Jharkhand
NW-1	628	Right	Garam Ghat	Sahibganj	Sahibganj	Jharkhand
NW-1	633	Left	Manihari	Manihari	Katihar	Bihar
NW-1	636	Left	Baghmara	Manihari	Katihar	Bihar
NW-1	670	Right	Kursela	-	Katihar	Bihar
NW-1	673	Left	Kheria	-	Katihar	Bihar
NW-1	683	Right	Bateswarsthan	Nougachia	Bhagalpur	Bihar
NW-1	688.5	Right	D/S Kahalgaon	Kahalgaon	Bhagalpur	Bihar
NW-1	690	Right	Kahalgaon	Kahalgaon	Bhagalpur	Bihar
NW-1	715	Right	Badikhangarpur,	Jagdishpur	Bhagalpur	Bihar
NW-1	793	Right	Babua ghat	Munger Sadae	Munger	Bihar
NW-1	853	Left	Semaria Ghat	Barauni	Begusarai	Bihar
NW-1	955	Right	Gaighat, Patna	Patna Sadar	Patna	Bihar

NW-1	967	Right	Digha Ghat	Danapur	Patna	Bihar
NW-1	1124	Right	Sarimpur	Buxar	Buxar	Bihar
NW-1	1308	Left	Rajghat	Sadar Tehsil, Varanasi	Varanasi	UP
NW-1	1344	Right	Varanasi	Sadar Tehsil, Varanasi	Varanasi	UP
NW-2	2	Right	Hatshingimari Ghat, (Ghat/Landing Point), Kokradanga	Hatsingimari	South Salmara	Assam
NW-2	4	Right	Sukchar Ghat, Sukchar	Hatsingimari	South Salmara	Assam
NW-2	20	Right	Phulbari Ghat, Phulbari	West Garo Hills	Tura	Assam
NW-2	31	Left	New Ghat, Dhubri	Dhubri	Dhubri	Assam
NW-2	32.5	Left	Panchu Ghat, Dhubri	Dhubri	Dhubri	Assam
NW-2	33	Left	Jogomaya Ghat, Dhubri	Dhubri	Dhubri	Assam
NW-2	34	Left	Kachari Ghat, Dhubri	Dhubri	Dhubri	Assam
NW-2	45	Right	Fakirganj Ghat, Jaleswar	Goalpara	Dhubri	Assam
NW-2	50	Right	Burha Burhi Ghat, Jaleswar	Dhubri	Dhubri	Assam
NW-2	55	Right	Jaleswar Ghat,(Fixed,Pontoon)	Goalpara	Goalpara	Assam
NW-2	68	Right	Chunari Ghat, Ghat	Goalpara	Goalpara	Assam
NW-2	120	Right	Goalpara Ghat, Ghat	Goalpara	Goalpara	Assam
NW-2	145	Left	Baghbor, Ghat, Ghat	Barpeta	Barpeta	Assam
NW-2	162	Right	Pamdongara Ghat, Ghat	Barpeta	Barpeta	Assam
NW-2	178	Right	Bohari Ghat, Ghat	Tarabari	Barpeta	Assam
NW-2	210	Left	Kalachar Ghat,Ghat	Nalbari	Nalbari	Assam
NW-2	230	Right	Bijyanagar Ghat,Ghat	Kamrup	Kamrup	Assam
NW-2	255	Right	Amingaon Ghat	Kamrup (M)	Kamrup (M)	Assam
NW-2	256	Left	Pandu Ghat	Kamrup (M)	Kamrup (M)	Assam
NW-2	261	Right	North Guwahati	Kamrup (M)	Kamrup (M)	Assam
NW-2	261	Left	Machkhowa Ghat	Kamrup (M)	Kamrup (M)	Assam
NW-2	261.4	Left	Fancy bazar Ferry Ghat	Kamrup (M)	Kamrup (M)	Assam
NW-2	262	Left	Sukhleshwar Ghat	Kamrup (M)	Kamrup (M)	Assam
NW-2	265	Right	Rajadwar Ghat	Kamrup (M)	Kamrup (M)	Assam
NW-2	265.2	Left	Kachari Ghat	Kamrup (M)	Kamrup (R)	Assam
NW-2	279	Right	Karua Pahad Ghat	Kamrup (R)	Kamrup (R)	Assam
NW-2	321	Left	Papukati Ghat	Mayang	Mayang	Assam
NW-2	330	Left	Baralimari Ghat	Morigaon	Morigaon	Assam
NW-2	357	Right	Jyotimari Ghat	Morigaon	Morigaon	Assam
NW-2	535	Right	Sabaguri Ghat	Lakhimpur	Lakhimpur	Assam
NW-2	550	Right	Jamuguri Ghat	Lakhimpur	Lakhimpur	Assam
NW-2	565	Left	Ecolichapri Ghat	Jorhat	Jorhat	Assam
NW-2	611	Right	Kamlabari Ghat	Majuli	Majuli	Assam
NW-2	630	Left	Neamati Ghat	Jorhat	Jorhat	Assam
NW-2	639	Left	Aphalamukh Ghat	Majuli	Majuli	Assam
NW-2	660	Right	Dikhomukh	Gaurisagar	Sivasagar	Assam
NW-2	668	Left	Sikari ghat	Majuli	Majuli	Assam
NW-2	675	Right	Desang Mukh	Sivasagar	Sivasagar	Assam
NW-2	685	Left	Tekliputta	Dhakuakhana	Lakhimpur	Assam
NW-2	739	Right	Bogibeel	Dibrugarh	Dibrugarh	Assam
NW-2	770	Right	Thakurbari	Dibrugarh	Dibrugarh	Assam
NW-2	773	Right	Maijaan	Dibrugarh	Dibrugarh	Assam

NW-2	775	Left	Sengajaan	Sissibargon	Dhemaji	Assam
NW-2	790	Right	Nagaghulli	Mohanbari	Dibrugarh	Assam
NW-2	825	Right	Guijaan	Guijaan	Tinsukia	Assam
NW-3	15	Right	Narakathara	Kuttanad	Alappuzha	Kerala
NW-3	16.2	Left	kozhichal chira	Kuttanad	Alappuzha	Kerala
NW-3	98.5	Right	Kannati padam	Kuttanad	Alappuzha	Kerala
NW-3	99.7	Right	Meerapatti padam	Kuttanad	Alappuzha	Kerala
NW-3	100.8	Left	pallathuruth	Kuttanad	Alappuzha	Kerala
NW-3	109	Left	karumadi	Kuttanad	Alappuzha	Kerala
NW-3	112.5	Right	Mannapara	Kuttanad	Alappuzha	Kerala
NW-4	2	Left	Punnami Ghat	Vijaywada (Urban)	Krishna	Andhra pradesh
NW-4	2	Right	Bhavani Island	Vijaywada (Rural)	Krishna	Andhra pradesh
NW-4	9.50	Left	Guntupalli	Ibrahimpattam	Krishna	Andhra pradesh
NW-4	11.00	Left	Lingayapalem	Thullur	Krishna	Andhra pradesh
NW-4	12.50	Left	Ibrahimpattam	Ibrahimpattam	Krishna	Andhra pradesh
NW-4	21.00	Right	Harischandrapuram	Thullur	Guntur	Andhra pradesh
NW-4	23.00	Right	Vykuntapuram	Amaravathi	Guntur	Andhra pradesh
NW-4	37.00	Right	Didugu	Amaravathi	Guntur	Andhra pradesh
NW-4	37.00	Left	Eturu	Chandralapadu	Krishna	Andhra pradesh
NW-4	56.00	Right	Chamaru	Atchampet	Guntur	Andhra pradesh
NW-4	60.00	Left	Kasarabada	Chandralapadu	Krishna	Andhra pradesh
NW-4	62.00	Right	Chinthapalli	Atchampet	Guntur	Andhra pradesh
NW-4	62.00	Left	Usthepalli	Chandralapadu	Krishna	Andhra pradesh
NW-4	67.00	Left	Ramannapeta	Chandralapadu	Krishna	Andhra pradesh
NW-4	68.50	Right	Taduvayi	Atchampet	Guntur	Andhra pradesh
NW-4	76.00	Right	Ginjupalli	Atchampet	Guntur	Andhra pradesh
NW-4	76.00	Left	Vedadri	Jaggayyapeta	Krishna	Andhra pradesh
NW-4	82.00	Right	Madipadu	Atchampet	Guntur	Andhra pradesh
NW-4	82.00	Left	Muktyala	Jaggayyapeta	Krishna	Andhra pradesh
NW-4	83.00	Left	Buggamadaram	Mella Chervu	Suryapet	Telangana
NW-5	0	Left	Dhamra	Chandbali	Bhadrak	Odisha
NW-5	8.69	Right	Talchua	Rajnagar	Kendrapara	Odisha
NW-5		Left	DRDO Jetty	Chandbali	Bhadrak	Odisha
NW-5	14	Left	Dhamra fishing harbour	Chandbali	Bhadrak	Odisha
NW-5	14.56	Left	Dhamarai temple	Chandbali	Bhadrak	Odisha
NW-5	16	Left river Matai	-	-	-	-

NW-5	19.35	Left	Sagunagadia	Rajkanika	Kendrapara	Odisha
NW-5	23.08	Right	Nalitapatia	Rajnagar	Kendrapara	Odisha
NW-5	24	Left river Baitarani	-	-	-	-
NW-5	28	Right	Paramanandapur	Rajnagar	Kendrapara	Odisha
NW-5	29.1	Left	Jayanagar	Rajkanika	Kendrapara	Odisha
NW-5	43	-	Mangalgadi	Rajnagar	Kendrapara	Odisha
NW-5	67	Kharsuan and Kani Confluence	-	-	-	-
NW-5	125.5	Sand Quarry		Dharmasala	Jajpur	Odisha
NW-5	0	-	Mangalgadi	-	-	-
NW-5		Left	Rajnagar	Rajnagar	Kendrapara	Odisha
NW-5	41.3	Right	Kharanasi fishing jetty	Mahakalpada	Kendrapara	Odisha
NW-5	41.5	Right/ Left	Kharanasi	Mahakalpada	Kendrapara	Odisha
NW-5	45	Right/ Left	Musadia	Kujang	Jagatsingh pur	Odisha
NW-5	45.5	Right	IFFCO	Kujang	Jagatsingh pur	Odisha
NW-5	53	Right	Paradip fishing harbour	Kujang	Jagatsinghpur	Odisha
NW-10			MbPT Anchorage			Maharashtra
NW-10			Dharamtar			Maharashtra
NW-10			To Be Determined (4 locations)			Maharashtra
NW-83			To Be Determined (6 locations)			Maharashtra
NW-85			To Be Determined (6 locations)			Maharashtra
NW-91			To Be Determined (6 locations)			Maharashtra
NW-68			To Be Determined (45 locations)			Goa
NW-111			To Be Determined (45 locations)			Goa
NW-73			To Be Determined (16 locations)			Gujarat
NW-100			To Be Determined (10 locations)			Gujarat
NW-16	2	Right	RajartillaF/S	Badarpur	Cachar	Assam
NW-16	2	Left	RajartillaF/S	Badarpur	Karimganj	Assam
NW-16	3	Right	Bhanga TukergramF/S	Karimganj	Cachar	Assam
NW-16	3	Left	Bhanga TukergramF/S	Karimganj	Karimganj	Assam
NW-16	7	Right	LathimaraF/S	Badarpur	Cachar	Assam
NW-16	7	Left	LathimaraF/S	Badarpur	Karimganj	Assam
NW-16	11	Right	SidheswariF/S	Badarpur	Cachar	Assam
NW-16	11	Left	SidheswariF/S	Badarpur	Karimganj	Assam
NW-16	15	Right	DholeswariF/S	Algapur	Cachar	Assam
NW-16	15	Left	DholeswariF/S	Algapur	Hailakandi	Assam
NW-16	19	Left	Karimganj	Karimganj	Karimganj	Assam
NW-16	34	Right	RajnagarF/S	Silchar	Cachar	Assam

NW-16	34	Left	RajnagarF/S	Silchar	Cachar	Assam
NW-16	40	Right	BuribailF/S	Silchar	Cachar	Assam
NW-16	40	Left	BuribailF/S	Silchar	Cachar	Assam
NW-16	52	Right	JatingaF/S	Silchar	Cachar	Assam
NW-16	52	Left	JatingaF/S	Silchar	Cachar	Assam
NW-16	64	Right	AnnapurnaF/S	Silchar	Cachar	Assam
NW-16	64	Left	AnnapurnaF/S	Silchar	Cachar	Assam
NW-16	65	Right	Boro dudhpatil F/S	Silchar	Cachar	Assam
NW-16	65	Left	Boro dudhpatil F/S	Silchar	Cachar	Assam
NW-16	66	Right	Chotto dudhpatil F/S	Silchar	Cachar	Assam
NW-16	66	Left	Chotto dudhpatil F/S	Silchar	Cachar	Assam
NW-16	67	Right	GandhighatF/S	Silchar	Cachar	Assam
NW-16	67	Left	GandhighatF/S	Silchar	Cachar	Assam
NW-16	80	Right	BadriF/S	Silchar	Cachar	Assam
NW-16	80	Left	BadriF/S	Silchar	Cachar	Assam
NW-16	85	Right	BerengaF/S	Silchar	Cachar	Assam
NW-16	85	Left	BerengaF/S	Silchar	Cachar	Assam
NW-16	87	Right	GangapurF/S	Sonai	Cachar	Assam
NW-16	87	Left	GangapurF/S	Sonai	Cachar	Assam
NW-16	90	Right	NeargramF/S	Sonai	Cachar	Assam
NW-16	90	Left	NeargramF/S	Sonai	Cachar	Assam
NW-16	93	Right	SonabariF/S	Sonai	Cachar	Assam
NW-16	93	Left	SonabariF/S	Sonai	Cachar	Assam
NW-16	102	Right	BagpurF/S	Sonai	Cachar	Assam
NW-16	102	Left	BagpurF/S	Sonai	Cachar	Assam
NW-16	108	Right	SilghatF/S	Sonai	Cachar	Assam
NW-16	108	Left	SilghatF/S	Sonai	Cachar	Assam
NW-16	121	Right	Fulertol F/S	Lakhipur	Cachar	Assam
NW-16	121	Left	Fulertol F/S	Lakhipur	Cachar	Assam
NW-44	3.0	Right	Bashirhar	Basirhat	North 24 Pargana	West Bengal
NW-44	3.0	Left	Itinda	Basirhat	North 24 Pargana	West Bengal
NW-64	1.8	Right	Rock beach & Nehru bangle garden, Paradip	Kujang	Jagatsingh pur	Odisha
NW-64	3	Right	Paradip Fishing Harbour	Kujang	Jagatsingh pur	Odisha
NW-64	9.3	Right	IFFCO Jetty	Kujang	Jagatsingh pur	Odisha
NW-64	9.5	Right	Musadia Ghat	Kujang	Jagatsingh pur	Odisha
NW-64	17.9	Right	Sobala ghat	Kujang	Jagatsingh pur	Odisha
NW-64	19	Left	Gokhakhathi ghat	Mahakal pada	Kendra para	Odisha
NW-64	20	Left	Gojabandha ghat	Mahakal pada	Kendra Para	Odisha
NW-64	23.5	Right	Teragan ghat	Mahakal pada	Kendra Para	Odisha
NW-64	26.5	Left	Karanja ghat	Mahakal pada	Kendra Para	Odisha
NW-64	33.2	-	Badpal Railway bridge	-	-	-
NW-64	33.35	Left	Luna Jetty	Marshagh ai	Kendra Para	Odisha
NW-64	33.47	-	NHAI Bridge	-	-	-
NW-64	33.5	-	NHAI Bridge	-	-	-
NW-64	33.7	Right Sand Quarry	Badpal	Marshaghai	Kendra Para	Odisha
NW-64	42.29	-	Kalapada Bridge	Marshaghai	Kendra Para	Odisha
NW-64	45	Left Sand Quarry	Gahaga(U/S of Karilopatna bridge)	Kendra para	Kendra Para	Odisha

NW-64	49.89	-	Karilopatna bridge	Kendra para	Kendra Para	Odisha
NW-64	54	Left Sand Quarry	Danpur(U/S of Danpur bridge)	Nischinta koili	Cuttack	Odisha
NW-64	56.9	-	Danpur Bridge	-	-	-
NW-64	61.82	-	Asureswar Bridge	-	-	-
NW-64	65	Right Sand Quarry	Demando(D/S of Barapada Bridge)	Nischinta koili	Cuttack	Odisha
NW-64	69.68	-	Barapada siphon	-	-	-
NW-64	69.87	-	Barapada Bridge	-	-	-
NW-64	80.82	-	Chitrotpala siphon cum bridge	-	-	-
NW-64	98.97	-	NHAI Bridge	-	-	-
NW-64	99.02	-	NHAI Bridge	-	-	-
NW-64	99.06	-	NHAI Bridge	-	-	-
NW-64	99.4	-	Railway Bridge	-	-	-
NW-64	99.44	-	Railway Bridge	-	-	-
NW-64	100.07	-	Jobra Barrage	-	-	-
NW-86	0.5	Right	Geonkhali	Mahisadal	Purba Mednipur	West Bengal
NW-86	15.0	Right	Tamluk	Tamluk	Purba Mednipur	West Bengal
NW-86	34.5	Right	Kolaghat	Kolaghat	Purba Mednipur	West Bengal
NW-97	10.0	Right	Lot no. 8 (Harwood Point)	Harwood point Coastal	South 24 Pargana	West Bengal
NW-97	11.0	Left	Kachuberia	Sagar	South 24 Pargana	West Bengal
NW-97	26.0	Left	Namkhana	Kakadwip	South 24 Pargana	West Bengal
NW-97	26.0	Right	Narayanpur	Kakadwip	South 24 Pargana	West Bengal
NW-97	50.0	Right	Dwakhin Lahinarayanpur	Pathor Protima	South 24 Pargana	West Bengal
NW-97	50.0	Left	Khetromohanpur	Pathor Protima	South 24 Pargana	West Bengal
NW-97	111.8	Right	Jharkhali	Canning	South 24 Pargana	West Bengal
NW-97	135.0	Left	Sudhanyakhali	Gosaba	South 24 Pargana	West Bengal
NW-97	140.5	Right	Pakhirala	Gosaba	South 24 Pargana	West Bengal
NW-97	140.5	Left	Sajnekhali	Gosaba	South 24 Pargana	West Bengal
NW-97	149.0	Left	Satjellia	Gosaba	South 24 Pargana	West Bengal
NW-97	161.5	Right	Kumirmari	Gosaba	South 24 Pargana	West Bengal
NW-97	166.5	Right	Hemnagar	Hemnagar Coastal	North 24 Pargana	West Bengal
NW-8	0.5	Right	Azheekal Boat jetty	Kuttanad	Alappuzha	Kerala
NW-8	0.6	Left	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-8	1	Left	Church jetty	Kuttanad	Alappuzha	Kerala
NW-8	1.2	Right	SN Boat jetty	Kuttanad	Alappuzha	Kerala
NW-8	1.3	Left	Kuppapuram Hospital jetty	Kuttanad	Alappuzha	Kerala
NW-8	1.4	Left	Gramina Boat jetty	Kuttanad	Alappuzha	Kerala
NW-8	2	Left	Ambala jetty	Kuttanad	Alappuzha	Kerala
NW-8	2.5	Right	North jetty	Kuttanad	Alappuzha	Kerala
NW-8	3.3	Left	C- block jetty	Kuttanad	Alappuzha	Kerala
NW-8	4.1	Left	Sahadhevan jetty	Kuttanad	Alappuzha	Kerala
NW-8	4.5	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	5.1	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	5.7	Left	D- block jetty	Kuttanad	Alappuzha	Kerala
NW-8	6.2	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	7	Left	Jetty	Kuttanad	Alappuzha	Kerala

NW-8	7.6	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	8.7	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	8.7	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	10	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	10.7	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	10.9	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	11.4	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	11.7	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	11.9	Left	Church Jetty	Kuttanad	Alappuzha	Kerala
NW-8	12.4	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	12.6	Left	Kunnumma jetty	Kuttanad	Alappuzha	Kerala
NW-8	12.9	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	13.3	Right	Kavalam Jetty	Kuttanad	Alappuzha	Kerala
NW-8	13.5	Left	Thattassery jetty	Kuttanad	Alappuzha	Kerala
NW-8	13.7	Left	NSS HS jetty	Kuttanad	Alappuzha	Kerala
NW-8	14	Left	LFHS Kunnumma jetty	Kuttanad	Alappuzha	Kerala
NW-8	14.35	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	14.4	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	14.45	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	14.5	Right	Kavalam moolassery jetty	Kuttanad	Alappuzha	Kerala
NW-8	14.7	Right	Capu chinassramam jetty	Kuttanad	Alappuzha	Kerala
NW-8	15	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	15.1	Right	Krishnapuram temple jetty	Kuttanad	Alappuzha	Kerala
NW-8	15.4	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	15.8	Left	Church jetty (ST. gresories kesaria church)	Kuttanad	Alappuzha	Kerala
NW-8	16.1	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	16.3	Right	Kozhichalchira jetty	Kuttanad	Alappuzha	Kerala
NW-8	16.5	Right	School jetty	Kuttanad	Alappuzha	Kerala
NW-8	16.65	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	16.9	Left	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	17.3	Left	Church jetty (St.Michales knanya)	Kuttanad	Alappuzha	Kerala
NW-8	17.7	Right	Pulimugham jetty	Kuttanad	Alappuzha	Kerala
NW-8	18.3	Left	Village jetty	Kuttanad	Alappuzha	Kerala
NW-8	18.45	Right	Jetty	Kuttanad	Alappuzha	Kerala
NW-8	18.6	Right	Thachedam jetty	Kuttanad	Alappuzha	Kerala
NW-8	18.85	Right	Arattukadavu jetty	Kuttanad	Alappuzha	Kerala
NW-8	19	Left	Thachedam church jetty	Kuttanad	Alappuzha	Kerala
NW-8	19.8	Left	Jetty	Chaganassery	Kottayam	Kerala
NW-8	20.4	Left	Jetty	Chaganassery	Kottayam	Kerala
NW-8	20.9	Left	Jetty	Chaganassery	Kottayam	Kerala
NW-8	26.5	Right	Chaganassery Jetty	Chaganassery	Kottayam	Kerala
NW-9	0	Right	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	1.3	Right	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	2.2	Left	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	2.9	Left	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	3.9	Left	Vembanad brothers jetty	Kuttanad	Alappuzha	Kerala
NW-9	5.5	Left	D - Block jetty	Kuttanad	Alappuzha	Kerala
NW-9	5.8	Left	Boat jetty	Kuttanad	Alappuzha	Kerala

NW-9	6.5	Right	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	6.5	Right	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	7.0	Right	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	7.8	Left	E - block jetty	Kuttanad	Alappuzha	Kerala
NW-9	8.9	Right	H - block jetty	Kuttanad	Alappuzha	Kerala
NW-9	7.0	Left	Boat jetty	Kuttanad	Alappuzha	Kerala
NW-9	9.1	Right	I block jetty	Kuttanad	Alappuzha	Kerala
NW-9	11.9	Left	Boat jetty	Kottayam	Kottayam	Kerala
NW-9	14.7	Right	Pallom jetty	Kottayam	Kottayam	Kerala
NW-9	19.4	Left	Kottayam port Container terminal	Kottayam	Kottayam	Kerala
NW-9	23	Right	Kodimatha jetty	Kottayam	Kottayam	Kerala
NW-14	14	Left	Chanda Bali IWT Jetty	Chanda Bali	Bhadrak	Odisha
NW-14	15.94	-	Chandabali bridge on SH9A	Chanda Bali	Bhadrak	Odisha
NW-14	25.94	Left	Muan ghat	Chanda Bali	Bhadrak	Odisha
NW-14	33.03		Kayan gola Bridge	Chanda Bali	Bhadrak	Odisha
NW-14	33.12	Left	Sand collection centre	Chanda Bali	Bhadrak	Odisha
NW-14	40.68	-	Bridge under construction at Nuapatna	Chanda Bali	Bhadrak	Odisha
NW-14	45.63	-	Bridge under construction at Duttapur	Chanda Bali	Bhadrak	Odisha
NW-23	0.00	-	-	-	Balasore	Odisha
NW-23	5.00	Right	Balaram gadi	Balasore	Balasore	Odisha
NW-23	14.00	Right	Sand quarry	Balasore	Balasore	Odisha
NW-23	23.55	-	Balighat Bridge		Balasore	Odisha
NW-23	28.87	-	Bridge under construction		Balasore	Odisha
NW-23	28.95	-	Railway bridge		Balasore	Odisha
NW-23	29.00	-	Railway bridge		Balasore	Odisha
NW-23	33.72	-	Fuludi bridge		Balasore	Odisha
NW-23	36.94	-	NH-16		Balasore	Odisha
NW-23	36.97	-	NH-16		Balasore	Odisha
NW-23	40.68	-	Alada Bridge		Balasore	Odisha
NW-23	46.31	-	Palasia Bridge		Balasore	Odisha
NW-23	53.26	-	Dariha bridge		Balasore	Odisha
NW-23	55.00	Left	Sand quarry	Balasore	Balasore	Odisha
NW-31			To Be Determined (2 locations)			Assam
NW-57			To Be Determined (2 locations)			Assam
NW-94			To Be Determined (7 locations)			Bihar

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