



TENDER

FOR

APPOINTMENT OF CONSULTANT FOR PROVIDING PROJECT
MANAGEMENT CONSULTANCY SERVICES FOR
Port & IWT components of KMTT Project in Myanmar

Tender No. IWAI/KPMU/20/2022

INLAND WATERWAYS AUTHORITY OF INDIA

February, 2022

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 Consultancy Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this 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 RFP / amended Tender document will be made available on the website of IWAI.

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SECTION - I: NOTICE INVITING E-TENDER

xINLAND 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) 2522969

Email: ce.iwai@nic.in

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

NOTICE INVITING E-TENDER

a) Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from reputed & eligible **Consulting firms operating from India or Myanmar** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for providing **“PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR PORT & IWT COMPONENTS OF KMTT PROJECT IN MYANMAR”**.

b) Critical Data Sheet

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> or IWAI's website [“www.iwai.nic.in”](http://www.iwai.nic.in) and pay INR 5,900/- (Rupees Five Thousand nine hundred only) as the cost of Bid document / Tender fee deposited to IWAI fund. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the Tender Fee on submission of documents to the extent as per the Government of India rules.

Document download start date	21.02.2022
Date of submission of pre-bid queries	24.02.2022
Pre-bid meeting	25.02.2022 at 15:00 hrs
Bid Submission Last Date	15.03.2022 up to 15:00. hrs
Bid Opening date	16.03.2022 at 11:00 hrs
Tender fee	INR 5,000/- + 900 (18%GST)

c) Brief Scope of the Work

In brief, the scope of work for the appointed Consulting firm shall be providing Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar. The detailed Terms of Reference (ToR) / Scope of Work shall be as in the Section - VI of this document.

d) Method of Selection

Bidder will be selected under Quality and Cost based (QCBS) selection method and procedures described in this Tender Document.

e) Clarifications

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

Chief Engineer (Tech),
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 – 2543973

E-Mail: ce.iwai@nic.in , kpmuiwai@gmail.com

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

- f) 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.

Chief Engineer (Tech)

IWAI, Noida

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways. The present tender is for providing consultancy services to IWAI for the project on River Kaladan in Myanmar.
- 1.2 Inland Water Transport (IWT) has the potential 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 rights of way, it can reduce 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 The Employer will select a consulting firm / organization (the "Consultant / Project Management Consultant (PMC)") in accordance with the method of selection specified in Clause - 16 under Section – II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment / Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference / Scope of Work.
- 2.3 The date, time and address for submission of the Bids have been given in Section – III: 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 one among the renowned Consultancy organization those who are private entities, Government entities having proven competence, capacity and experience in providing Project Management Consultancy Services.
- 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” work. 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 (03) financial years ending 31st March of the previous financial year should be as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditor(s).
- 3.5 Bidder should not have been debarred/ blacklisted during the last three years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing laws and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to the knowledge of the employer even during the currency of the contract brought forward at a later stage.
- 3.6 The “Similar Work” experience of parent company / subsidiary / sister Company of the Bidder shall not be considered.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as mentioned in Clause 16.2, Section II of ITB meeting the requirements

specified in Section – VI: Terms of Reference / Scope of Work. Each of the Key Personnel must fulfill the conditions of eligibility with respect to Qualifications and Experience as outlined in the Terms of Reference.

3.8 The Bidder shall also indicate following:

3.8.1 The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Section - III: Data Sheet.

3.8.2 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre-Bid Meeting

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid meeting should inform the employer beforehand in writing and email. The maximum no. of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

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

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

5. Clarifications and Addendums

5.1 Bidders may request a clarification on any clause of the document up to the number of days / date indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. 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 and e-procurement portal. The Employer shall use the following procedure mentioned hereunder:

- (i) 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 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. Declaration on the issue has been built up at S. No. 8 of Form 4G.

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 requested 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 Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India rules. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS 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 for the sum deposited as earnest money deposit.
- 6.1.4 The EMD of the unsuccessful (in financial offer) bidders would be returned within seven days of issuance of Letter of Acceptance to the successful Bidder.
- 6.1.5 The EMD of Technically unqualified bidders would be returned within seven days of opening of Price bid.
- 6.1.6 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) If the Bidder tries to influence the evaluation process.
 - (iii) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Consultant)
 - (iv) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
 - (v) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work.
 - (vi) If the Bidder fails to furnish the Performance Bank Guarantee in accordance with conditions of contract.
 - (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.

6.2 Cost of Tender Document / Tender Fee

All Bidders are required to pay the cost of Tender Document as mentioned in Clause 8 of Data Sheet, Section III through RTGS. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India rules. The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency

All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for an amount as mentioned in Section - III: Data

Sheet. The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. **In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.**

6.4 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes (applicable on the jurisdiction of work place as well as consultant by local government) 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.

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 correspondence 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 documents 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 8811003831

Section - III: 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 Professional Staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The employer will make its best effort to complete negotiations, if any, within this period. 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 Professional staff 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. 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 / consortium is not allowed

7. Conflict of Interest

7.1 Employer requires that selected bidder (the “PMC”) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.

7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-

(a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.

(b) **Conflicting Assignment/Job:** A consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a

Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.

(c) Conflicting Relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

7.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

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 Acknowledged that it does not have a Conflict of Interest; and
- 8.5 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 through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.

- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Consultants / Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enroll in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> 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 Only the registered DSC, should be used by the Bidder 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 there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum / corrigendum 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 selects the tender which he / she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 9.12 From the favourite’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 their 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 is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded 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 Cost of Tender Document (Tender Fee) and EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted / couriered / given in person so as to reach to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer.
- 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 Cost of the Tender / 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 digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content.

- 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 and Conditions contained therein should be addressed to the Tender Inviting

Employer 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 Hard Copy of original payment instruments in respect of cost of Tender document and Earnest Money Deposit (EMD), must be delivered to the office of Chief Engineer (Tech), IWAI, on or before Bid Closing Date & Time. Online Bids submitted without hard copies of original payment instruments towards cost of Tender document and EMD shall automatically become ineligible and shall not be considered for opening of bids. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must be delivered to the office of Chief Engineer (Tech), IWAI, on or before Bid Closing Date & Time.

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

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned copy of the proof of Cost of Tender Document / Tender Fee as specified in Section – III: Data sheet or claim of exemption with supporting documents
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet or claim of exemption with supporting documents
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – VI
- e. Scanned copy of Form of Tender (Form - 4A)
- f. Scanned copy of a signed declaration by the bidders (Form - 4G)
- g. Scanned copy of Statement of Legal Capacity by the Bidders (Form – 4K)
- h. Power of Attorney for the authorized person of the bidder as per Form - 4D. This form shall be accompanied by copy of company

identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.

- i. Scanned copy of Bidder information form (Form - 4H)
- j. Composition / Ownership / Shareholding pattern of the organization
- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the Bidder.
- l. Registration / incorporation certificate of the Bidder.
- m. Integrity agreement in format given at Annex – I
- n. Original tender document with all addenda and corrigenda issued till date duly stamped and signed by the authorized signatory of the bidder.

10.1.2 Enclosure – II

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

10.1.3 Enclosure – III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for Similar Works executed by the bidder in the last seven years (2015 to 2021). The submitted certificates shall comply with the conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form - 4B.
- c. Copies of work order / agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form - 4F.

- d. Relevant Experience of the Bidder to be submitted as per Form 4M
- e. Provide list of litigation history.

10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
 - (i) The Approach to the work and methodology to be adopted, and
- b. Scanned copy of the list of experts / key personnel (Form - 4E) with complete signed CV's, adhering to the following requirements:
 - (i) All Key Personnel must be in-house / permanent staff or full time employees of the consulting organization.
 - (ii) The Bidder has to ensure that all the proposed PMC staff has to be deputed at site on full time basis for the entire contract duration as per the requirement of the Terms of Reference.
 - (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 Bid 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 Authorised Signatory. In addition, the Consultant shall also submit a signed consent letter of the proposed Key Personnel along with qualification & experience certificates and confirming its availability for the project. The employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the document. Further, the Employer may undertake personal interview of Key Experts as demanded, before issue of Letter of Acceptance for verifications purposes.
 - (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 55 (fifty 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.

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

10.2 Cover-II: Financial Bid

Financial Bid in excel format (BoQ_XXXXX) provided along with this Tender as Form Fin – 2 shall be used for quoting prices / offer.

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
 - (a) The consultants will have to make their own arrangements for the residential / office accommodation or any other facilities at site, transport / TA / DA and accommodation & related expenses of their staff deployed for PMC supervision including visiting various offices, and other places for meetings, data collection, presentations, public consultation during field visit, public hearing and discussions, the remuneration of the experts, secretarial staff, their salary, allowances & overhead expenditure etc.
 - (b) Consultancy fees quoted would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. that would be required to-be prepared and submitted by the consultants during entire course of the present assignment. Even after satisfactory submission of all above information / reports / NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Government and Non-Government Organization, or local people or parties, the consulting firm shall resolve such issues to the complete satisfaction of IWAI.
 - (c) All duties, taxes including those payable in Bangladesh, royalties and other levies payable by the Bidder under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The Bidder has to submit the breakup cost of work and taxation in support of the financial bid. 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.

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

10.4 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.

11. Extension of Bid Submission Date

The employer may extend the date of submission of bids by issuing a corrigendum and uploading the same on Employer's website/e-procure.gov.in.

12. Late Proposals

Online proposals received by the employer after the specified bid submission date & time or any extension thereof, pursuant to Clause - 11, shall not be considered for evaluation and shall be summarily rejected.

13. Liability of the Employer

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 hard copy of the bids submitted by the bidder 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

The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission through e-procurement mode as mentioned in NIT in this tender document.

No bid shall be modified 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: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause - 14 shall not be opened.
- 15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified Clause - 16. 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. 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.
 - b) It is accompanied by the Earnest Money Deposit & 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 or submission.
 - e) It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1 of ITB.
- 15.5 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 of 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 Bidders, whose Bids were found responsive 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. 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 (2015-2021) before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar completed services each costing not less than the amount equal to 40% of Project Cost or
- b) 2 similar completed services each costing not less than the amount equal to 50% of Project Cost or
- c) 1 similar completed service costing not less than the amount equal to 80% of Project Cost.

For this purpose, "**Similar Works**" means "Carrying out Project Management Consultancy (PMC) services for Construction of IWT terminal facilities which include construction of port jetty, site grading, buildings, roads, dredging works and other allied services including Hydrographic Survey in rivers, sea, lakes, backwaters, ports & inland waterways or in any waterway projects using Dredgers" or in any project involving Port/Jetty operations;

Note: For exchange rate, the rate prevalent on the date of submission of bid as published by Reserve Bank of India shall be considered.

16.1.2 Qualification Criteria for Average annual turnover for last 3 financial years i.e. 2018-19, 2019-20 and 2020-21

At least INR 12.10 Crore to qualify for this work.

Note: For exchange rate, the rate applicable on the date of submission of bid as published by Reserve Bank of India shall be considered.

16.1.3 In case a bidder fails to meet the 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 would be as follows:

Sl. No.	Description	Maximum Points
1.	Average Annual Turnover of the Bidder	25
2.	Consultants relevant experience for the assignment	20
3.	The quality of Approach & Methodology proposed in line with the TOR.	15
4.	The qualification of the key experts / professionals proposed	40
	Total	100

Detailed Marking Criteria

Sl. No.	Criteria	Score
1.	Average Annual Turnover from Consultancy Services	20
a.	More than INR 12.10 Crore & upto INR 20 Crore	10
b.	More than INR 20 Crore & upto INR 30 Crore	15
c.	More than INR 30 Crore & upto INR 40 Crore	20
2.	The Bidders relevant experience for the assignment as indicated in Clause 16.1.1 of ITB, Section II in the last 7 years	25

Sl. No.	Criteria	Score
a.	1 – 3 Projects	15
b.	4 – 6 Projects	20
c.	More than 6 Projects	25
3.	The quality of Approach & Methodology proposed	10
4.	The qualification of the key experts / professionals proposed	45
i.	Project Manager	10
ii.	Civil Engineers (2x5)	10
iii.	Mechanical/Marine Engineer (2x5)	10
iv.	Hydrographic Surveyor	5
v.	Admin & Accounts Assistant	5
vi.	Project coordinator at IWAI, Noida	5
	Grand Total (Sl. Nos. 1+2+3+4)	100

Sub-Criteria for Each Key Personnel Scoring

Sl. No.	Key Personnel	Educational Qualification	Total Experience	Relevant Experience
1.	Project Manager	4	2	4
2.	Civil Engineer (for each)	2	1	2
3.	Mechanical/ Marine Engineer (for each)	2	1	2
4.	Hydrographic Surveyor	2	1	2
5.	Admin & Accounts Assistant	2	1	2
6.	Project coordinator(Noida)	2	1	2

16.2.2 The Technical Bids must score at least 70 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 70 marks or more (out of 100) would be opened for further processing.

16.3 Financial Evaluation

16.3.1 The Technical Bids shall be evaluated in terms of Clause 16.1 & 16.2 above. In case a bidder fails to meet the above mentioned qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened.

16.3.2 A responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document and terms & conditions defined therein

16.3.3 The Financial score shall be evaluated according to the following formula:-

$$S_f = 100 * F_m / F$$

(S_f is the normalized financial score, F_m = 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 having the highest score amongst all the bidder shall be selected as per the following procedure.

a) Proposal will be ranked according to the combined normalized Technical (S_t) and normalized Financial (S_f) scores using the weights mentioned below.

b) The weights, Technical (T_w) and Financial (F_w) would be given for Technical and Financial proposals, where $T_w = 0.80$ and $F_w = 0.20$

(T_w = weight given to technical proposal; F_w = weight given to financial proposal; $T_w + F_w = 1$)

c) Final score (S) would be arrived at using the formula

$$S = S_t \times T_w + S_f \times F_w$$

Where $S_t = 100 * T / T_m$ (T is the technical score of the bidder under consideration and T_m = highest technical score amongst the bidder under consideration) and $S_f = 100 * F_m / F$ (F_m = lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation.)

17. Award of Contract

- 17.1 The Employer shall issue a Letter of Acceptance (LOA) to the selected Bidder who has the highest combined score amongst all the bidders. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 17.2 The Consultant will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Standard Form of Contract in Section VII including submission of security deposit & performance bank guarantee, within 21 days of issuance of the Letter of Acceptance.
- 17.3 The Consultant is expected to commence the Assignment / job at the location specified in Section III Data Sheet.

18. Insurance

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

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 for Consultancy, 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 Bid Security 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

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 Terms of Reference.

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: DATA SHEET

DATE SHEET

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
1.	2.1	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment / job is	Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar.
3.	2.1	Method of Selection	Quality and Cost based System (QCBS) Selection Method
4.	2.3	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	Date : 15.03.2022 Time : Latest by 03:00Hrs (IST) Submission : online submission Address: Chief Engineer (Tech) Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4	A pre-Bid meeting will be held on	Date : 25.02.2022 Time : 15:00hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
6.	5.1	Last date for seeking clarifications	Date : 25.02.2022 Time : 15:00hrs Email Id: ce.iwai@nic.in kpmu.iwai@gmail.com
7.	6.1	EMD	INR 24,20,000/- Note: For exchange rate, the rate applicable on the date of submission of bid as published by Reserve Bank of India shall be considered
8.	6.2	Cost of Tender Document	INR 5000/-+900(18%GST) = INR 5900/- Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account: i. Name of Bank Account: IWAI Fund ii. Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi iii. Bank Account number: 90622150000086 iv. IFSC: SYNB0009062
9.	6.3	Bank Solvency	INR 4.84 cr.

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
10.	6.7	Bid Validity	120 days after last date of Bid Submission
11.	3.3	Similar Works	As stipulated in Clause 16.1.1 of ITB
12.	6.9	JV / Consortium allowed	Not Allowed
13.	3.7	The estimated number of Key Personnel	As stipulated in Form FIN – 3 & Clause 11 of Section VI
14.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4D: Power of Attorney (for authorized representative of Bidder) FORM 4E: Curriculum-Vitae (CV) of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidder information sheet FORM 4I: Format for pre-bid queries by Bidders FORM 4J: Statement of Legal Capacity
15.	10.3	Consultancy Period	36 months from the notice to proceed for work and extendable for another 24 months on yearly basis subject to project requirement
16.	15.3	Bid Opening date	Date : 16.03.2022 Time : 15:00 hrs
17.	17.3	Location of Assignment	Myanmar (Sittwe, Paletwa & waterway in between)
18.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
19.		Security Deposit	5% of the contract value including EMD
20.		Performance Security	3% of the contract value

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

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

Sub: PROJECT MANAGEMENT CONSULTANCY SERVICES FOR PORT & IWT COMPONENTS OF KMTT PROJECT IN MYANMAR.

Dear Sir,

1. Having examined the information and instructions for submission of tender, Standard form 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 standard form of contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT in IWAI Account 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 Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit 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 banned or blacklisted by any Government in India or its department or any Quasi Government agency or Public Sector Undertaking or Multilateral or International Aid Agency / Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.

9. I/ We understand that you are not bound to accept the lowest or any tender you 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.....

FORM 4B: Eligible Projects
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 Clause 16.1.1

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

Firm's Name :

Authorized Signature :

Notes:

¹ 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.

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

Sl. No.	Financial Years	Average Annual Turnover in INR in Last Three Years
1.	2018 – 2019	
2.	2019 – 2020	
3.	2020 - 2021	
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:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
2. This Form shall be submitted on the letter head of the CA/statutory auditor

FORM 4D: Power of Attorney
(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarized)

Know all men by these presents, We,(*name of organization and address of the registered office*) do hereby constitute, nominate, appoint and authorise Mr./Ms.son/daughter/wife and presently residing 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 "**PROJECT MANAGEMENT CONSULTANCY SERVICES FOR PORT & IWT COMPONENTS OF KMTT PROJECT IN MYANMAR**". 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 Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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

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

Name of Assignment/Job or project :
Year :
Location :
Employer :
Main project features :
Positions held :
Activities performed :
Period of deployment :

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any 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]

the firm]

[Signature of authorized signatory of

Place:.....

**[Full name of authorized
representative]**

FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including similar works	Value of contract	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

FORM 4G: Declaration by the Bidders

To,

Date:.....

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

Kind Attention: Chief Engineer (Tech)

Sub: Declaration from the Bidder.

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	I / We have not been banned or de-listed by any government or quasi government agency or public sector undertaking.
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 Tender Terms and Conditions.
5.	<input type="checkbox"/>	I / We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
6.	<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
7.	<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
8.	<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 4H: Bidder information sheet

Bidder name: <i>[insert full name]</i>
Bidder's 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.

Note:

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

FORM 4I: Format for Pre bid queries by Bidders
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

FORM 4J: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
Chief Engineer (Tech)
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the tender document.

We have agreed that *(insert individual's name)* will act as our representative 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 Authorised Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

SECTION – V: FINANCIAL BID 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.) *[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.

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

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

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :.....

Form Fin – 2: Summary of Costs - BOQ

Sr. No.	Particulars	Amount (in Figures)	Amount (in Words)
A.	Remuneration Fees (Form Fin- 3) (Total - 1 + 2)		
	Travel Expenses		
	Miscellaneous Expenses		
B.	Taxes as applicable (Form Fin- 3) (Total – 3)		
	Grand Total		

Notes:

- All payments shall be made as per the Clause 12.0 of ToR.
- During Financial Bid Evaluation, quoted cost including taxes would be considered, for the purpose of comparison of the Bids.

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

Form Fin – 3: Consultancy Fees

1. Key Resource⁴ (as required)

Sl. No.	Designation	Number of Personnel (A)	Man-months Proposed / Person (B)	Man-month Rate / Person (C)	Total Amount (D = AXBXC)
1.	Project Manager	1	36		
2.	Civil Engineer/Dredging Engineer	2	36		
3	Mechanical / Marine Engineer	2	36		
4	Admin & Accounts officer	1	36		
5	Hydrographic Surveyor	1	36		
6	Project Co-ordinator	1	36		
Sub-Total (1)					

2. Miscellaneous Expenses

Sr. No.	Description	Months	Monthly Rate	Total Amount
1.	Establishment + Local Transport + Others	48		
Sub-Total (2)				

3. Taxes as Applicable

Sr. No.	Description	Amount
1.	Taxes as applicable	
Sub-Total (3)		

Notes:

⁴ Number of Manpower may increase / decrease depending upon the number of dredgers and working hours at site or as instructed by the Engineer-in Charge. The PMC shall be paid man-month rate based on actual deployment depending upon the site conditions or as instructed by the EIC as and when required.

1. Man-months rate and corresponding total amount shall include total emoluments, expenditure allowances, overheads, bonuses and accommodation for deployed staff etc. These are to be provided only for the purpose of break-up of quoted remuneration.
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.
3. The Consultant shall give the breakup of the total cost of all taxes applicable.

Authorized Signature

Name

Address

SECTION –VI: TERMS OF REFERENCE (ToR)

1.0 BACKGROUND OF THE PROJECT

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland water-way vessels operating on dependable rights of way, it can reduce 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 transport costs for the benefit of the entire economy and India's global trade competitiveness.
- 1.3 **The Kaladan Multimodal Transit Transport Project (KMTTP)** was jointly identified by India and Myanmar to create a multi modal mode of transport for shipment of cargo from ports of India to Myanmar as well as North-Eastern part of India through Myanmar. The project, will connect Sittwe Port in Myanmar to India-Myanmar border. KMTTP envisages a waterway trade route from Sittwe Port to Paletwa (158 Kms) along the river Kaladan and road route from Paletwa to India-Myanmar border of 110Kms.
- 1.4 Old Sittwe port prior to development had less depth and limited infrastructure to handle smaller vessels of 1500 to 2500 DWT capacities only. Port mainly handled cargo such as cement, steel, foodstuff, dry fish, rice, tar etc. It is envisaged that Port of Sittwe to become a nodal point for transportation of goods from and to the interiors of Myanmar and North Eastern States of India through Kaladan river and roads. It will also provide a gateway for trade from these places to other countries through international shipping. KMTTP is expected to act as a catalyst for industrialization and new trade opportunities centered in Sittwe.
- 1.5 **The Ministry of External Affairs, (MEA)** Government of India (GoI), being the nodal agency has appointed **Inland Waterways Authority of India (IWAI)** as the Project Development Consultant (PDC), for "Kaladan Multimodal Transit Transport Project" in Myanmar.

1.6 Inland Waterways Authority of India (IWAI), is Government of India body under the Ministry of Shipping, having its registered office at A-13, Sector 1, Noida, Uttar Pradesh (201301), India is the PDC (Project Development Consultant) appointed by MEA.

1.7 Brief History and information on Present Infrastructure and operations:

The work of construction of port and IWT components was awarded to M/s ESSAR Projects (I) Ltd (EPIL) on 14th May 2010. The awarded work is completed. Work completed such as fairway development and sea dredging in Sittwe port area, port and IWT terminal at Sittwe, Fairway development and dredging at Sittwe – Paletwa stretch of Kaladan River, IWT terminal at Paletwa, 6 nos. IWT vessels of capacity 300 T each.

Indian origin or any other origin cargo will be unloaded at Sittwe, reloaded on to the Inland transport vessels/barges for Paletwa and thereafter transported to its inland destination in Myanmar or to Mizoram, India by road or vice versa i.e. any cargo originating from Mizoram or Myanmar hinterland can be transported by road to Paletwa, then to Sittwe by IWT mode, unloaded at Sittwe and reloaded on to the sea going vessels for exports

2.0 PROJECT COMPONENT

2.1 IWAI desires to engage Project Management Consultants (PMC) for “Port & IWT components of KMTT Project in Myanmar”. The PMC will efficiently manage the Contractor appointed by Ministry of External Affairs through Inland Waterways Authority of India for the above work and provide assistance to successfully complete and deliver the project on behalf of the Employer. The PMC shall ensure progress of the works and quality of deliverables by the Contractor in implementation of the Project as per Employer’s acts, rules and regulations. The PMC will provide Project Management Services on behalf of the Employer in technical, operational and advisory related matters for all relevant fields. Such services shall be in the form of on-site advisory and support services covering all critical aspects of the Project.

Note: *To obtain firsthand information on the assignment and on the local conditions, Bidders are encouraged to pay a visit to the project site before submitting their tender. Expenditure is to be borne by the concerned prospective Bidder on account of their site visit. The Bidders must fully*

acquaint themselves of local conditions and take them in to account in preparing their offer.

- 2.2 The PMC shall be a well-equipped and qualified firm to provide consultancy services in particular the works for engineering and execution, contract management; environmental and social (impact) management, works dispute resolution, overall project performance management of all execution agencies including consultants involved and reporting the same, along with providing related operational support, to IWAI. The PMC shall be responsible for day to day management of works, quality assurance and control, safety management and supervision services including review of Engineering Design and managing day to day works at site / installation of all the works along with associated works as outlined in this tender document.
- 2.3 Employer i.e. Chairperson IWAI acting through Chief Engineer – Technical will nominate respective representative from IWAI as “**Engineer in Charge**” for the above mentioned works. PMC shall act as “**Engineer’s Representative**” of the “Engineer in Charge”.

3.0 OBJECTIVES OF THE PMC SERVICES

- 3.1 The objective of this consultancy is to efficiently manage the Contract awarded by MEA for the work at Clause 2.1 above, such that each and every activity envisaged for the project is completed in agreed timeline, within budgeted cost frame and in full compliance with the applicable Employer’s acts, rules and regulations. The objective is also to achieve project monitoring indicators and milestones as agreed-upon in the stipulated time frame.
- 3.2 The PMC will be required to provide a team of suitably - qualified experts who are experienced in the modern methods of Operation and Maintenance of IWT Terminal and Fairway between Siitwe & Paletwa and port channel and shall be placed at site during the entire contract period for efficient day to day supervision with overall supervision of the Key Personnel envisaged in the tender.
- 3.3 The following are the principal tasks envisaged under the PMC services:
- 3.3.1 Comprehensive Project technical support as per the technical requirements including day to day supervision for ensuring progress, quality and safety parameters as outlined for scope of Contractor, coordination and management with all stakeholders including Contractors and Consultants;

3.3.2 Contract management and Administration Services;

3.3.3 Preparing Project Progress Reports and reviewing / updating project activities;

3.3.4 Ensuring Compliance to Quality and Safety parameters for Project;

3.3.5 Scrutinize the Contractors' detailed work program keeping in view the overall interest of the project; and

3.3.6 Scrutinize Contractor's superintendence, personnel and suggest modifications, if any.

4.0 SCOPE OF THE PMC SERVICES

4.1 The PMC shall be responsible for effectively leading and taking initiative to get the project executed and for advising, assisting and acting on behalf of the Employer when so authorized, for the effective management of the Project. The quality of PMC for supervision at site should be of the standard expected under the Project Agreement. The Project Contains Operation and Maintenance of Port & IWT terminal, Fairway, port access channel between Siitwe and Paletwa.

4.2 Overall the scope of the PMC services shall be as indicated herein but not limited thereto.

4.2.1 Project Preparation Stage

- (i) Acquaint with all the work done, reports / documents prepared for this project by Employer or Employers reputed Consultants or Contractors Documents i.e. Review existing reports / documents prepared for this project prior to commencement of work of supervision at site.
- (ii) Review and comment on baseline surveys & reports and accordingly give final recommendations / changes to be incorporated in surveys and reports.
- (iii) Review the work done and expenditure incurred prior to commencement of work of supervision at site e.g. implementation and completion reports and document them on soft and hard media, for ready reckoning for future recourse.
- (iv) Set procedures, systems, standards, criteria and reporting systems for the Contractor.
- (v) Assist the Employer and all stakeholders in monitoring site-readiness for the projects.

- (vi) Carry out / assist Employer and all stakeholders for other activities required for execution of the work.

4.2.1.1 Detailed Task 1: Team Mobilization and Project Start-up:

Project Manager will introduce team members with the concerned officials of IWAI and will hold meetings to discuss the following:

- (i) Roles and responsibilities of all parties in the project setup and lay out the rules and guidelines for implementation of the project;
- (ii) Reporting system and point of contact for both the stretches;
- (iii) Setting up of a common project office and monitoring both the stretches from this office; and
- (iv) Issuing of Project Reports, Contract Documents and other background information related to the project.

4.2.1.2 Detailed Task 2: Review of available Contract Documents:

- (i) Before the start of PMC work, the Consultant will undertake study of available documents with particulars relevance to specifications and methodology for executing the work and project schedule.
- (ii) Study of Contract Agreement between Employer and the Contractors:

The PMC shall review the Contract Agreements for understanding the responsibilities vested with the Contract involved in the project. The understanding of these contract provisions is very important in the overall success of the project. The provisions of the achievements of the milestones and the penalties, the procedure for dispute resolution, if arises are absolutely vital for the success of the Project.

4.2.2 Project Monitoring and Quality Control

The PMC shall be responsible for monitoring entire project development and progress related to execution thereby assisting all Stakeholders in efficient project management and rendering advice in taking necessary actions for timely and quality completion of the project.

- (i) Review and comment on the project schedule prepared by the executing agency and assist all stakeholders to provide necessary approvals.
- (ii) Monitor project development at project site against agreed scheduling and co-ordinate for finalizing the mitigation plan in case of delay.

- (iii) Monitor physical and financial progress for execution of works. Assist in forward physical and financial planning.
- (iv) Monitor project development goals for site execution against stipulated goals in project indicator framework.
- (v) Update / revise project scheduling, developmental goals, physical and financial achievements of Contractor in co- ordination with all stakeholders.
- (vi) Report Monthly project status and Quarterly project status to all stakeholders.
- (vii) Take up performance report of completed civil works
- (viii) Assist in making final payment of contractors and consultants.
- (ix) Assist in obtaining early discharge certificates from civil works contractors.
- (x) Assist in ensuring maintenance compliance of civil works and payment.

4.2.2.1 Roles & Responsibilities under Project Monitoring & Control:

- (i) Review Contractor's detailed works program along with concerned stakeholders and suggest modifications where deemed necessary.
- (ii) Review the suitability of Contractor's superintending and key personnel and suggest modifications where required.
- (iii) Ensure that all the works carried out under this program fully comply with engineering designs, technical specifications, drawings, established codes & sound engineering practices, contract documents and compliance to the environmental management plan.
- (iv) Assist in interpretation of the drawings and Technical Specifications etc. as and when required.
- (v) Review the methodology proposed by the contractor for execution of works in order to ensure that the same is satisfactory in respect of technical requirements, project implementation schedule, environmental aspects, contract duration and operational occupational safety of the works, property, personnel and third parties.
- (vi) The PMC will assist concerned stakeholders to inspect the work on completion before taking over by the Employer and indicate any rectification required and outstanding work to be carried out by the contractor.
- (vii) Ensure / review and support stakeholders to ensure that the contractors are adhering / following mandated standards / practices.

4.2.3 **Project Execution**

4.2.3.1 **Roles & Responsibilities under Project Execution:**

- (i) Carry out regular inspection of the Contractor's Manpower, work, dredgers & equipment and ensure they are adequate and are in accordance with the terms and conditions of the Contract;
- (ii) Assist in monitoring and tracking statutory approvals and clearances;
- (iii) Assist concerned stakeholders to deal with performance deviation by contractors;
- (iv) Advise and assist concerned stakeholders in defending Employer's stand;
- (v) Advise and assist in minimizing disputes / claims;
- (vi) Advise and assist concerned stakeholders in coordination and external meetings;
- (vii) Carry out proper monitoring of progress of the works through computer aided project management tools & techniques;
- (viii) Checking and ensuring dredging in the areas and quantity dredged & dumped;
- (ix) Investigate and initiate early actions with regard to non-achievement of target envisaged in the dredging contract. The PMC shall explain in his monthly progress the reasons for non-achievement of target envisaged in the contract and explain the actions to be taken / already taken to correct the situation. All reports prepared by the PMC shall be objective and shall substantiate any event / recommendation with factual data and information;
- (x) Checking and ensuring dredged material is being dumped at designated dumping grounds and to ensure that there is no lapse by the Dredging Contractor to maintain maximum effective dredging operations;
- (xi) Carrying out supervisions and monitoring of project at sites as per the specifications of the contract including the Onshore facilities such as site grading, boundary wall, internal roads, ITV parking area, water supply system, storm water drainage system, firefighting system, miscellaneous structure such as workshop building, workers amenity room, DG room, reefer gantry, power distribution, lighting protection, system grounding, area lighting, communication, DG set, Operation & Maintenance of IWT port facilities and fairway between Siitwe & Paletwa and Port access channel, navigational channel marking, topographic, hydrographic, pre-

dredging and post dredging surveys (logistics arrangement for such survey shall be borne by the main Dredging Contractor) for the field measurement of works and maintain up to date record, verify physically 100% of the measurements taken by the Contractor for all works, issue of interim quantity certificates for processing contractors invoice and certification of bills & settlement of all claims amicably. The representatives of IWAI and MEA may inspect the work of the Consultant at regular intervals. The PMC shall notify IWAI about its pre-dredging and post-dredging plans and schedules in advance.

- (xii) Analyze claims submitted by the contractor and prepare recommendations for the approval of Engineer in charge in terms of both technical and financial issues, for the claims for response to the contractor.
- (xiii) On completion of dredging work, PMC shall provide to the Engineer-in Charge, photographs, detailed calculations in respect of achievements of targets etc., specifications of equipment installed etc. and obtain certificate from Engineer-in Charge in respect of satisfactory completion of work.

4.2.4 **Other activities related to the Project**

- (i) Efficient Documentation both on paper media and soft media.
- (ii) Assist in handling RTI applications and assessment of RTI compliance related to field works.
- (iii) Assist in handling audit observations including preparation of detailed reply on concurrent Audit Para & factual note during the currency of the contract.
- (iv) Presenting project status during IWAI meetings as well as to prepare power point presentation on the same as per requirement.
- (v) To assist in monitoring and evaluation including updating the indicators of result framework of the project.
- (vi) Assist in arranging and conducting monthly progress review / coordination meetings and to prepare its minutes of meetings.

5.0 **DELIVERABLES**

The PMC shall deliver the deliverables (the “Deliverables”) during the course of this Consultancy as per scope of work. All reports and documents prepared by the PMC shall be professional, precise and objective. The report formats shall be finalized in consultation with the Engineer-in Charge.

The PMC shall provide three copies / sets each of the following reports to the Engineer-in charge:

Monthly Reports: The PMC has to ensure that various components of the project are progressing in accordance with the approved work program. The physical & financial progress has to be recorded, reviewed and submitted to the Engineer-in Charge monthly before the 7th of each month (report for the previous month) in approved format with due reference to the approved work program. The report should also contain details & reasons for variations from the approved work program, if any, and the PMC's suggestions / action taken for their corrections. The PMC has to employ an advanced type of project monitoring software for maintaining & reporting on progress of the project.

Reports on deficiency: Along with the Monthly Reports, a report on deficiencies observed in relation to the quality of works executed during the previous month including actions taken by the PMC and Contractor to rectify the same shall be furnished.

PMC's Manpower Reports: Submit to the Engineer-in Charge, the PMC's manpower deployment reports in approved format fortnightly together with the program of deployment for the next fortnight. The reports shall be furnished immediately at the end of each fortnight.

Daily Activity Records: Coordinate and maintain close interactions with the Engineer-in Charge and the Contractor regarding matters relevant to the implementation of the Works. Maintain daily Activity Record in respect of the Contract from beginning till completion of all works and furnish a copy of the same to the Engineer-in Charge at the end of each month.

Monthly Review Meetings: Prepare and furnish to Engineer-in Charge status note and list of important matters in need of attention to facilitate Monthly Review meeting of the project and shall arrange such meetings, participate in the meetings and prepare the record note of such meetings for follow up actions.

Periodic on site meetings: The PMC shall attend meetings at Project Site whenever considered necessary and called for by the Employer's representative to discuss issues connected with the Contract management.

Government level meetings: The Nodal officer / Senior representative of the PMC shall also attend, if directed by Employer, any meetings that may be called for to review the progress of the project. The PMC shall also

attend, if directed by the Employer, any meeting that may be convened in the Head Office of the Employer as and when necessary.

Final Report & Statement: Upon completion of the work, the PMC shall submit the following documents to the EIC:

- a) Final Bill of the executing Contractor;
- b) Completion certificate to be issued to the Contractor for all works as per the Contractor's contract;
- c) Handing over of all the documents prepared by the Consultant during the currency of the contract;
- d) Final punch list still awaited for rectification by the executing Contractor; and
- e) Documents related to contractual closure with summary statement.

6.0 TIME FOR COMPLETION

The assignment shall be for a duration of 36 months reckoned from the notice to proceed for work and extendable for another 24 months on yearly basis subject to project requirement and satisfactory performance of the PMC. If assignment completes in all respect before scheduled period, the contract may be foreclosed. In case of delay / continuation of assignment, the contract may be extended suitably subject to satisfactory performance of PMC & project requirement. In case of extension and foreclosure, pro-rata addition or deduction shall be done based on pro - rata monthly payment quoted. At the discretion of Employer without assigning any reasons whatsoever, the assignment may foreclose at any stage. The PMC does not reserve any right to claim compensation whatsoever for foreclosure of contract by Employer.

7.0 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

The following and any other such data, available with the Employer shall be provided to the PMC: models of past RFP, project details, specifications and Schedules or any other relevant document supportive to project development prepared by the Employer.

8.0 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY PMC

The Employer will not provide office / residential accommodation or any other facilities, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail / Internet) and

support staff which they consider to carry out the services to the PMC. The PMC shall make their own arrangements and cost for the same shall be deemed to be included in their offer. After completion of the contract, all articles deployed by the PMC shall remain as their property.

9.0 STAFFING

The PMC professionals must have relevant experience complying to the requirement of Scope of Work, familiarity with the local conditions and prevalent local laws and must exhibit expertise in supervision of the concerned works. Staff nominated by the selected PMC must be confirmed as available for the project to do the scheduled work.

The PMC team must comprise of highly qualified and experienced Personnel, best suited for the assignment. PMC must provide CVs of Key Experts in their Technical Proposal. For qualification & experience details and deployment schedule, refer Clause 10 & 11 below. Further, refer clause 10.1.4 (b) of ITB, Section II.

10.0 QUALIFICATION & EXPERIENCE OF KEY PERSONNEL

The PMC shall provide the following key personnel comprising of Technical Expert with knowledge of latest techniques with respect to Construction of IWT terminal facilities & other allied work as per the Tender document. The tentative qualification and experience of key personnel required during execution of work are as under:

S.No	Position	Qualification Required	Roles and Responsibilities
1	Project Manager	B. Tech in Civil Engineering and Masters in project Planning and Management will be preferred. Work Experience of 15 years out of which at least 5 years in the same capacity and similar work i.e execution of port construction and allied activities of comparable characteristics is required.	He shall be responsible for the overall performance of the PMC's team at the project site. He shall be full time overall in charge for the PMC's supervision team for the entire project. The major task for the Project Manager shall include but not limited to the detailed scope of work mentioned in Clause 4.0.
2	Civil Engineer	Degree in Civil Engineering with not less than 6 years' experience or Diploma in Civil Engineering with not less than 10 years' experience in	Conduct regular supervision of works on day to day basis as per the detailed scope of work mentioned in Clause 4.0.

		port and IWT terminals.	
3	Mechanical/ Marine Engineer	Degree in Mechanical/Marine Engineering with not less than 6 years' experience or Diploma in Mechanical Engineering with not less than 10 years' experience in port and IWT terminals.	Conduct regular supervision of works on day to day basis as per the detailed scope of work mentioned in Clause 4.0.
4	Hydrographic Surveyor	Degree in Civil Engineering with not less than 6 years' experience or Petty Officer – SR-1 qualified / Diploma in Civil Engineering with not less than 10 years' experience in conducting Hydrographic Surveys.	Conduct regular supervision of works on day to day basis as per the detailed scope of work mentioned in Clause 4.0.
5	Admin Accounts Assistant	& Graduate with proficiency in English and with 5 years' experience in Computer application. Experienced in use of project monitoring, software, Accounts and civil engineering related project site offices will be preferable.	Conduct regular supervision of works on day to day basis as per the detailed scope of work mentioned in Clause 4.0.
6	Project coordinator at IWAI, Noida	Degree in Civil Engineering with not less than 6 years' experience or Diploma in Civil Engineering with not less than 10 years' experience in port and IWT terminals.	Coordinate with Staff in Myanmar, MEA, Embassy, contractor etc.

11.0 EXPECTED INPUTS

The PMC would need to provide details in respect of the persons proposed to be associated in providing the Services so as to complete the work in all respect within the time schedule. The composition and duration for the Supervision Services for the Supervision Team will be as per the Table given below and all personnel of the PMC will be stationed in between their respective stretches:

S.No	Position	No of Person	Remarks
1	Project Manager	01	
2	Civil Engineer	02	
3	Mechanical/Marine Engineer	02	

4	Hydrographic Surveyor	01	
5	Admin & Account Assistant	01	
6	Project coordinator(Noida)	01	

*Number of Manpower may increase / decrease depending upon the number of dredgers and working hours at site or as instructed by the Engineer-in Charge. For deployment schedule of Manpower, refer to Form FIN – 3 of Section V.

12.0 PAYMENT TERMS

- a) All the payment under this Consultancy services will only be made in INR to the successful Bidder. The PMC shall be paid for the services rendered as per the scope of work & Bill of Quantities.
- b) The PMC shall be paid man-month rate based on actual deployment depending upon the site conditions or as instructed & certified by the Engineer-in Charge as and when required. Man-month on pro-rata basis will be admissible as certified by IWAI representatives.
- c) At the time of submission of any bill, none of the requisite deliverables as specified in Clause 5 above shall be pending from the Consultant's side. Each bill will be duly supported by the requisite performance reports acceptable to the Employer and actual deployment records of Consultant's professionals during the period since previous bill. The Employer shall release the admissible payment as per the Contract within 30 days of receipt of the bill. However, if the deliverables submitted by the Consultant are not acceptable to the Employer, reasons for such non-acceptable should be recorded in writing; the Employer shall not release the payment due to the Consultant. This is without prejudicing the Employers right to take any other action as provided in the contract.
- d) Final payment shall be made by the Employer only after the Final Report & Statement have been submitted by the Consultant and approved by the Employer. The Consultant shall submit the Final Report & Statement to the Employer within 15 calendar days from the date of actual completion of work. However, the Consultant should note that he has to complete his entire obligations up to winding up of the execution contractor's documents and accordingly, no extra time & cost will be allowed to the Consultant to complete the assignment whatsoever be the reason. Moreover, payment against final bill will be released after due verification, all account checking, adjustment/ recovery

- e) The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The, PMC's, remuneration shall, be deemed to cover these items. Any taking of leave, by personnel shall, be subject to the prior approval of the Engineer-in charge and the PMC shall ensure that absence for leave purpose will not delay the progress and adequate supervision of the Services. The period for which the PMC's personnel will be on leave shall not be charged on the bill and the bill must be accompanied with the attendance record for the period. The work of the personnel of the PMC will have to be adjusted for proper supervision at all times when the work is in progress, without any over time according to the requirement at site. If any person of PMC is on a continuous **leave exceeding 3 days**, suitable substitute person shall be arranged for the leave period. The substitute person should be equal to or better qualified than the designated person. The substitute is only for the temporary leave period of the designated personnel.
- f) The proposed assignment is for a period of 36 months reckoned from the notice to proceed for work which shall be extendable subject to satisfactory performance of PMC. However, in the event of discontinuance of the contract during currency of the assignment, the payment due shall be paid as assessed by the Engineer-in Charge and Employer's decision in this regard shall be final.

SECTION - VII: STANDARD FORMS OF CONTRACT / GENERAL CONDITIONS OF CONTRACT

1. Conditions of Contract

- 1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 **“Employer”** means the Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected Consultant shall provide services as per the terms and conditions and ToR of the contract.
- 1.1.2 **“Principal/Owner”** refers to Inland Waterways Authority of India (IWAI)
- 1.1.3 **“Consultant / Project Management 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 Annexures / Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.
- 1.1.5 **“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial 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 **“GCC”** means General Conditions of Contract.
- 1.1.10 **“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.

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

1.1.25 “**Chief Engineer**” means the Chief Engineer, IWAI deputed for the projects under Employer.

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

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

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

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

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

1.2 **Marginal Headings:**

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

1.3 **Interpretation**

- a) In interpreting these conditions of contract, singular also means plural, male also means female or 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. Agreement Form;
 - ii. Integrity Agreement;
 - iii. Letter of Acceptance / Notice to proceed with the work;
 - iv. Conditions of Contract.
 - v. Schedule of the Price Bid;
 - vi. Technical Bid;
 - vii. Addenda / Corrigenda;
 - viii. 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 by registered post due to,

Chief Engineer (Tech)

Inland Waterways Authority of India

A - 13, Sector – 1,

Noida - 201301

Tel: (0120) 2474093

Email : ce.iwai@nic.in

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

Any communication or notice on behalf of the Employer, in relation to the contract may be issued to the Consultant by the Employer, and such communications and notices may be served on the Consultant either by 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 there under, the Chairperson on behalf of IWAI shall be entitled to exercise all the rights and powers of the Employer.

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

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

- i) Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liasoning for delivering the desired result.
- ii) The successful Consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial) within 21 days from the date of issue of LOA. Format of agreement is placed at Annexure-III. The conditions of the agreement shall be binding on the Consultant.
- iii) The acceptance of tender shall rest with the IWAI. IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of conditions of contract shall be brought to the notice of the Consultant and he shall be given an opportunity to explain the fact, but IWAI has right to withdraw in full or part of the work of the Consultant. In such event, payment shall be regulated as per Clause 2.7.4 below.

- vi) The Consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the Consultant will remain valid for 120 days & extended period (if any) after the last date of bid submission.
- xi) 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.
- xii) The Consultant shall not change the nature and level of technical experts as well as other staff indicated in the Bid.
- xiii) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xiv) The Consultant shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the Consultant of such termination in writing. The Consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the Consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xv) The Consultant shall make their own arrangements for the transport / TA / DA and accommodation & related expenses of their staff deployed for PMC supervision including visiting offices / offices of the classification society, statutory Authorities, stake holders including Govt. Dept. etc. as may be required in connection with this consultancy work, attending discussions / meeting/ presentations etc. with concerned authorities.

xvi) 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.

xvii) 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 2.7.4 below. In this regard, decision of Chairperson, IWAI shall be final and binding on the Consultant.

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

2.1 **Commencement & Completion of Contract:** The Consultant shall begin carrying out the services from the date of notice to proceed for work. The Consultant shall carry out the services in all respect as per the ToR to the entire satisfaction of the Employer for a period of 36 months from the notice to proceed for works (i.e. Completion period).

2.2 Extension / Reduction of Contract Period:

The proposed assignment is extendable for another 24 months subject to project requirement as well as satisfactory performance of the Consultant. The payment during the extended period shall be made as per clause 6 & 12 of the terms of reference.

In case of non-extension of the contract, 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, 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 circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.
- b. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or by or of such party's Sub-Consultants or agents or employees, (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the 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
 - ii. Continue with the services to the extent possible
- e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

2.5 **Suspension:**

The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultant fails to perform any of its obligations under this contract, including 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 Engineer-in-charge is beyond the Consultant’s control; then immediately upon the happening of any such events as aforesaid, the Consultant shall inform the Engineer-in-charge accordingly, but the Consultant shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The Consultant shall also request, in writing, for extension of time, to which he may

consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

2.6.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Consultant in writing, the Employers representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.

2.7 **Termination**

2.7.1 **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.

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

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

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

2.7.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.7.1 & 2.7.2 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 expenditures for this purpose to a minimum. Further, the Consultant shall submit the Final Report & Statement within the notice period as enumerated in Clause 5 & 12 of Section VI.

2.7.4 **Payment upon termination:** Upon termination of this contract pursuant to clauses 2.7.1 hereof, the Employer shall make the following payments to the Consultant:

- a) If the contract is terminated pursuant to clause 2.7.1, sub clauses (a) to (f), remuneration pursuant to clause 12 of ToR hereof for services satisfactorily performed prior to the effective date of termination, an amount equal to the months for which the Consultant worked from the date of the commencement of work to the effective date of termination worked out in proportion to the consultancy period stated in the contract less:

- 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) 2.7.1 at the sole discretion of the employer, the amount payable to the Consultant shall be in accordance with the provisions given in sub-clause (b) below.

- b) If the Contract is terminated pursuant to Clause 2.7.2 above, remuneration pursuant to clause 12 of ToR hereof for services satisfactorily performed prior to the effective date of termination shall be as an amount equal to the months for which the Consultant worked from the date of the commencement of work to the effective date of termination worked out in proportion to the consultancy period stated in the contract, less advance payments, if any, received by the Consultant up to the date of issue of the termination notice, less other due in terms of the Contract, less taxes due to be deducted at source in accordance with applicable law.
- c) If the termination takes place due to lack of performance / negligence in the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated Consultancy agency through engagement of third party.
- d) 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.

2.7.5 Disputes about events of termination: If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.7.1 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.

2.7.6 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 their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The Consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interest in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the Employers interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Consultant shall not engage and shall cause their personnel as well as their sub-Consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

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

3.4 Insurance to be taken out by the Consultant: The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. 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 Employer progress report of its activity as on 1st of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the ToR (iii) Places visited and officials contacted and (iii) problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies. Besides, the Consultant is to submit various reports as mentioned in Clause 5 of ToR, Section VI. The Consultant is required to make a presentation at appropriate place (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 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 and shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

4. Replacement of the Key Personnel

- 4.1 The replacement of the key personnel shall only be on health grounds of the individual. The Consultant shall not replace any of the Key Personnel without the written prior consent of the Employer. In case Consultant engages in such activity i.e. replacement of Key Personnel with or without Employers' prior consent, shall attract a deduction of 10% of remuneration of the replaced personnel for the remaining period of the contract. Further, for subsequent replacement of the same Key Personnel, it shall attract a deduction of 5% of remuneration of the replaced personnel for the remaining period of the contract. This shall be applicable for all the Key Personnel deployed in the Contract. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The Consultant shall submit medical certificate of such personnel intended to be replaced on health grounds which shall be signed by the Key Personnel and the Consultant.
- 4.2 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 qualifications and experience acceptable to the Employer. The deduction of remuneration shall be as per clause 4.1 above.
- 4.3 In the events specified above, the Consultant shall promptly submit the CV of the personnel proposed having equal or better qualification & experience than the personnel to be replaced and the Employer shall convey approval / rejection within a period of 7 days of receipt of such CV. In case the Employer does not convey the approval / rejection within 7 days of receipt of CV for the proposed replacement, the Consultant shall give a reminder to the Employer promptly and wait for the decision of the Employer for another 5 days from the receipt of such reminder by the Employer, if still the Employer fails to convey its approval / rejection

of the CV, then the CV shall be deemed to be accepted and such proposed personnel shall become eligible for deployment.

4.4 Such replacement at site should be arranged at the earliest but not later than 15 calendar days from the receipt of approval of the CV by the Consultant. If a replacement is not given within 15 calendar days, the Consultant shall pay to the Employer, fixed and agreed Liquidated Damages and not as penalty, @ 1% of the accepted monthly remuneration rate per day of delay subject to a maximum of 10% of the total value of the Contract.

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

5. Obligations and Responsibility / Inputs by IWAI:

5.1 IWAI shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project.

5.2 IWAI, if asked by the Consultant shall furnish Detailed Project Report of the project at the time of work execution only for taking reference.

5.3 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 be furnished, shall not be an excuse for improper preparation of reports / delay in preparation.

6. Security Deposit and Performance Guarantee

6.1 For All Bidders except MSME Registered Firms

The successful bidders' EMD will be converted in to Security Deposit (SD) and the successful bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB. Bank guarantee will not be accepted as security deposit. The bidder shall also deposit an amount equal to 3% of the awarded value of the work as performance guarantee (PG) in the form of irrevocable bank guarantee/ FDR (to be pledged in the name of Inland Waterways Authority of India) from nationalized / schedule bank in India with validity of 180 days beyond the contract completion period. This

Security deposit and performance bank guarantee/ FDR shall be submitted within 15 days after the issuance of LOA.

6.2 For MSME Registered Firms

Such Bidder, in case the work is awarded to it, has to submit Security Deposit of 5% of the contract value in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB and also has to submit 5% of the contract value as performance guarantee/FDR (to be pledged in the name of Inland Waterways Authority of India) in the form of irrevocable bank guarantee from nationalized / scheduled bank in India.

6.3 The total security deposit and performance guarantee/ FDR 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.

6.4 No interest will be paid on security deposit.

6.5 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 furnished by the Consultant. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the Consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.

6.6 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 3 days of receipt of the notice or 10 days from issuance of notice whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and / or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant.

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

7. Payment Terms

- (a) No advance payment shall be made.
- (b) Payment terms shall be as mentioned in clause 12 of ToR, Section VI, of this tender document.

7.1 Mode of Payment:

Invoices / Bills complete in all respects is to be raised by the Consultant to 'Chief Engineer (Tech), 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.

8. Arbitration

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

The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson,

IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a Public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

9. Laws Governing the Contract

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

- iii. Courts in 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.

10. Professional Liability

10.1 Except in gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to client's property shall not be liable to client:

10.1.1 For any indirect or consequential loss or damage; and

10.1.2 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 Consultants hereunder.

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

11. Miscellaneous Provisions

- i. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Consultant notifies the employer of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.
- iv. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- v. 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.

- vi. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- vii. The Consultant shall at all times indemnify and keep indemnified the employer against all claims by employees, workman, Consultants, Sub-Consultants, suppliers, agent (s), employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- ix. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their Employer.

SECTION - VIII: ANNEXES

ANNEX - I INTEGRITY AGREEMENT

To be signed by the Bidders' and the same is to be signed by Authorized Signatory / Competent Employer on behalf of IWAI.

This Integrity Agreement is made at on thisday of 2018

BETWEEN

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

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

AND

.....

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble:

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar"

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

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

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

Article 1: Commitment of the Principal/Owner

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

can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAJ all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.

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

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down

procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the bidder/consultant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government

or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Consultants

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant 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/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder / Consultant)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place :

Date :

ANNEX - II: 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 “Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar”, 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 there under and the **Consultant** shall have no claim against us for making such payment.
3. We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultant** and accordingly discharge this Guarantee after 90 days 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 OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.
8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2018
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

**Project Management Consultancy Services for Port & IWT
components of KMTT Project in Myanmar**

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTING FIRM

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

WHEREAS IWAI is desirous of giving Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar 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.

WHEREAS THE CONSULTANTING FIRM has agreed to undertake the Consultancy Services for providing Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar on Terms and Conditions herein after set forth.

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

The Consultant shall undertake the Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar 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.

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

- a) Agreement Form
- b) Integrity Agreement
- c) Letter of Acceptance
- d) Condition of contract
- e) Schedule of the price bid
- f) Technical Bid.
- g) Addenda/Corrigenda
- h) Minutes of Pre-bid Meeting
- i) All Correspondences
- j)
- k)
- l)
- m)

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

On behalf of IWAI

On behalf of Consultant

Name & Signature of the
Authorised Representative

Name & Signature of the Authorised
Representative

Witnesses, IWAI

- 1)
- 2)

.....

And this deed was duly executed by

Shri.....for the Consultant above named in the
presence of

Witnesses of Consultant

- 1)
- 2)

ANNEX -IV: DETAILS OF BANK ACCOUNT

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

NAME OF THE PROJECT: _____

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

Bank Account Number : _____
RTGS/NEFT/IFSC CODE : _____
NAME OF THE BANK : _____
ADDRESS OF THE BRANCH : _____
OF THE BANK
BRANCH CODE : _____
ACCOUNT TYPE
(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory
Name & Designation

Date:

Place

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.

Signatory

Date:

No._____

Name:_____

Official Seal/Stamp

Authorized

Authorization

ANNEX-VI: TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Date:

**Chief Engineer (Tech),
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: - Project Management Consultancy Services for Port & IWT components of KMTT Project in Myanmar.

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in 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(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

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

