



TENDER

FOR

Hiring of Consultants for Project Management Consultancy Services
for Implementation of Projects in North- East Region (NER)

Tender No. IWAI / NOIDA / NER / PMU / 06 / 2024-01

INLAND WATERWAYS AUTHORITY OF INDIA

[Single Stage Two Envelope e-Bidding]

MAY 2024

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) 2522971 : Fax: (0120) 2543973

Email: vc dialani@iwai.gov.in

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

NOTICE INVITING E-TENDER

1. **Introduction**

CE(Tech) on behalf of Chairman, 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 **“Hiring of Consultants for Project Management Consultancy Services for Implementation of Projects in North-East Region (NER).”**

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”](http://www.iwai.nic.in) and pay 5,000/- (Rupees Five Thousand only) + 18% GST= Rs. 5,900 (five thousand nine hundred only) as the cost of tender document / tender fee deposited to IWAI fund through RTGS / NEFT/online payment.
- (b) Some important dates for this tender process are as follows:

(i)	Document download start date	14.06.2024 at 15:00 hrs.
(ii)	Date of submission of pre-bid queries	22.06.2024
(iii)	Pre-bid meeting	24.06.2024 at 15:00 hrs.
(iv)	Bid Submission Start Date	15.06.2024 at 11:00 hrs.
(v)	Bid Submission Last Date	03.07.2024 up to 15:00 hrs.
(vi)	Technical Bid Opening date	05.07.2024 at 15:30 hrs.
(vii)	Financial Bid Opening date	To be intimated later

3. **Brief Scope of the Work**

In brief, the scope of work for the Consulting firm shall be to provide Project Management Consultancy Services for Implementation of Projects in North- East Region (NER) by deployment of desired consultant at HO, Noida & RO office, Guwahati. The detailed Terms of Reference (ToR) is as described in Section - VI of this Tender Document.

4. **Method of Selection**

The successful Bidder will be selected) based on 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:

**Chief Engineer (Technical),
Inland Waterways Authority of India,
(Ministry of Shipping, Govt. of India)
A-13, Sector – 1, Noida-201301, U. P.**

Tel. Nos. 0120 - 2522971

Fax No. 0120 –(0120) 2543973

E-Mail: vc dialani@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.

**Er. V. C. Dialiani,
CE(Technical)
A-13, Sector – 1
IWAI, Noida**

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

1. **Background**
 - 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 new NWs in the country.
 - 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe, and environmental 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.
2. **Introduction**
 - 2.1 Chief Engineer (Technical), IWAI, Noida, on behalf of Chairman, IWAI (hereinafter termed as Employer) will hire a consulting firm (the "Consultant") in accordance with the method of selection specified in clause 15 & clause - 16 under Section – II: ITB.
 - 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).
 - 2.3 The date, time, and address for submission of the Bids have been given in Section – III: Bid Data Sheet.
 - 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.
 - 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.
3. **Bidder Eligibility Criteria**

The Bidders shall meet the following pre-qualification criteria:

 - 3.1 Bidder should be a reputed Consultancy organization in legal capacity as a 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.
 - 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.

- 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 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 (3) years ending 31st March of the previous financial year should be as mentioned in clause 16.1.2 of ITB. The Bidder should be profitable organization based on profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned above The Bidders shall provide financial turnover of the firm for the last three (3) years along with profit and loss statement for corresponding 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 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 Deleted.
- 3.8.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre-Bid Meeting

- 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 (2) 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. 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 remain valid 45 days beyond the bid validity & deposited to IWAI Fund through Bank Guarantee/ RTGS / NEFT including E-Bank guarantee 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 (7) days of issuance of Letter of Award (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 (7) 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 highest ranked 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 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. Further, also refer Clause 6.9.11 of ITB below for JV / Consortium. The cost of Tender Document is non-refundable.

6.3 Deleted.

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 Deleted.

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

- 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 Deleted.

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 lead in the JV / Consortium 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 interest 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, transaction advisory 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/ undertaking transaction advisory work 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 home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the 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 favorites’ folder.
- 9.12 From the favorite’s folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the Bidder has read all the terms and conditions before submitting 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 Bids**

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. 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.

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

Deleted

- c. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – VI in Section VIII
- d. Letter of Bid (Section IV: Form - 4A)
- e. Signed declaration by the Bidders (Section IV: Form – 4F)
- f. Statement of Legal Capacity by the Bidders (Section IV: Form – 4I)
- g. 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
- h. Power of Attorney for Lead Member of the JV / Consortium as per Section IV: Form 4J
- i. Joint Bidding Agreement as per Section IV: Form 4K
- j. Bidder Information Sheet as per Section IV: Form 4G, Section IV: Form 4K, Form 4L.
- k. Composition / Ownership / Shareholding pattern of the organization
- l. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Company
- m. Registration / incorporation certificate of the Company
- n. Integrity Agreement in format given at Annex – I in Section VIII
- o. 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, along with profit and loss statement for the last three (3) 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 Woks 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.

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 in-house / permanent staff or full-time employee of the consulting organization.
 - (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.
 - (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. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to resignation by the key personnel, death, or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. The Consultant shall not replace any of the Key Personnel without the written prior consent of the Employer.

- (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 Employer shall reimburse all the travel expenses incurred during the travel made by the Consultant as per instruction of the Employer. The expenses regarding Travel allowances, staying accommodation, dearness allowances etc are to be paid as per actual to the Consultant as per TA/DA policy of IWAI.
 - b. Consultancy fee quoted would deem to have included only the cost of man-month to be deployed as per the ToR. Any incidental costs including cost of data collection from various line departments, field survey, all documents, and reports etc are to be reimbursed to the Consultant as per actual.
 - 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 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.
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.
14. **Modification / Substitution / Withdrawal of Bids** 14.1 The tender once submitted may be modified, substituted, or withdrawn by the Bidders before the last date of bid submission.
No bid shall be modified, substituted, or withdrawn after the deadline fixed for submission of bids.
15. **Bid Opening and Evaluation Process** 15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders’ Proposal.
- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: 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 defined 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.
- 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.
- 15.4.1 A Bid shall be considered responsive only if:
- 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.

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.

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, 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 "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 (Consultancy fee) not less than the amount equal to 40% of the estimated cost put to this tender, or
- b. 2 similar completed services each costing (Consultancy fee) not less than the amount equal to 50% of the estimated cost put to this tender, or
- c. 1 similar completed service costing (Consultancy fee) 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:

All Parties combined shall together meet the technical eligibility as well as financial eligibility requirement.

(a) 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 (2022-23, 2021-22, 2020-21).

At least 30% 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

S. No.	Evaluation Criteria	Score
1.	The Bidder’s relevant experience for the assignment	(20)
2.	The qualification and experience of the proposed Key Personnel	60
(a)	Team leader-cum- Project Management (MIS) Expert	(20)
(b)	Procurement Specialist	(20)
(c)	Technical coordinator/ Consultant (Civil Engg)	10
(d)	Technical coordinator/ Consultant (Mechanical Engg)	10
3.	The quality of Approach & Methodology proposed along with detailed Work Plan	(20)

Grand Total (S. No. 1+2+3)	100
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(1) Relevant Experience for the Assignment

S. No.	Evaluation criteria	Scoring	Maximum Marks	Documentary evidence
1	3 completed projects of similar nature in last 7 years. Similar nature means: PMU or consultancy services provided to the Central or State Government agencies for the Inland Water Transport (IWT) sector/ Ports sector/ Rail sector/ infrastructure /Road sector projects.	<ul style="list-style-type: none"> Each project as (3) Marks +1 additional project(maximum up to 2@ 1.5/each=3 Marks 	(12)	Client completion certificate + Work order/ Engagement Letter / Contract Agreement
2	1 project of Project Management Consultancy services to the clients related to the IWT sector completed in last 7 years.	<ul style="list-style-type: none"> Each project as (5) marks) +1 additional project=3 marks) 	(8)	Completion certificate + Work order/ Engagement Letter / Contract Agreement

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

S. No.	Expert	Qualification & Experience Requirement	Maximum Marks
1	Team leader-cum-Project Management (MIS) Expert	Graduate in Civil Engineering and Master's Degree / Post- Graduate Diploma (PGD) equivalent in relevant field Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in the Ports and IWT sector with an adequate Experience in program monitoring of infrastructure projects "Preference would be given to Experts who have led project management consultancy services assignment in the Ports/ IWT sector as Project Manager / Project Director.	(20)
2	Procurement Specialist	Graduate in Civil Engineering and Master's Degree / Post-Graduate Diploma (PGD) Or equivalent in relevant field.	(20)

		<p>Minimum experience of ten (10) years out of which minimum five (5) years of experience in managing procurement of various goods / consultancy / works contracts for Ports / IWT/ Roads & Highways/ MMLP/ Infrastructure projects with Government/ PSU</p> <p>Preference will be given to those Experts who have relevant experience in IWT sector.</p>	
3	<p>Technical coordinator/ Consultant (Civil Engg)- 2 No</p>	<p>Graduate in Civil Engineering and Master's Degree / Post Graduate Diploma (PGD) or equivalent in relevant field.</p> <p>Minimum experience of ten (10) years out of which minimum five (5) years of experience in preparation of MIS / project controls / project management in Ports / IWT/ Roads & Highways / Time-Based Logistics parks</p> <p>Preference will be given to those Experts who have relevant experience in the IWT sector.</p>	10
4	<p>Technical coordinator/ Consultant (Mechanical Engg)-2 No.</p>	<p>Graduate in Mech. Engineering and Master's Degree / Post Graduate Diploma (PGD) or equivalent in relevant field.</p> <p>Minimum experience of ten (10) years out of which minimum five (5) years of experience in preparation of MIS / project controls / project management in Ports / IWT/ Roads & Highways / Time-Based Logistics parks</p> <p>Preference will be given to those Experts who have relevant experience in the IWT sector</p>	10

(3) Approach & Methodology along with detailed Work Plan

S. No.	Evaluation Criteria	Maximum Marks
(a)	Technical Approach and Methodology	(8)
(b)	Detailed Work Plan to be adopted for the Assignment	(7)
(c)	Organization & Staffing	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 = 0.80 and Fw = 0.20

(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: $S = St \times Tw + Sf \times Fw$

16.4.2 The proposal obtaining the highest total combined score in evaluation of quality (Technical) and cost (Financial) will be ranked as H-1 followed by the proposals securing the lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 can also be invited by the Employer for negotiations to facilitate decision on award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

17. Award of

17.1 The Employer shall issue a LoA to the selected Bidder. It may also notify all other

Contract	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 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 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(s) 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 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

Reference	Particulars	Description
ITB 6.2	Tender Fee	INR 5,900 including 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: Canara Bank, Sector-18, Noida Branch Morna (iii) Bank Account number: 90622150000086 (iv) IFSC: CNRB0018778
ITB 6.7	Bid Validity Period	120 days after last date of Bid Submission
ITB 3.2 & ITB 16.1	Similar Works	“ Similar Works ” means “PMU or consultancy services provided to the Central or State Government agencies for the Inland Water Transport (IWT) sector/ Ports sector/ Rail sector/Infrastructure/ Road sector projects. (Completed in last 7 years)”
ITB 6.9	JV / Consortium	Not Allowed
ITB 10.3	Consultancy Period	Three (3) years. from the signing of contract which is extendable for subsequent period of one (1) year on mutual consent of both the parties and subject to project requirement & satisfactory performance of the Consultant.
ITB 15.3	Bid Opening date	Date : 05.07.2024 Time : 1530 hrs
ITB 17.3	Location of Assignment	Noida, Uttar Pradesh, IWAI & RO, Guwahati IWAI.
-	Performance Security	5% of the awarded amount in the form of irrevocable bank guarantee from nationalized / scheduled bank.

SECTION – IV: TECHNICAL BID STANDARD FORMS

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

To,
Chief Engineer(Technical)
IWAI, A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.

Sub: Consultancy Services for

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 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/ Bank Guarantee/ E-bank Guarantee 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/ performance security 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:

- 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.
- 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).
- 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 along with profit and loss statement in INR
1.	2020-21	
2.	2021-22	
3.	2022-23	
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)

Date:.....

To,

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

Kind Attention: ...V. C, Dialani.....

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,

Chief Engineer(Technical)

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 authorised 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

Deleted.

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	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.*

FORM 4L: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. The Consultant will present its Technical Proposal (items a, b and c below) in no more than 40 single sided or 20 double sided printed sheets (A- 4 size, minimum 11 font size). The Page count does not include the Forms.

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organization and Staffing

(a) Technical Approach and Methodology: Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

(b) Work Plan: {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

(c) Organization and Staffing: {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM 4M: Details of Key Personnel

Form- 1: Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team leader-cum-Project Management (MIS) Expert						
2	Procurement Specialist						
3	Technical coordinator/ Consultant (Civil Engg)-1 No						
4	Technical coordinator/ Consultant (Civil Engg)-2						
5.	Technical coordinator/ Consultant (Mechanical Engg-1						
6	Technical coordinator/ Consultant (Mechanical Engg-2						

Clause 6.1 for demonstration of credentials of Key Personnel

SECTION – V: FINANCIAL BIDS STANDARD FORMS

FORM FIN – 1: FINANCIAL BID SUBMISSION FORM

[Location, Date]

To,

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consultancy services for *[Insert title of Assignment / Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as 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 :

FORM FIN – 2: SUMMARY OF COSTS - BOQ

Sr. No.	Particulars	Amount (in Figures)	Amount (in Words)
A.	Consultancy Fees (Form Fin- 3) (Sub-Total 1+2+3)		
B.	GST as applicable		
	Grand Total		

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.

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

FORM FIN – 3: CONSULTANCY FEES

1. Key Personnel (as required)

S. No.	Designation	Place of Deployment	Number of Personnel (A)	Man-months to be Proposed / Person (B)	Man-month Rate / Person (C)	Total Amount (C = AXBXC)
1.	Team leader-cum-Project Management (MIS) Expert	IWAI, Noida	1	36		
2.	Procurement Specialist	IWAI, Noida	1	36		
3.	Technical coordinator/ Consultant (Civil Engg)-1	IWAI, Noida	1	36		
4.	Technical coordinator/ Consultant (Civil Engg)-2	IWAI, RO Guwahati	1	36		
5.	Technical coordinator/ Consultant (Mechanical Engg)-1.	IWAI Noida	1	36		
6.	Technical coordinator/ Consultant (Mechanical Engg)-2	IWAI RO Guwahati	1	36		
					Sub-Total (1)	

2. 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.	Non-Key (at IWAI Noida	1	36			
					Sub-Total (2)	

3. Miscellaneous Expenses

S. No.	Description	Total Amount
1.	Expenses for Site Visits, Air travel, Meetings, Local Transport & Documentation etc.	
Sub-Total (4)		

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.

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

SECTION –VI: TERMS OF REFERENCE (ToR)

1. **Background & Introduction**

- 1.1 Inland Waterways Authority of India (IWAI) (hereinafter referred to as “the **Employer**”) is a statutory body of the Ministry of Ports, Shipping and Waterways (MoPSW), Government of India (Gol). The Client was set up in 1986 and is primarily responsible for the regulation and development of inland waterways for purposes of shipping and navigation for Inland Water Transport (IWT). With five (5) National Waterways (NWs) up to 2016 and today, with the enactment of NWs Act, 2016, there are a total of one-hundred eleven (111) waterways that have been declared as NWs.
- 1.2 Inland Water Transport (IWT) has been entrusted the responsibility to form the most economic, reliable, safe, and environmentally friendly form of transport. When developed for use by modern inland waterway vessels operating on dependable right of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intraregional 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.
- 1.3 Sadiya-Dhubri stretch of 891 km. of River Brahmaputra was declared as NW-2 on 1st September 1988, plays an important role in the economy of NER states. Since its inception a no of intervention has been made to provide a reliable navigation facility both for cargo & passenger movement. WAI is maintaining a navigable depth of 2.5m in Border- Neamati (629 Km), 2.0 m in Neamati – Dibrugarh (139 Km) and 1.5m in Dibrugarh – Sadiya (Oriumghat). Channel marks for day navigation were erected and maintained in entire waterway. Night navigation aids were also maintained between Dhubri and Neamati (630 km).
- 1.4 The waterway is operational with permanent jetties at two locations viz. Pandu, & Dhubri and floating jetties at eleven locations viz. Hatsingimari, Jogighopa, Pandu, Tezpur, Silghat, Biswanath hat, Nemat, Bogibeel, Sengajan, Dibrugarh and Oriumghat. 2 No. permanent Jetty at Bogibeel, & MMLP- Jogigopha along with 1 no RCC floating jetty at Pandu are under in advance stage of Commissioning. Pandu, being a multimodal terminal, relates to Broad Gauge Railway line. For development and maintenance of fairway (navigation channel), IWAI undertakes river conservancy measures namely, dredging and bandalling during non-monsoon months of October/ November to March/ April every year. Besides these IWT, Assam operates about 89 routes to facilitate the transportation for hinterland.
- 1.5 Further following works are under construction in NW-2 are:
- (a) Major Projects:**
- Construction of alternate road to Pandu port from NH-27.
 - Construction of Ship repair facility at Pandu.
 - Construction of IWT Cargo-cum-tourist terminals at Bhogibeel.
 - Construction of MMLP at Jogighopa.
 - Construction of floating jetty at Bogibeel and Guijan (Pand).
 - Renovation of shore facility at Badarpur and Karimganj
 - Additional work at Bogibeel (Construction of office Building at Dhubri & Bogibeel+ Extension of Jetty, Bank protection at Bogibeel).
 - Dredging in IBP Route
 - Dredging by DCI

(b) Operations & Maintenance:

Fairway development in NW-2 comprising of works related to development and maintenance of fairway in NW-2, Night navigation aids Operation and maintenance of existing terminals and other misc. works.

(c) Development of CSS Projects in NER (Assam, Manipur, Tripura, Nagaland, Mizoram, Meghalaya, Arunachal Pradesh, Sikkim)

The major work includes to provide guidance to the states in developing the waterways to provide transportation to the local population, Coordination thereof with concerned authorities, Implementation of new projects by employing the adequate timely procurement and efficient monitoring for timely completion of projects both physically and financially. Further to fast track the speedy implementation of CSS project in NER states, IWAI has been nominated an implementation Agency. To harness the potential of IWT in these states, project Identification, carrying out FSR/DPR studies and Speedy implementation thereof is the key factor. Accordingly, preparation of DPR, Approval thereof from ministry, procurement management and efficient monitoring is required.

2. Objective of the Services

- 2.1 As can be seen from above, a significant number of initiatives have been planned for development and implementation of navigability of NW-2, The increase in diversity of scope being taken up for development of NW-2) requires multi-disciplinary skills and expertise to which it has become necessary to appoint a professional business consulting firm (hereinafter referred to as the "Consultant") for providing Project Management Consultancy (PMC) services for development and implementation of various initiatives for NW-2 & CSS projects (hereinafter' referred to as "Services").
- 2.2 IWAI desires to engage Consultant for' a period of three (3) years), extendable for subsequent period of one (1) year on mutual consent of both the Parties and subject to project(s) requirement & satisfactory performance of consultant. The Consultant will work with the Client officials in discharging its functions / responsibilities effectively & efficiently for overall management of' the project(s) and to ensure that project(s) development is in accordance with the Client's development strategy and various other compliances.
- 2.3 The Consultant will act as a vital link between the Client, its regional offices & other executing agencies for procurement and management of other consultants and / or contractors and or entities needed for the project(s); (ii) ensure progress of the works and quality of deliverables by other consultants and/or contractors and / or entities appointed for the project(s), such that each and every activity envisaged for the project(s) is completed in agreed timeline, within budgeted cost frame and in full compliance with the applicable Client's acts, rules and regulations; and (1) project(s) coordination including reviews and meetings. The objective is also to achieve project(s) monitoring indicators and milestones as agreed, within the stipulated time frame.

3. Detailed Scope of Work for the Services

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

3.1 Project Management

The Consultant shall assist the Client in the following activities:

3.1.1 Project Preparation

- (a) Acquainting with all the work done and reports / documents prepared for the project(s) by the Client i.e. review already approved reports / documents prepared for the project(s) and document them on soft and hard media, for ready reckoning for future recourse; and
- (b) streamlining internal workflow for better coordination and control by setting procedures, systems, standards, criteria and reporting systems including point of contact for all the working teams Procurement Management.

3.1.2 *Procurement Management*

3.1.2.1 *Preparation of Bid Documents*

- (a) determining the best suitable procurement strategy and preparing detailed Terms of Reference (ToR) /scope of work and qualifying & bid evaluation criteria for procurement of goods, services and works contracts; (b) preparing bidding documents for procurement of goods, services and works contracts such as Expression of Interest (Eoi), Request for Qualification (RFQ) / Pre-Qualification (PQ) and Request for Proposal (RFP) as directed by the Client from time to time as per the Standard Procurement Guidelines of the Bank. For this purpose, the Consultant shall work closely with the Client, its legal & financial advisers and technical consultants; and (c) incorporating all suggestions/comments/reviews in the documents and subsequent finalizing of the bidding documents.

Note: All the necessary inputs of engineering design and capital cost, for the purpose of Bidding, shall be provided by the Client.

- 3.1.2.2 **Pre-bid meeting:** conducting Pre-bid meetings / conferences, preparing (i) minutes of Pre-bid meetings; (ii) replies to the Pre-bid queries; and (iii) amendments/addenda/corrigenda to the Bid documents.

3.1.2.3 *Selection of the preferred Bidder*

- (a) evaluating the Technical & Financial Bids received from the Bidders, participating in the Technical Evaluation Committee (TEC) meetings, preparing minutes of the TEC meetings, issuance of clarifications to the Bidders, preparing Technical & Financial Bid Evaluation Reports and review of Bid's validity period. Further, the Consultant shall ensure that all the applicable policies, procedures and guidelines of the document are adhered: and
- (b) preparing Letter of Award (LoA) & executing Contract Agreement in accordance with relevant clauses of RFP / Bid Document and refund of Bid Security / Earnest Money Deposit (EMD) to the unsuccessful Bidders

- 3.1.2.4 **Procurement Monitoring:** Tracking & monitoring all procurement activities using the IT based MIS/modern tool and dashboard created for this purpose by the Client to enable effective decision making and highlight triggers for ongoing/next set of activities to be initiated on rolling basis. The Consultant is expected to update the data in the IT tools/apps and run the tool for review, monitoring, and tracking. Further, the Consultant shall highlight any non-conformity or deviations from the approved schedule and need for amendments, if any.

3.1.3 *Project Oversight & Reporting*

- (a) Tracking & monitoring various project(s) and initiatives using the IT based MIS tools and dashboards created for this purpose by the Client so as to enable effective decision making and also highlight triggers for ongoing/next set of activities to be initiated on rolling basis. The Consultant is expected to update the data in the IT tools/apps and run the tool for review, monitoring, and tracking. Further, the Consultant shall highlight any

non-conformity or deviations from the approved schedule and need for amendments, if any;

- (b) escalating issues to the Client in case of unavailability of data from the other consultants and / or contractors and / or entities appointed for the project(s) on' timely basis;
- (c) developing any other comprehensive dashboard for project(s) monitoring and monitoring physical & financial progress for execution of works and assist in forward physical & financial planning;
- (d) reporting monthly & quarterly project(s) status to all the stakeholders and identification of critical interfaces that need to be managed carefully including implementation of Environment Management Plan (EMP), Resettlement Action Plan (RAP) / Social Impact Management Plan (SIMP), labour, host community. construction induced impacts and grievance management;
- (e) conducting regular project(s) review meetings with the other consultants and or contractors and / or entities appointed for the project(s) and project(s) review meetings and highlight any non-compliance; and circulating, following up and reporting on the action points discussed during various project(s) review meetings and highlight any non-compliance; and
- (f) monitoring the Key Performance Indicators (KPIs) of other consultants and/or contractors and /or entities appointed for the project(s) vis-à-vis actual performance to highlight the key areas of concern and suggestion improvement areas

3.1.4 Schedule Monitoring

- (a) reviewing the reports/schedules prepared by other consultants and /or contractors relevant and / or entities appointed for the project(s) and conduct trend analysis, schedule analytics including planned vs actual analysis & critical path analysis and recommendations on course correction/ look ahead plans;
- (b) undertake analysis of critical path and near critical path for the project(s) on monthly/quarterly basis and suggest fast tracking/crashing/ improvements to ensure timely completion of the project(s) in line with the overall implementation schedule; and
- (c) providing oversight on initial & revised baselines and gaps vis-a-vis progress on ongoing basis

3.1.5 Project Cost and Cash flow assessment

- (a) reviewing the project(s) budget and cash flow as submitted by the contractors in terms of completeness of scope, cash flow planning and corresponding construction schedule;
- (b) providing quarterly rolling cash requirement for the project(s) based on the expected work to be undertaken by the contractors and the payment milestones agreed in the schedule; and
- (c) developing S-Curves for project(s) costs and monitor project(s) cost performance on an ongoing basis

3.1.6 Contract Management & Administration

- (a) overall administration of the contracts and monitoring of various documents submitted during the contract execution between the Client and other consultants and / or contractors/ concessionaire and / or entities appointed for the project(s);

- (b) keeping track of all the contract documentations and ensuring timely renewal of these documents during the course of the contract and / or at the time of any contract extensions;
- (c) monitoring any major change in scope of the project(s) and reporting impact of the change on overall time & cost; and
- (d) providing advice to the Client on other consultants and / or contractors claims/disputes

3.2 **CSS Projects**

The Consultant shall assist the Client in the following activities:

- (a) reviewing and providing comments on feasibility reports / DPRs / market studies / any other report/proposals within the context of development of waterways for navigability
- (b) identifying policy gaps (if any) for movement of passengers / Ro-Ro / Ro-Pax vessels;
- (c) coordinating with agencies such as various State Government departments, district administration and other statutory bodies on matters related to development of passenger Jetty with appropriate land & riverine facilities for passengers' movement, Ro-Ro / Ro-Pax vessel operations and infrastructure development including policy (if any);
- (d) Identifying relevant hinterland and target stakeholders that can be potential users of IWT sector;if required with the assistance of state govt.
- (e) conducting cost benefit analysis to assess feasibility of the project;
- (f) preparing Standard Operating Procddurcs (SoPs) Manuals, concept notes, schemes etc for various activities related to movement of passenger / Ro-Ro / Ro-Pax movement;
- (g) preparing Memorandum of Understandings (MoUs) / Agreements with stakeholders for capacity building
- (h) suggesting various methods to be adopted for development, better management of operation & maintenance of fairways, capacity building of concerned IWT officials of NER states, arranging stakeholder consultations / programs; including, presentations, joint Private Sector Participation meetings, workshops, road shows with such stakeholders and facilitating interaction/meetings with potential users of IWT sector

3.3 **Overall Support**

The Consultant shall assist the Employer in the following activities:

review the FSR/DPR/ EIA /SIA reports prepared by other consultants and provide comments for subsequent finalization of the same;

- 3.3.1. Preparing proposals/ agendas/ notes/ writeups/ presentations for the consideration of the Ministries and departments of Central & State Government including their subsequent follow ups;
- 3.3.2. Coordinating various meetings with the other consultants and/ or contractors, and/or entities appointed for the project(s). The Consultant shall prepare agendas/ write presentations / notes before each meeting and should discuss the same with the officials of the Client. The Consultant shall also prepare and submit minutes after every meeting for necessary actions and follow ups;
- 3.3.3. Various audits/ inspections/ investigations and prepare the replies on the comment's observations raised by these agencies from time to time
- 3.3.4. Preparing comments/ opinions/ recommendations sought by the Ministries

departments/ implementing agencies under the State/ Central Government with respect to the Client's project(s) being developed/implemented;

- 3.3.5. Maintaining all relevant records & correspondences and keep them updated from time to time.
- 3.3.6. Conducting various meetings etc. with various stakeholders: and documentation of key insights and learnings including the innovations or use of latest technology being adopted that are undertaken during the project(s) to ensure that the all stakeholders are aware of the same
- 3.3.7. The Consultant shall also undertake site visits/ inspections to the various project(s) sites of the Client on need basis, if requested by the Client.
- 3.3.8. The Consultant shall also undertake site visits/ inspections to the various project(s) sites of the Employer on need basis, if requested by the Employer. The expenses related to the same shall be reimbursed by the Employer on actual basis.

4. Reporting Requirements & their Timelines

The Consultant will prepare and submit the following reports in hard and soft copy to the Employer in the format prepared by the Consultant and as approved by the Employer:

S. No	Particulars of the Report	No. of Copies	Content of the Report	Time of submission
1)	Inception Report	3	The Consultant shall prepare and submit an Inception Report at the end of first month containing a description on approach and methodology along with detailed work plan and resource deployment plan.	Within 30 days from Effective Date
2)	Monthly Progress Reports	3	The Consultant has to ensure that various components of the project(s) are progressing in accordance with the approved work program. The Consultant shall prepare & submit a brief Monthly Progress Report summarizing the works accomplished by the other consultants and / or contractors and / or entities appointed for the project(s) for the preceding month. The report shall showcase physical & financial progress and outline any problems encountered (administrative, technical, or financial) and give details on the same. The report shall also record the status of payment of consultants and /or contractors and / or entities appointed for the project(S), monthly certificates of all claims for cost or time extensions, and of action required from the Client to permit unconstrained works implementation.	For every month by 7 th date in the following month

S. No	Particulars of the Report	No. of Copies	Content of the Report	Time of submission
3)	Quarterly Progress Reports	3	The Consultant shall prepare and submit a comprehensive Quarterly Progress Report summarizing all activities under the contract of consultants and / or contractors and / or entities appointed for the project(s) at the end of each quarter, and at other times when considered warranted by the concerned stakeholders because of delay of the works or because of the occurrence of technical or contractual difficulties. Such reports shall include but not be limited to: (i) details of major milestones achieved by the consultants and / or contractors and / or entities appointed for the project(s); (1) progress of the consultants and / or contractors and /or entities appointed for the project(s); (ii) all contract variations and change orders; (iv) status of consultants and / or contractors and / or entities appointed for the project(s) claims, if any etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress, financial status of the contract as a whole consisting of the cost incurred, cost forecast and other relevant information on the ongoing contract.	For every quarter by 7 th date in the following quarter
4)	Environmental Reports	3	The Consultant shall prepare and submit a monthly Environmental Report which shall include but not be limited to (i) status of project(s) specific statutory / regulatory compliances / clearances, NOCs, licenses, permits etc. required to be month obtained by consultants and / or contractors; (ii) status of the environmental impact resulting from construction activities such as noise & pollution levels, contamination of soil / ground water by construction waste/ fuel & lubricants, damage / loss of vegetation due to contamination of soil / water, tree cutting and soil erosion & sedimentation as defined in the EMP; and (ii) mention the changes of environmental parameters as set out in the EMP	For every month by 7 th date in the following month
5)	Social Reports	3	The Consultant shall prepare and submit a monthly Social Report that captures For every month by 7 th monitoring of basic social indicators including	For every month by 7 th date in the following month

S. No	Particulars of the Report	No. of Copies	Content of the Report	Time of submission
			information of grievance redressed, date in the following citizen engagement, land acquisition, health and safety of site workers, month maintenance of labour standards, participation of female workforce etc.	

5. **Manpower Requirement & Eligibility Criteria**

The Consultant shall form a multi-disciplinary on-site team at IWAI Noida (the "Experts") & RO- Guwahati, for undertaking the Services. The Experts must have relevant experience complying to the requirements of ToR, familiarity with the local conditions and prevalent local laws and must exhibit expertise of international standards in monitoring of large infrastructure projects. The Experts nominated by the Consultant must be confirmed as available for the Services to do the scheduled work. The Consultant's team must comprise of highly qualified and experienced Key and Non-Key Experts, best suited for the Services.

S#	Experts	Number of positions to be placed at Employer's H.O. (IWAI Noida)	Number of positions to be placed at Employer's R.O. (IWAI Guwahati)
Key Experts			
1.	Team leader-cum- Project Management (MIS) Expert	1	
2.	Procurement Specialist	1	
3.	Technical coordinator/ Consultant (Civil Engg)-1	1	
4.	Technical coordinator/ Consultant (Civil Engg)-2		1
5.	Technical coordinator/ Consultant (Mechanical Engg)-1	1	
6.	Technical coordinator/ Consultant (Mechanical Engg)-2		1
Non-Key Experts			
1.	Non-Key Experts	1++	

++ denotes positions which will not be considered for Technical Evaluation

The minimum & desired qualification and experience of the Experts are briefly described herein however, the Consultant shall only provide the CVs of the Key Experts in their Technical Proposal which would be considered for the purpose of evaluation.

For Non-Key Experts, the Consultant shall submit the CVs for approval of the Employer prior to signing of the Contract.

The CVs of the proposed Key Experts must be submitted along with a signed declaration by the proposed professional confirming their availability for the Services. The CVs submitted without such declaration shall not be considered for Technical Evaluation. Some Key Experts shall be employed intermittently, at intervals which would be proposed by the Employer/ Employer.

S#	Expert	Nos & Man-month	Educational Qualification	Professional Experience	Roles & Responsibilities
A. Key Experts					
1	Team leader-cum-Project Management (MIS) Expert	1 (36)	Graduate in Civil Engineering and Master's Degree / Post-Graduate Diploma (PGD) equivalent in relevant field	<ul style="list-style-type: none"> Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in the Ports and IWT sector with an adequate Experience in program monitoring of infrastructure projects Preference would be given to Experts who have led project management consultancy services assignment in the Ports/ IWT sector as Project Manager / Project Director 	<p>Shall be responsible for the following major activities:</p> <ul style="list-style-type: none"> leading, coordinating and supervising the Consultant's team and providing directions to the Consultant's team for: delivering the Services in a time bound manner to ensure that the project(s) are delivered as per the Client's requirements overall management of the project(s) including but not limited to monitoring, reporting, and coordinating to ensure that the project(s) development is in accordance with Client's / requirement tracking & monitoring various project(s) using the IT based MIS tools and dashboards created for this purpose by the Client and highlighting any non-conformity or deviations from the approved schedule and need for amendments, if any" assist in conducting regular project(s) review meetings with the consultants and

S#	Expert	Nos & Man-month	Educational Qualification	Professional Experience	Roles & Responsibilities
					<p>contractors and / or entities appointed for the project(s) and other relevant stakeholders and escalating issues to the Client in case of unavailability of data on timely basis</p> <ul style="list-style-type: none"> monitoring physical & financial progress for execution of works and assist in forward physical & financial planning and reporting monthly & quarterly project(s) status to all the stakeholders and identification of critical interfaces that need to be managed careful
2	Procurement Specialist	1 (36)	Graduate in Civil Engineering and Masters Degree / Post-Graduate Diploma (PGD) Or equivalent in relevant field	<ul style="list-style-type: none"> Minimum experience of ten (10) years out of which minimum five (5) years of experience in managing procurement of various goods / consultancy / works contracts for Ports / IWT/ Roads & Highways/& MMLP projects with Government/ PSU Preference will be given to those Experts who have relevant experience in 	<p>Responsible for the following major activities:</p> <ul style="list-style-type: none"> Developing procurement strategies and plans Shall be "Preparation of RFQ/ PQ/RFP documents for invitation to Bid for project(s) including issuance of notices /request for Bids etc. Bid Process Management and selection of consultant(s) and / or contractor(s) for project(s) development

S#	Expert	Nos & Man-month	Educational Qualification	Professional Experience	Roles & Responsibilities
				IWT sector	
3	Technical coordinator/ Consultant (Civil Engg)-1 & 2	2 Nos (36 of Each)	Graduate in Civil Engineering and Master's Degree / Post Graduate Diploma (PGD) or equivalent in relevant field	<ul style="list-style-type: none"> Minimum experience of ten (10) years out of which minimum five (5) years of experience in preparation of MIS / project controls / project management in Ports / IWT/ Roads & Highways / Time-Based Logistics parks Preference will be given to those Experts who have relevant experience in the IWT sector 	<p>Shall be responsible for the following major activities:</p> <ul style="list-style-type: none"> conducting regular project(s) review meetings with the consultants and or contractors and / or entities appointed for the project(s) and other relevant stakeholders to discuss the various project(s) related aspects and preparing, circulating, following up and reporting on the action points discussed during various project(s) review meetings and highlight any non-compliance monitoring the KPIs of consultants and /or contractors and/ or entities appointed for the project(s) vis-à-vis actual performance to highlight the key areas of concern and suggest improvement areas preparing proposals/ agendas/ notes/ write ups/ presentations for the consideration of the Ministries and departments of Central & State Government including their subsequent follow ups preparing comments/ opinions/ recommendations sought by the Ministries
4	Technical coordinator/ Consultant	2 Nos (36 of each)	Graduate in Mech. Engineering and Master's	<ul style="list-style-type: none"> Minimum experience of ten (10) years 	<p>Shall be responsible for the following major activities:</p> <ul style="list-style-type: none"> conducting regular project(s) review meetings

S#	Expert	Nos & Man-month	Educational Qualification	Professional Experience	Roles & Responsibilities
	t (Mechanical Engg)- 1 & 2		Degree / Post Graduate Diploma (PGD) or equivalent in relevant field	<p>out of which minimum five (5) years of experience in preparation of MIS / project controls / project management in Ports / IWT/ Roads & Highways / Time-Based Logistics parks</p> <ul style="list-style-type: none"> Preference will be given to those Experts who have relevant experience in the IWT sector 	<p>with the consultants and or contractors and / or entities appointed for the project(s) and other relevant stakeholders to discuss the various project(s) related aspects and preparing, circulating, following up and reporting on the action points discussed during various project(s) review meetings and highlight any non-compliance</p> <ul style="list-style-type: none"> monitoring the KPIs of consultants and /or contractors and/ or entities appointed for the project(s)vis-à-vis actual performance to highlight the key areas of concern and suggest improvement areas preparing proposals/ agendas/ notes/ write ups/ presentations for the consideration of the Ministries and departments of Central & State Government including their subsequent follow ups preparing comments/ opinions/ recommendations sought by the Ministries
B. Non-Key Experts					
1	Non-Key Experts	1 (36)	Graduate in Civil Engineering	<ul style="list-style-type: none"> Minimum experience of five (5) years in the infrastructure sector 	<ul style="list-style-type: none"> Shall be responsible for providing overall support to the Key Experts and shall ensure proper coordination among the project implementation teams

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 Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant 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 Employer’s 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 Value”** 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 IWAI
- 1.1.26 **“Chief Engineer”** means the Chief Engineer of IWAI deputed for various projects under Employer
- 1.1.27 **“Work Order”** means the Letter of Award (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 / Work Order;
 - 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,

Chief Engineer (Technical)
Inland Waterways Authority of India
A - 13, Sector – 1,
Noida - 201301
Tel: (0120) 2522971: Fax (0120) 2543973
Email: vcdialani@iwai.gov.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 INR 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 INR 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. Consultant 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 Employer shall reimburse all the travel expenses incurred during the travel made by the Consultant as per instruction of the Employer. The expenses regarding Travel allowances, staying accommodation, dearness allowances etc are to be paid as per actual to the Consultant as per TA/DA policy of IWAI.
- 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 JV, 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 value, 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, pandemic, 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.

- f. Notwithstanding any other provision of this clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

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 (14) 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 Employer's 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 0.5%

(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.

Also If the manpower provided by the Consultants, stationed at Noida or Guwahati or any other location designated by IWAI for the purpose of this contract is found unavailable for more than 2 weeks in continuation in any quarter during the effective contract period, the agency hired shall attract Liquidated Damages at the rate 1% of the total cost of all resources per Quarter subject to a maximum of 10% of the total cost of the all resources per quarter.

Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to IWAI under the terms 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 Employer's interest 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 Employer's prior written approval to such agreements and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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. **Performance Security**
- 5.1 **For All Bidders**
The successful Bidder shall deposit an amount equal to 5% of the awarded value of the work as Performance Guarantee (PG) in the form of irrevocable Bank Guarantee from nationalized / schedule bank in India with validity of 180 days beyond the contract completion period. This Performance Bank Guarantee shall be submitted within fifteen (15) days after the issuance of LoA in case of single entity Bidder and within thirty (30) days after issuance of LoA in case of JV / Consortium.
- 5.2 **For MSME Registered Firms & Startups- Not Applicable**
- 5.3 The 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.
- 5.4 Deleted
- 5.5 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/ performance security 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 and Performance Security 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.
- 5.6 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 three (3) days of receipt of the notice or ten (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.

5.7 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/ performance security falls short of such deductions or sale, as aforesaid the Consultant shall, within fourteen (14) days of receipt of notice of demand from the Employers representative make good the deficit in his Security Deposit/ performance security.

6. Payment Terms

6.1 No advance payment shall be made.

6.2 Payment terms shall be on monthly basis as per the actual deployment of manpower & against the submission of reports 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 Chief Engineer (Technical), 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 thirty (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 three (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 fifteen (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 Chief Engineer (Technical), 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 IWAI 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:

.....

**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)

