



**REQUEST FOR PROPOSAL FOR
ENGAGEMENT OF DEA EMPANLED
TRANSACTION ADVISOR FOR PROVIDING
ADVISORY SERVICES FOR DEVELOPMENT &
OPERATIONALIZATION OF NW-10, NW-28 &
NW-85 IN MAHARASHTRA THROUGH PPP**

TENDER No. IWAI/HY/Maha-NWs/2022

**INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Ports, Shipping & Waterways, Govt of India)
A-13, Sector-1 Noida-201301**

November 2022

<https://iwai.nic.in/waterways/dpr-report>

Subject: Request for Proposal (RFP) for selection of DEA empanelled transaction advisor for providing advisory services for development & operationalization of NW-10, NW-28 & NW-85 in Maharashtra through PPP.

To

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.....
.....

Sir/Madam

1. Inland Waterways Authority of India (hereinafter called "Employer") propose to appoint a transaction advisor for providing advisory services for development & operationalization of NW-10, NW-28 & NW-85 in Maharashtra through PPP.
2. This bid is only open for DEA empanelled Transaction Advisors as provided in the DEA publication Transaction advisors for PPP Projects: Manual for use of the Panel.
3. More details on the consultancy services are provided under Terms of Reference in this RFP document. Your firm is now invited to submit its proposal as per the RFP document available on our departmental website www.iwai.gov.in & eprocure. Separate proposals (technical and financial) should be submitted. The technical proposals should have separate team of experts.
4. A pre-bid meeting will be held online on 21.11.2022 at 1500 hrs. The last date and time for submission of proposal is 12.12.2022 till 1500 hrs

Yours sincerely

^(Director(MM))

IWAI Noida

DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Applicants or any other person. The purpose of this Tender 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 Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this 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 Applicant 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 an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and IWAI reserves the right to accept / reject any or all of 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 Application.

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

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TOTAL 137 PAGES

SECTION-I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping & Waterways, Government of India)

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

Tel: (0120) 2527667, 2522969 Fax (0120) 2522969

Email: ce@iwai.gov.in

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

No. IWAI/HY/Updation of DPR/2022

NOTICE INVITING E-TENDER

1 Introduction:

Inland Waterways Authority of India (IWAI) invites online Tenders/Bids from reputed Consulting firms in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “REQUEST FOR PROPOSAL FOR ENGAGEMENT OF DEEMMANELED TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN MAHARASHTRA THROUGH PPP”

2 Critical Data sheet:

Emmanelled firms may download the Tender document online from the website https://eprocure.gov.in/eprocure/app and IWAI’s website “www.iwai.nic.in” and are advised to pay INR 5,900/- (Rupees Five Thousand Nine Hundred only) as the cost of Bid document deposited to IWAI fund.

Document download start date	05.11.2022 at 1000 hrs
Last date of submission of pre-bid queries	21.11.2022 up to 1100 hours
Pre-bid meeting	21.11.2022 at 1500 hrs
Bid Submission Start Date	22.11.2022 from 1500 hrs
Bid Submission Last Date	12.12.2022 up to 1500 hrs
Bid Opening date	13.12.2022 at 1500 hrs
Cost of tender document	INR 5,000 + 18% GST= Rs 5,900/-

3 Brief Scope of the work:

- (i) The Parliament of India in the year 2016 enacted the National Waterways Act 2016 vide which additional 106 National Waterways were declared. Total 13 nos National Waterways either pass through or are in the state of Maharashtra.
- (ii) After declaration of National Waterways, IWAI prepared the FSR in the first instance and the waterways that were found feasible, DPR's were prepared for these National Waterways. The FSR and DPR can be accessed through the links <http://iwai.nic.in/fsr-report> and <http://iwai.nic.in/waterways/dpr-report> respectively.
- (iii) From the point of view of development based on the cargo potential, tourism potential IWAI categorised national waterways into 3 categories A, B, C.
- (iv) In the state of Maharashtra 4 nos National Waterways has been categorised as Category A viz River Amba(NW-10), NW-28 (Dabhol Creek-Vashishti River), NW-85 (Revadanda Creek & Kundalika River) & NW-100 (River Tapi). River Tapi passes through the State of Gujarat and Maharashtra.
- (v) The Chairman, IWAI through this RFP intends to appoint a transaction advisor to submit a business plan for operationalization of 3 national waterways i.e. NW-10, NW-28 and NW-85.
- (vi) The detailed Terms of Reference (ToR) / scope of the work shall be as in the Section-VI of this document.

4 Method of Selection:

Bidder will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this Tender document.

5 Clarifications:

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

The Chairman
Inland Waterways Authority of India

A-13, Sector – 1,

Noida-201301

Tel: (0120) 2527667, 2522969 Fax (0120) 2522969

Website: www.iwai.nic.in

Email: chairman.iwai@nic.in ,

mt.iwai@nic.in, vcidialani@iwai.nic.in srafat.iwai@nic.in

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

**Chairman
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 Ports, Shipping & Waterways, 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).
- 1.2 Inland Waterways Authority of India primarily undertook the work of development activities in 5 National waterways i.e National Waterway No-1 (Allahabad-Haldia Stretch of the Ganga Bhagirathi- Hooghly River) Act, 1982, National Waterway No-2 (Sadiya-Dhubri Stretch of Brahmaputra River) Act, 1988, National Waterway No 3 (Kollam-Kottapuram Stretch of West Coast Canal and Champakara and Udyogmandal Canals) Act, 1992 , National Waterway No-4 (Talcher-Dhamra Stretch of Rivers, Geonkhali- Charbatia Stretch of East Coast Canal, Charbatia-Dhamra Stretch of Matai River and Mahanadi Delta Rivers) Act, 2008 and National Waterway No-5 (Kakinada-Puducherry Stretch of Canals and the Kaluvelly Tank, Bhadrachalam-Rajahmundry Stretch of River Godavari and Wazirabad- Vijayawada Stretch of River Krishna) Act, 2008 under the ambit of IWAI Act 1985.
- 1.3 Among the various interventions being undertaken by IWAI is construction of multi modal terminal, setting up of floating terminals at various locations, setting up of RIS services, provision of Ro-Ro services dredging across the across the aforementioned national waterways.
- 1.4 The Parliament of India in the year 2016 enacted the National Waterways Act 2016 vide which additional 106 National Waterways were declared. Total 13 nos National Waterways either pass through or are in the state of Maharashtra.

- 1.5 After declaration of National Waterways, IWAI prepared the FSR in the first instance and the waterways that were found feasible, DPR's were prepared for these National Waterways. The FSR and DPR can be accessed through the links <http://iwai.nic.in/fsr-report> and <http://iwai.nic.in/waterways/dpr-report> respectively.
- 1.6 From the point of view of development based on the cargo potential, tourism potential IWAI categorised national waterways into 3 categories A, B, C.
- 1.7 In the state of Maharashtra 4 nos National Waterways has been categorised as Category A viz River Amba(NW-10), NW-28 (Dabhol Creek-Vashishti River), NW-85 (Revadanda Creek & Kundalika River) & NW-100 (River Tapi). River Tapi passes through the State of Gujarat and Maharashtra.
- 1.8 A total cargo movement of 108.79 MMT through the national waterways happened during the F.Y 2021-22 out of which the cargo movement through the state of Maharashtra was around 40 MMT duly accounting for 40% of cargo movement across the country.
- 1.9 It was deliberated that total 13 nos National Waterways either pass through or are in the state of Maharashtra and most of the ports in the state of Maharashtra have been developed on PPP basis and are functioning to its full potential and are augmenting their capacity/movement year by year in a planned way.
- 1.10 It was accordingly decided that we may develop the NWs in Maharashtra through PPP mode and firstly take on the development of Cat-A National waterways.

- 1.11 In the state of Maharashtra 4 nos National Waterways has been categorised as Category A viz River Amba (NW-10), NW-28 (Dabhol Creek-Vashishti River), NW-85 (Revadanda Creek & Kundalika River) & NW-100 (River Tapi). River Tapi passes through the State of Gujarat and Maharashtra
- 1.12 To initiate the process of PPP, appointing a Transaction Advisor (TA) is among the key process. This scheme has been formulated to appoint a transaction advisor as prescribed in DEA manual.
- 1.13 The transaction advisor does all the detailed financial, technical and legal work required to implement the proposed project. Transaction advisory services are the third party services obtained from professional firms.
- 1.14 TA help us handle all the tasks associated with transactions from the start to the end and thus act as the business's support system and meet requirements for expansion.
- 1.15 The Transaction Advisor will be required to produce comprehensive feasibility analysis for all components of the Project, including assessment of alternate methods of project delivery and operation. This must enable the Government to determine:
- Full project cycle costs
 - Affordability limits
 - Risks and their costs
 - Optimal value-for-money (VfM) methods of procurement and delivery.
- 1.16 The Transaction Advisor will also conduct market sounding of potential developers and/or operators of the Project, so as to inform the relevant sections of the feasibility study. The Phase 1 deliverables required of the Transaction Advisor are set out in detail below.

- 1.17 The Transaction Advisor will comprise a team, managed by a single lead advisor. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in these terms of reference. Each individual on the team must be personally available to do the work as and when required. The lead advisor will be held accountable, in terms of the transaction advisor contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

2. Introduction

- 2.1 The Employer will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in Clause 16 under Section- II: Instructions 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
- 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 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, completion period stipulated in the order and actual completion period / date / status. The completion certificate awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. The Bidder can provide the details of the works that have been substantially completed. **“Substantially Completed Works”** means the works where financial value of similar works

satisfactorily completed till Bid Submission Date exceeds the similar work requirements as stipulated in Clause 16.1 of ITB. Substantial completion of works shall be supported by client certificates with the details of name of the work, name and extent of similar work, work order value, start date, percentage of similar work completed till date. In case the work was performed by the Bidder in JV, the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate. In case the work was performed by the bidder as a sub-Consultant, the bidder shall submit completion certificate awarded to it by the main Consultant.

- 3.2 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in Clause 3.2 above is mandatory to qualify.
- 3.3 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.4 Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public-sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.5 The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered unless the parent company/subsidiary/sister company is part of the JV/consortium participating in the Bid.
- 3.6 The Bidder shall offer and make available the list of all Key Personnel and Non-key resource as mentioned in Section - III Data Sheet meeting the requirements specified in Clause 6 of Section – VI: Terms of Reference. Each of the Key Personnel and Non-key resource must fulfil the conditions of eligibility with respect to Qualifications and Experience as outlined in Clause 6.2 of Section – VI.

- 3.7 Bidder should have, during the last three years (2019-20-2021-22) neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 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 a 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 will be held online as per the following link

Join Zoom Meeting

<https://us06web.zoom.us/j/86153753749?pwd=R0VmYVl5VWdzdHhEZnJhQXl6a3ZWQT09>

Meeting ID: [861 5375 3749](#)

Passcode: 1Js84T

Bidders willing to attend the pre-bid 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.

During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour 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 4I, 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 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.
- 5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender document as a result of a clarification, it shall do so following the 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) in writing or by e-mail. The information of issue of such amendment will be uploaded on the Employer's website and will be binding on the bidders. The bidders shall acknowledge receipt of all amendments. To give reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in"

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:

7. EMD

- 7.1 Bidders shall furnish EMD of the amount as mentioned in Section III Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy

issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules. In case of a JV, the EMD shall be furnished by the Lead Member (refer clause 6.9.11 of ITB)

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

7.2 Bids not accompanied by EMD shall be rejected as non-responsive.

7.3 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

7.4 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.

7.5 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 Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
- (iv) 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)
- (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (vi) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work
- (vii) If the Bidder fails to furnish the security deposit in accordance with conditions of

contract.

- (viii) 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.

8 Cost of Tender Document

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules are required to pay the cost of Tender Document as mentioned in Section-III, Clause 8 of Data Sheet through RTGS. The cost of Tender Document is Non-Refundable. In case of a JV, refer clause 6.9.11 of ITB.

- | | |
|----------------------------|--|
| i.) Name of Bank Account: | IWAI FUND |
| ii.) Bank Name and Address | Canara Bank, Sector – 18, Morna, Noida |
| iii.) Bank Account Number | 90622150000086 |
| iv.) IFSC | CNRB0018778 |

9 Bank Solvency

All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India for the amounts 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. The bank solvency certificate shall be from any Nationalized/Scheduled Bank in India in the name of the bidder. The bank solvency certificate can be submitted by any one member of the JV / Consortium and the name of

that member submitting the bank solvency certificate shall be mentioned in the JV / Consortium Agreement.

10 Taxes

The Bidders shall fully familiarise themselves with the applicability of all types of taxes (such as inter alia Income Taxes, custom duties, fees, levies, GST and any other taxes). All such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The reimbursement shall be made as per the applicable taxation rules and regulations.

11 Currency

Bidders shall express the price of the consultancy work in Indian Rupees.

12 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.

13 Bid Validity

The 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. 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 have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

14 Number of Bids

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

15 Bids by Joint venture/consortium- Not applicable

~~15.1.1 The Joint Venture/consortium can be entered between two or more firms and limited to maximum three firms.~~

~~15.1.2 The lead member should have highest share of participation in a JV/consortium.~~

~~15.1.3 In case the bidder is a JV of two members then the minimum share of the 2nd member shall be 25%. In case the bidder is JV/consortium of three members then the minimum share of 2nd and 3rd member shall be 15% each, with total share of all the JV/consortium members being 100%.~~

~~15.1.4 There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in Form 4L). The Bidder has to submit either of the following:~~

~~15.1.4.1 A copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document Or~~

~~15.1.4.2 A documentary proof of "intent of forming~~

~~JV/consortium" on Rs.100/- notarized stamp paper at the time of submission of bid. The successful bidder will however be required to submit the copy of Joint Venture Agreement in accordance with requirements mentioned in this Tender document after issuance of Letter of Intent and before signing of agreement. The members of JV/Consortium shall incorporate a Company and register the same under the provisions of Companies Act, 2013, (as their wholly owned subsidiary) to execute the Project, if awarded to the JV/Consortium.~~

~~The Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:~~

- ~~———— Name of the Lead Partner~~
- ~~———— Clearly mentioned Percentage share of JV / Consortium members adhering to the clause 6.9.3 mentioned above.~~
- ~~———— “All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms”~~

~~15.1.5 Lead partner’s authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners/members of JV/consortium.~~

~~15.1.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner in charge. A copy of the said authorization shall be furnished in this Bid.~~

~~15.1.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner in charge of the remaining Joint Venture/consortium. The partner in charge shall, within 60 days of the~~

~~said notice, assign the work of the defaulting partner to any other
equally competent party acceptable to the Employer to ensure the
execution of that part of the Contract, as envisaged at the time of bid.
Failure to comply with the above provisions will make the Consultant
liable for action by the Employer under the Conditions of Contract. If
the Lead Partner, defined as such in the Communication approving the
qualification, defaults, it shall be construed as default of the Consultant
and Employer will take action under the Conditions of Contract.~~

~~15.1.8 Notwithstanding the permission to assigning the responsibilities of the
defaulting partner to any other equally competent party acceptable to
the Employer as mentioned in sub clause 6.9.7 above, all the partners
of the Joint Venture/consortium will retain the full and undivided
responsibility for the performance of their obligations under the
Contract and/ or for satisfactory completion of the Works.~~

~~15.1.9 The bid submitted shall contain all relevant information for each
member of JV/consortium as per the requirement stipulated under
clause 10.1 of ITB~~

~~15.1.10 Lead member should have stake in the Joint Venture / consortium as
stipulated in Clause 6.9.3 of Instructions to Bidders (ITB) and it should
be clarifying the proposed responsibilities as per the format in Form
4L. However, the JV / Consortium members together shall meet the
overall qualification Criteria stipulated in Clause 16.1 if ITB.~~

~~15.1.11 For sustainability of JV, refer clause 12 of Standard form of Contract.~~

16. Conflict of Interest

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

16.2 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.

16.3 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.

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

17. Acknowledgement by Bidder

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

- 17.1 Made a complete and careful examination of the Tender for Consultancy;
- 17.2 Received all relevant information requested from the Employer;
- 17.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 17.4 Acknowledged that it does not have a Conflict of Interest; and
- 17.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

18.Guidelines for e-submission of the Bids

- 18.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 18.2 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.
- 18.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should

provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Consultants/Bidders through email id provided.

- 18.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 18.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 18.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 18.7 Consultant/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 18.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 18.9 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.
- 18.10 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.
- 18.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 18.12 From the favourite’s folder, he selects the tender to view all the details indicated.
- 18.13 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.
- 18.14 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.

- 18.15 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.
- 18.16 Bidder should submit the Cost of Tender Document/ EMD for the amount as specified in Section –III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 18.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 18.18 The Bidder has to select the payment option as offline to pay the Cost of Tender Document/ EMD as applicable and enter details of the instruments.
- 18.19 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.
- 18.20 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.
- 18.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 18.22 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.

- 18.23 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.
- 18.24 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.
- 18.25 The Bidder should ensure/see that the Bid documents submitted are free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 18.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 18.27 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.
- 18.28 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.
- 18.29 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.

- 18.30 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.
- 18.31 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.
- 18.32 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

19. Submission of Bids

Online Bids submitted without hard copies of original payment instruments i.e. Tender document fee and EMD shall automatically become ineligible and shall not be considered. The Cost of Tender Document shall be non-refundable.

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

19.1 Cover-I: Technical Bid

19.1.1 Enclosure – I

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

identity card (passport/Driving licence/Voter's ID etc.) of the authorised representative.

- h. Bidder information form (Form 4H)
- i. Composition/Ownership/Shareholding pattern of the organization
- j. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- k. Registration/incorporation certificate of the company/Firm.
- l. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.
- m. Power of Attorney for lead member of the JV/Consortium as per Form 4J

19.1.2 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 i.e. 2019-20 to 2021-22.
- b. Scanned copy of Good & Service Tax (GST) Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Form 4C for average annual turnover
- e. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- f. Integrity agreement

19.1.3 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 projects executed by the bidder in last seven years (2015-16 to 2021-22). The

submitted certificates shall comply to 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 on-going 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. List of litigation history, if any.

19.1.4 Enclosure – IV

- a. Scanned copies of following keeping in view the scope of work listed in the ToR:
 - (i) The approach to the work and methodology to be adopted, and
 - (ii) Detailed work plan
- b. Scanned copy of the list of experts/key personnel (Form 4E) with complete signed CV's, adhering to the following requirements:
 - (i) The Key Personnel must be permanent and full-time employee(s) of the firm.
 - (ii) The Bidder is to ensure that the time allocated for the key personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects/clients) for the Key Personnel.
 - (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
 - (iv) The Key Personnel shall remain available for the period 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 Key Personnel and the authorized signatory of the Bidder. Scanned signatures on the CV's shall not be accepted. The employer may seek replacement of any of the CV's it finds unsuitable/not meeting the criteria stipulated in the tender document.
- (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender document.
- (viii) The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.
- (ix) Since the replacement of key personnel affects the marking of technical evaluation of the bids, the bidders shall strictly observe that there shall be no replacement/change in the key personnel proposed by the Consultants at the time of signing of contract from the key personnel proposed by the Consultant at the time of bidding. For any reasons whatsoever if the bidder engages in replacement of key personnel there shall be a deduction of 10% from the total remuneration of the replaced personnel.
- (x) During execution of work, the replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the Consultant and is no longer an employee of the Consultant. 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, such action shall attract a deduction of 5% of remuneration of the replaced personnel. 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.

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

19.2 Cover-II: Financial Bid

Financial Bid in excel format (BoQ_1) 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 Bidders will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project. The price quoted shall also include the Bidders representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, secretarial staff, their salary, allowances, overhead expenditure etc.
 - (b) All duties, taxes, 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 except for service tax which will be quoted separately as per the format in Form Fin – 2 and which will be reimbursed to the Bidder on producing proof of payment. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

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

20. Extension of Bid submission date

The employer may extend the date of submission of bids by issuing an addendum and uploading the same on Employer's website.

21. Late Proposals

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

22. 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 guidelines for online submission of bids, mentioned under clause 9 of ITB, have been read and understood by the bidder.

23. Modification / Substitution / Withdrawal of Bids

The bidders may modify, substitute or withdraw their tender after submission before the submission deadline as mentioned NIT in this tender document through e-Procurement Mode.

No bid shall be modified after the deadline for submission of bids.

24. Bid opening and evaluation process

- 24.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. 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.
- 24.2 The employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.
- 24.3 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.
- 24.4 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 16.1 of ITB. Only responsive Proposals shall be further taken up for evaluation. A Bid shall be considered responsive only if:

- 24.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11.
- 24.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
- 24.4.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 24.4.4 It does not contain any condition or qualification or suggestion or submission.
- 24.4.5 It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1 of ITB.
- 24.5 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.
- 24.6 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.
- 24.7 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. In case a bidder sends a representative on its behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

25. Bid evaluation

25.1 Qualification criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 17.1.1 to 17.1.4 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

25.1.1 Qualification criteria for consultancy services

The bidder should have successfully completed and/or substantially completed “Similar Works” in the previous 7 (seven) years (2015-16 to 2021-22) ending from the Bid Submission Last Date as per the criteria specified below:

- (i) Three similar works each costing not less than INR 80 Lakhs; or,
- (ii) Two similar works each costing not less than INR 100 Lakhs; or
- (iii) One similar work costing not less than INR 158 Lakhs.

For this purpose, the “**Similar Works**” means working as Transaction Advisor for PPP projects IWT/Ports/Shipping Sector. Substantially completed works are those which are 75% complete in terms of ToR and contract value.

25.1.2 Qualification criteria for Average Annual Turnover for last 3 financial years i.e. 2019-20 to 2021-22

Average annual turnover of the Bidder from consultancy services for last 3 financial years i.e. 2019-20 to 2021-22 should be at least INR 60 Lakhs.

25.1.3 Qualification Criteria for Work Plan and Methodology Statement

- i. The Bidder shall submit the work plan indicating the schedule in bar chart format and approach to work.
- ii. The Bidder shall submit the detailed methodology to be adopted for preparation of detailed project report / feasibility study and other relevant requisites to be covered as per the scope of work.

25.1.4 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.

25.2 Technical Evaluation

25.2.1 The points earmarked for evaluation of Technical Bids would be as follows:

Detailed marking scheme

In the first stage, the Technical bid will be evaluated on the basis of the bidder’s experience, and experience of its key personnel. Only those bidders whose Technical Bids score 60 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST). The scoring criteria to be used for evaluation shall be as follows.

Table 1: General Evaluation Criteria

Item Code	Parameter	Maximum Marks
1	Technical presentation	50
2	Qualifications and competence of the key staff for the assignment	50
	Grand Total	100

Table 2: Technical presentation on the subject and Adequacy of the proposed Approach & Methodology in responding to Terms of Reference:- 50 Marks

S No	Description	Marks
1	Technical presentation	30
2	Work Plan	10
3	Quality of Approach and Methodology	10

Table 3: Qualification and Competence of the Key Professionals for the assignment shall be evaluated. The weight age for various key staffs are as under:

S. No.	Description	Marks
1.	PPP Expert cum Team Leader- 1 no	15
2.	Finance Expert	9

3.	Traffic Expert	6
4.	Infrastructure Expert	8
5.	Legal Expert	6
6.	Traffic Surveyor	6
Total Marks		50

#	Expert	Educational Qualification	Professional experience	Scoring pattern and maximum marks		
1	PPP Expert cum Team Leader	Graduation in engineering in any discipline and MBA/ equivalent	Essential Criteria: 1. Minimum 10 years of total work experience Preferred Criteria: 1. Minimum five (05) years of experience in feasibility studies, financial analysis, financial modelling, business plan and Bid/ PPP advisory of transportation infrastructure	Maximum marks: 15		
				Criteria	Scoring pattern	Maximum marks
				Total Work Experience	– 10 years: 4 marks – More than 10 years: 5 marks	5
				Experience in feasibility studies, financial analysis, financial modelling, business plan and Bid/ PPP advisory of transportation infrastructure project	– 5 years: 4.5 marks – More than 5 years: 6 marks	6
				Experience in transaction advisory projects in India	– 2 projects: 3 marks – More than 2 projects: 4 mark	4

#	Expert	Educational Qualification	Professional experience	Scoring pattern and maximum marks		
			projects including IWT/ Ports / Railway Sectors, etc.	Total		15
			2. Should have assisted in transaction advisory services for the projects in India			
2	Traffic Expert	Graduation in any discipline and Post-graduation or equivalent in any field	Essential criterion: Minimum 5 years of total work experience Preferred criteria: 1. Minimum five (05) years of experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects	Maximum marks: 6		
				Criteria	Scoring pattern	Maximum marks
				Total Work Experience	– 5 years: 2.5 marks – More than 5 years: 3 marks –	3
				Experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects	– 5 years: 2.5 marks – More than 5 years: 3 marks	3

#	Expert	Educational Qualification	Professional experience	Scoring pattern and maximum marks		
			benchmarking for transportation & logistic projects involving river and / or maritime transport including IWT/ Ports / Railway/ Aviation sector			
				Total		6
3	Infrastructure Expert	Graduation in engineering in any discipline and Post-graduation or equivalent in any field	Essential criterion: Minimum 8 years of total work experience Evaluation criteria: 1. Minimum eight (08) years of overall experience in Infrastructure projects in IWT / Ports / Multi Modal/ Railway/ Roads Sector	Maximum marks: 8		
				Criteria	Scoring pattern	Maximum marks
				Total Work Experience	– 8 years: 3 marks – More than 8 years: 4 marks	4
				Experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects involving river and / or maritime	– 8 years: 3 marks More than 8 years: 4 marks	4

#	Expert	Educational Qualification	Professional experience	Scoring pattern and maximum marks		
				transport including IWT/ Ports / Railway/ Aviation sector		
				Total		8
4	Finance expert	MBA/ PGDM or equivalent	Essential criterion: Minimum 5 years of total work experience 1. Minimum five (05) years of experience in financial assessment, due diligence, financial modelling for projects in the transportation sector preferable in IWT / Ports / Multi Modal/ Railway/	Maximum marks: 9		
				Criteria	Scoring pattern	Maximum marks
				Total Work Experience	– 5 years: 4 marks – More than 5 years: 5 marks –	5
				Experience in financial assessment, due diligence, financial modelling for projects in the transportation sector preferable in IWT / Ports / Multi Modal/ Railway/ Roads Sector	– 5 years: 3 marks – More than 5 years: 4 marks	4
				Total		9

#	Expert	Educational Qualification	Professional experience	Scoring pattern and maximum marks		
			Roads Sector			
5	Legal expert	LLB/ LLM	Essential criterion: Minimum 8 years of total work experience Preferred criteria: 1. Minimum eight (8) years of experience in reviewing of Contract Documents / Concession Agreements in Infrastructure sector including experience in PPP Projects	Maximum marks: 6		
				Criteria	Scoring pattern	Maximum marks
				Total Work Experience	– 8 years: 2.5 marks – More than 8 years: 3 marks –	3
				Experience in reviewing of Contract Documents / Concession Agreements in Infrastructure sector including experience in PPP Projects	– 8 years: 2.5 marks – More than 8 years: 3 marks	3
				Total		6
6	Traffic	Graduation	Essential	Maximum marks: 6		

#	Expert	Educational Qualification	Professional experience	Scoring pattern and maximum marks																	
	Surveyor	in any discipline	criterion: Minimum 5 years of total work experience Preferred criteria: Minimum five (03) years of experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects involving river and / or maritime transport including IWT/ Ports / Railway/ Aviation sector	<table><tr><th>Criteria</th><th>Scoring pattern</th><th>Maximum marks</th></tr><tr><td rowspan="3">Total Work Experience</td><td>– 5 years: 2.5 marks</td><td rowspan="3">3</td></tr><tr><td>– More than 5 years: 3 marks</td></tr><tr><td>–</td></tr><tr><td rowspan="2">Experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects involving river and / or maritime transport including IWT/ Ports / Railway/ Aviation sector</td><td>– 5 years: 2.5 marks</td><td rowspan="2">3</td></tr><tr><td>– More than 5 years: 3 marks</td></tr><tr><td colspan="2">Total</td><td>6</td></tr></table>	Criteria	Scoring pattern	Maximum marks	Total Work Experience	– 5 years: 2.5 marks	3	– More than 5 years: 3 marks	–	Experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects involving river and / or maritime transport including IWT/ Ports / Railway/ Aviation sector	– 5 years: 2.5 marks	3	– More than 5 years: 3 marks	Total		6		
Criteria	Scoring pattern	Maximum marks																			
Total Work Experience	– 5 years: 2.5 marks	3																			
	– More than 5 years: 3 marks																				
	–																				
Experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects involving river and / or maritime transport including IWT/ Ports / Railway/ Aviation sector	– 5 years: 2.5 marks	3																			
	– More than 5 years: 3 marks																				
Total		6																			

NOTE: If the Key Personnel proposed in the CV does not fulfill the minimum academic qualification, the overall score of his CV will be evaluated as zero. All such Key Personnel (whose CV scores less than 75% or who does not fulfil the minimum qualification) will have to be replaced by the firm. The firm will be intimated for replacement of such personnel and work will be awarded after receipt of CV's fulfilling the tender criteria.

Key personnel qualification and competencies will be evaluated as per clause 25.2 and provide a technical score (KeyP).

Shortlisting of Bidders

The bidders ranked on the basis of technical score (St), not more than five shall be pre-qualified and shortlisted for price evaluation in the second stage. The Minimum technical Score to pass the technical evaluation stage is 70 marks out of total 100 marks.

Combined technical score will be calculated in a following manner

Particulars	Score
Marks for Technical Presentation (Tech PPT)	TechPPT
Marks to Key Personnel	KeyP
TechPPT- KeyP Weightage (Pw:Kw)	60:40
Combined Technical Score Calculation	$S_t = P_w * \text{TechPPT} + K_w * \text{KeyP}$

Score of Financial Proposal

The Financial score shall be the financial proposal submitted by the empaneled TA (S_f) will be calculated in a following manner

- The lowest evaluated Financial Proposal (F_{\min}) is given the maximum financial score (S_f) of 100.
- The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:

$S_f = 100 \times F_{\min} / F$, in which " S_f " is the financial score, " F_{\min} " is the lowest price, and " F " the price of the proposal under consideration.

Final Evaluation

A combined score of Technical and Financial will be evaluated. The successful Bidder shall be selected as per the following procedure:-

- (i) The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where $Tw=0.70$ and $Fw=0.30$ (Tw =the weight given to technical proposal; Fw =weight given to the financial proposal; $Tw+Fw=1$)
- (ii) Final Score (S) would be arrived at using the following formula:
$$S = S_t \times Tw + S_f \times Fw$$
- (iii) The Bidder achieving the Highest Combined Score will be successful Bidder/Selected Bidder

26. Award of Contract

- 26.1 The Employer shall issue a Letter of Award to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 26.2 The Consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in Section VII, within 15 days of issuance of the Letter of Intent.
- 26.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet

27. Insurance

- 27.1 The Consultant shall maintain at his own cost personal and accident insurance for all his Personnel and property as considered satisfactory by the Client 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. Client shall not be responsible for any such events or effects thereof. A statement to this effect may be submitted with the offer.

28. Indemnity

- 28.1 It shall be deemed that by submitting the Bid, the Bidder agrees and releases 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.

29. Fraud and Corrupt Practices

- 29.1 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 alia, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder’s Proposal.
- 29.2 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.

30. 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

DATA SHEET

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
1.	2.1	Employer	The Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job	RFP FOR ENGAGEMENT OF DEEMAN-TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN MAHARASHTRA THROUGH PPP
3.	3	Method of Selection	Quality and Cost Based Selection (QCBS)
4.	19	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	Date: 12.12.2022 Time: Latest by 1500 Hrs (IST) Submission: Online submission Address: Chairman, IWAI Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4	A pre-Bid meeting will be held on	Date : 21.11.2022 Time: 1500 hrs Venue: Online /Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
6.	5.1	Last date for	Date : 21.11.2022

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
		seeking clarifications	Time : 1100 hrs Email Id: chairman.iwai@nic.in , mt.iwai@nic.in , srafat.iwai@nic.in
7.		Estimated Cost	Rs 1,98,12,600/- + applicable taxes
8.	7.1	EMD	Rs 4.0 Lakhs
9.	8	Cost of Tender Document	INR 5,900/- (Rs 5000 + 18% GST)
10.	9	Bank Solvency	Rs 80 Lakhs
11.	3.4 & 16.1.2	Average Annual Turnover	Rs 60 Lakhs
12.	13	Bid Validity	120 days after opening the Technical Bid
13.	25	Similar Works	As stipulated in Clause 25.1.1 of ITB
14.	-	JV/consortium allowed	Not allowed
15.	25.2.1	The estimated type of Key Personnel required	25.2.1 of ITB
16.	-	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

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
			Bidders
			FORM 4J: Power of Attorney for Lead Member of JV/Consortium. Not applicable
			FORM 4K: Statement of Legal Capacity
			FORM 4L: Joint Bidding Agreement
			FORM 4M: General Experience
17.	10.3	Consultancy Period	As per Annex-B (Pg-43)
18.	24	Bid Opening date	Date : 12.12.2022 Time : 1400 hrs
19.	-	Location of Assignment	State of Maharashtra
20.	-	Mobilization Time	As stipulated in Section VI Terms of Reference
21.	-	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.
22.	-	Make in India	As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.
23.	-	Start-up India	Eligible as per extant directives of GoI
24.		Duration of Contract	9 months

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To,

**Chairman
IWAI, A-13, Sector -1,
Gautam Budh Nagar
NOIDA - 201301, U.P.**

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 for Subject Work vide RTGS / NEFT in IWAI Account as per the details given therein:

S. No.	RTGS / NEFT	
	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 date of opening of technical bids 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. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. 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.....FAX No.....

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.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
2. Exhibit only those projects undertaken in the last Seven (7) years from Bid Submission Last Date.
3. Projects without the proof of completion / substantial completion certificates including start Date, end date and value of the work executed as applicable from respective client will not be considered.
4. Projects that have been substantially completed shall also be considered. Substantially completed works have been defined in Clause 3.2 of ITB.

S. No.	Client Name, 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 value of similar work satisfactorily completed					

--	--	--	--	--	--	--	--

Firm's Name :

Authorized Signature :

Note:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works executed during the last seven years (adjusted 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 of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last Three Years
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

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

FORM 4 D: 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 at ... who is presently employed with/retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF DEA EMPANLED TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN MAHARASHTRA THROUGH PPP**". 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....., 2022

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 & Non key Resource

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

handle the tasks listed under Para 12.]

Name of Assignment/Job or project :

Year :

Location :

Employer :

Main project features :

Positions held :

Activities performed :

Period of deployment :

14. Certification :

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

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

Date:.....

[Signature of staff member]

[Signature of authorized signatory of the

firm]

Place:.....

[Full name of authorized representative]

FORM 4F: 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

Date:.....

To,
The Chairman
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District- Gautam Budh Nagar (U.P.)

Sub: Declaration from the Bidder.

Tender Reference : IWAI/HY/MahaNWs/2022

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.	<input type="checkbox"/>	We accept the payment terms of clause 7 of Condition of the Contract.
4.	<input type="checkbox"/>	We provide our acceptance to all Tender Terms and Conditions.

5. We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.
6. 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. 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.

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:

[insert full name]

Bidder's Party name:

[insert full name of Applicant's Party]

Bidder's Party country of registration:

[indicate country of registration]

Bidder's year of constitution:

[indicate year of constitution]

Bidder's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above
- ☐ 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: Power of Attorney for Lead Member of JV/Consortium (NOT
APPLICABLE)**

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

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the “**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF DEEMANATED TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN MAHARASHTRA THROUGH PPP**” (hereinafter referred to as “The Work”) and

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s.
..... having our registered office at, M/s.
..... having our registered office at, and
..... having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to

conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's Bid for the **"The Work"**.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS

POWER OF ATTORNEY ON THIS DAY OF 20**

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

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

Notes:

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate.

FORM 4K: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of JV/Consortium)

Ref.

Date:

To,

Chairman

Inland Waterways Authority of India

A-13, Sector-1,

NOIDA – 201 301

Uttar Pradesh

India

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM 4L: Joint Bidding Agreement (NOT APPLICABLE)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
..... 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having
its registered office at (hereinafter referred to as the “**First Part**” which
expression shall, unless repugnant to the context include its successors and permitted
assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having
its registered office at (hereinafter referred to as the “**Second Part**” which
expression shall, unless repugnant to the context include its successors and permitted
assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956} and having
its registered office at (hereinafter referred to as the “**Third Part**” which
expression shall, unless repugnant to the context include its successors and permitted
assigns)

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

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the
“**Bids**”) by its Request for Bid dated (The “**tender Document**” for
“**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF DEA EMPANLED**”

**TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES FOR
DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85
IN MAHARASHTRA THROUGH PPP”(The “Work”)**

- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. JV/Consortium

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

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 1956, in whose subscribed

and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

4. **Role of the Parties**

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

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

5. **Joint and Several Liabilities**

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

6. **Shareholding**

- 6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to(as per clause 6.9.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the Consultant. Further,

other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold(as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Consultant.

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

7. **Representation of the Parties**

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such

Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

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

9. Miscellaneous

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

10. Proposed distribution of Responsibilities

Sr. No.	Name of Member of JV	Percentage Share	Technical Responsibility	Financial Responsibility	Remarks
1	Lead Partner				
2	Member 2				
3	Member 3				

*The above details can be furnished as a separate document and shall be duly signed
by the authorized signatory.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

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

FORM 4M: General Experience

(Each Bidder or member of a JV must fill in this form)

Name of the Bidder / Members JV Consortium:

General Experience				
Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Starting Month Year	Ending Month Year	Years	Role of Bidder

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 fees, levies and GST). 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

S.No	Category of Scope of Work	Basic Cost(INR)	GST (INR
1	End to End Transaction Advisory Cost		
Total			

Note: All payments shall be made as per the Clause 6 of ToR.

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

Form Fin – 3: Consultancy Fees

1. Key Resource (as required)

S. No.	Description	Remuneration per month (in Rs)
1.	PPP Expert cum Team Leader- 1 no	
2.	Finance Expert- 1 no	
3.	Traffic Expert-1 no	
4.	Infrastructure Engineer-1 no	
5.	Legal Expert-1 no	
6.	Traffic Surveyor-1 no	
Total		

2. Miscellaneous Expenses

Sr. No.	Description	Total Amount (INR)
1.	Housing + Travel expenses	
2.	Local Transport	
3.	Others	
	Total	

Note:

1. Man-months rate and corresponding total amount shall include total emoluments, expenditure allowances, overheads & bonuses, and all local taxes thereon. 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.

Authorized Signature

Name & Address

SECTION-VI: TERMS OF REFERENCE (ToR)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI/Authority) is a statutory body under the Ministry of Ports, Shipping and Waterways Government of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways of the country primarily declared as National Waterways. In March, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways by the National Waterway Act, 2016
- 1.2 Amba River is one of the waterways declared as National Waterway in March, 2016 as NW 10. The Amba River originates in the Borghat hill of the Sahyadri ranges and joins the Arabian Sea in Dharamtar creek near village Revas duly traversing about 76 Kms. Out of the 76 km, 45 km length of the river (Dharamtar Creek near village Revas to a Bridge near Nagothane ST Stand) has been declared as NW. The Total catchment area is ~740 Sq-km and since the waterway is located near the Arabian sea, it is constantly affected by the tidal effect (backwater effect) of the Arabian sea. The waterway flows through the coastal route and enters the inland waterway. Being close to the seashore, there is constant bank erosion and channel migration, which is a major challenge in establishing or maintaining a desired channel alignment. There are few cross structures on the river (such as dams/ barrages/ weirs, bridges, HT telecommunication lines, pipelines, etc.), however, all are within the acceptable range.
- 1.3 NW-10 (Amba River) handles close to 90% of the total traffic on Maharashtra Waterways. It is an operational waterway wherein various cargo movements are being carried out by private players. The waterway has been classified as class-7 waterway up to 20 kms and class-3 waterway for the rest of the stretch up to 45 kms., which would envisage movement of 8,000 tonnes / 350 tonnes vessels. Further, the waterways is having a sufficient depth of 3.2 m and has a tidal variation of 3.5 m during high tides. Two functional non-major ports namely Dharamtar Port (captive Port of JSW) and PNP port (private port) and Industries (chemical, iron & steel & paper) like JSW Steel & Cement plant, Nagothane MIDC are located on the banks of the river. Prominent cargo handled on Amba River consists majorly of commodities namely coal, cement and iron & steel.
- 1.4 Substantial quantity of cargo is already transported through this NW-10. About 22 million tonnes of cargo comprising of iron ore, coal, limestone, cement, clinkers and finished products is being moved through this waterway annually. The cargo is primarily an import cargo through small capacity ships, lighterage vessels up to Dharamtar Port belonging to JSW, Essar Steel, etc., located in the first 20 kms stretch of this waterway. The major shippers on this waterway are Jindal South-West (JSW) Steel Limited, Amba River Coke Limited, PT Lanna Harita, Indonesia, Essar Steel India Limited and JSW Cement.
- 1.5 In addition to NW-10, there are other waterways which form part of the waterways network in Maharashtra. Some of these waterways are indicated below with brief details:
 - 1.5.1 **NW-28 (Dabhol Creek/ Vashishti River) – 45.228 Km:** Vashishti River (Dabhol Creek) is one of the waterways declared as National Waterway in March, 2016 as

NW 28. The River Vashishti originates in the Western Ghats and snakes its way westwards towards the Arabian Sea. Existing waterway is being used for local ferry mobility and also some Tourism potential has been observed. The fairway without any development can have safe navigation to Class IV standard of National Waterway for a length of about 35 kms.

- 1.5.2 **NW-85 (Revadanda Creek-Kundalika River) – 31 kms:** Revadanda Creek is a tidal river which originates from Arabian Sea at Revadanda to Roha-Astami Road near Roha Nagar having a total length of 31 km. It is an operational waterway wherein various cargo movements are being carried out by private players only. The waterway has been classified as class-4 waterway which would envisage movement of 2,000 tonne vessels. Substantial quantity of cargo is already transported through this waterway up to 1.0 kms from the seamount up to Sanegaon and Ravadada Salav Port. About 1.08 million tonnes of cargo comprising of major commodities include coal, iron ore, iron ore lumps, iron ore fines, etc. transported on this waterway in 2020-21.

2. Detailed Scope of Work for the services

Module 1: Market Assessment

The Consultant shall:

- i. Undertake assessment of existing cargo movements through all modes of transport (i.e. road, railway & waterways) in and around the hinterland area of the identified Project stretches relating to domestic cargo movement as well as coastal shipping and export / import cargo movement including the following:
 - a. The Consultant shall give details of type, quantity, seasonality and O-D pair of movement of each cargo along with list of prospective stakeholders.
- ii. The Consultant shall give details of the vessels being used for transportation with vessel details such as size, capacity, draft requirements, no. of vessels in each category, O-D pair, turnaround time and operating parameters
 - a. Consultant shall also assess existing market for IWT led tourism including passenger ferries, cruise, etc.
- iii. Gather market intelligence through detailed Stakeholder discussions:
 - a. With large customers / captive cargo owners
 - b. With potential developers / operators of the assets/ logistics service providers
 - c. With Stakeholders / Industry bodies/ associations/ sea-ports for the waterway
 - d. With vessel owners/ operators
 - e. With ferry/ cruise operators
- iv. Examine current logistics costs and rates (on a ton / km basis) for different modes including vessels;
- v. Undertake Historical analysis based on interaction/ available data in the public domain past data (at least over the last 10 years);
- vi. Identify cargo, which can be diverted to IWT mode on the Project (based on S. No. (i) above) including their Origin-Destination (O-D) matrix and also give projections

- of estimated volume of cargo likely to be handled over next twenty (20) years period.
- vii. Take into account existing and new development related to industrial, economic and transportation infrastructure (including dredging) in the influence area which are likely to come up in the next 5 to 10 years and their impact on the O-D study; and
 - viii. Identify existing government policies and subsidies available to road & rail modes and possible application of the same / similar policies & subsidies to IWT transport.
 - ix. As an output of this exercise the following will have to be delivered:
 - a. Year wise cargo projection for all important commodities groups
 - b. Year wise projection of vessels (category-wise)
 - c. Year wise projection of ferry/ cruise vessels
 - d. Scenario and sensitivity analysis linked to various key assumptions

NOTE:

- a) *The Consultant shall provide sufficient details of commercial traffic that can be handled at the identified terminals so that the prospective Concessionaire is able to appreciate the operational & non-operational revenue potential with a fair degree of predictability. The Consultant shall study and take into account suitable cost recovery, tariff realization mechanism and suggest applicable tariff.*
- b) *The required data shall be compiled from primary and secondary sources (state level statistics, inquiries with trade & commerce, enquiries at ghats and enquiries with transporters etc.). IWAI will provide necessary support/ authorization letters to enable the consultant in initiating the interaction with such bodies. Backup papers / documents to substantiate such enquiries / data collection shall be included in the Demand Assessment Report.*

Module 2: Project Appraisal / Project Structuring / Models for Concession

- (i) **Project Components Identification:** With the objective of enhancing the utilization of the NW-10, NW-28 and NW-85 for inland waterway transport, a number of infrastructure development and service initiatives may be identified by the Consultant. These include but are not limited to IWT terminals with multi modal connectivity, fairway development through maintenance dredging, and improving navigability by providing navigational aids, vessel track and management systems etc. as a service. For such identified project components, the Consultant shall formulate the scope of development works, capacity, key development and performance indicators, operational parameters and specifications.
- (ii) **Cost Estimates:** For the purpose of project appraisal including financial assessment, the Consultant is required to prepare the capital cost in sufficient details for identified project components along with O&M expenses based on inputs received from IWAI and get the same reviewed by IWAI. The Consultant shall ensure that appropriate provisions have been made for contingencies, financing costs, interest

during construction and any other assumption. The basis / supporting rationale for the above shall also be submitted in the report.

- (iii) **Estimation of Revenues:** The Consultant shall assess a reasonable estimation of the likely revenues of the Concessionaire and propose various options for maximizing such revenues based on the cargo traffic projections, vessels projections & tariff structure notified by the competent authority
- (iv) **Impact of Project on Government Resources:** The Consultant shall also identify and quantify the estimated financial impact of the Project on the resources of the Central / State Governments.
- (v) **Development of Revenue Model:** The Consultant shall evaluate the feasibility of the identified project components and suggest appropriate revenue model suitable for the respective project components considering revenue structure, traffic projections and market investment scenario duly identifying and quantifying all costs (based on inputs from IWAI), expenses and revenues of the Project and shall prepare cash-flow statements for the concession period. Accordingly, the Consultant shall develop appropriate Financial Models which will indicate the likely capital structure, sources of financing, costs of financing, cash flow, debt service ratio, return on investment, taxes etc. (the “**Financial Model**”). This would also include sensitivity analysis in relation to the critical parameters of the Financial Model for determining an optimal project structure.
- (vi) **Tax and Insurance related Matters:** During the course of the Consultancy, the Consultant may be called upon to advise on tax and / or insurance related issues affecting the Project.
- (vii) **Preparation of Appraisal Report:** Based on the parameters outlined above, the Consultant shall prepare Appraisal Reports for the identified Projects outlining the salient features of the Project, its financial viability and its social & economic benefits. The Consultant shall workout the Financial Viability of the Projects with a view to estimating the likely IRR over a contract duration of twenty-five (25) years (or as suitable proposed by the consultant and agreed by IWAI) and shall accordingly, prepare a financial appraisal report for the Project (the “Appraisal Report (s)”).

Note: *The Consultant shall analyse whether the Project is financially viable for private sector participation. In case the Project is not financially viable then the Consultant shall analyse and propose suitable structure / mechanism required to make the Project viable. No technical or operational review or assessment is required to be undertaken by the Consultant.*

Module 3: Bid Process Management

- (i) **Assistance in preparation of Bid Document / Request for Proposal (RFP) document:** The Consultant shall assist in preparing the draft RFP document and Concession Agreement for each of the identified project components based on the feasibility study. For this purpose, the Consultant shall work closely with IWAI and its legal advisers & technical consultants. The RFP document would also include the draft Concession Agreement. The bids to be submitted by the Bidders shall be based on the aforesaid RFP Document.
- (ii) **Assistance in Bid Process:** The Consultant shall assist IWAI in the following activities:
- Bid process for selection of the Concessionaire from among the Bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings and preparing response to queries / issuing clarifications with the approval of IWAI;
 - Engaging with the Bidders on different aspects of the Project such as its assets, the process of the transaction, the Financial Model and the structure of the project components; and
 - Preparing internal notes and projections for securing Governmental approvals, if any.
- (iii) **Assistance in selection of the preferred Bidder:** IWAI intends to select the preferred Bidder on the basis of the proposals received from Bidders. The Consultant shall assist IWAI in evaluating the proposals and in engaging with the selected Bidder till Letter of Award stage.

Note:

- The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by IWAI in respect of the Project, including but not limited to attending meetings, conferences and discussions with IWAI, and shall otherwise advise on and assist IWAI on the diverse commercial issues that may arise from time to time.
- The Consultant shall ensure that all the above-mentioned aspects covered in clause 5 have been covered in sufficient details in the study.

3. Deliverables Timelines and Payment Terms

The Consultant will prepare and submit the following reports to the Client:

S No.	Deliverable description	Time Schedule from date of issuance of LOA	Payment (% of the total contract value excluding GST)
1	Inception Report: This Report shall be submitted after field visit by the team of the Consultant and will inter-alia include data requirement & availability, stakeholders to be consulted &	Within 1 month	15%

S No.	Deliverable description	Time Schedule from date of issuance of LOA	Payment (% of the total contract value excluding GST)
	questionnaires, important observations and detailed methodology, the Consultant intends to use to fulfil the entire Scope of work defined in this Section V: ToR.		
2	Demand Assessment Report covering the aspects mentioned in Module-1 of ToR	Within 3 months	20%
3	Draft Appraisal Report(s) covering the aspects mentioned in clause Module-2 of ToR	Within 2 months of receipt of EOI being invited by the Authority or Within 5 months, whichever is later	20%
4	Final Appraisal Report(s) covering the aspects mentioned in clause Module-2 of ToR	Within 2 weeks of receipt of comments on the Draft Appraisal Report	20%
5	Bid Document(s) / RFP document(s) along with Concession Agreement(s) covering the aspects as mentioned in Module-3 of ToR	Within 6 months	10% (or in equal tranches based on completion of the milestone for the respective identified project components)
6	On approval and publishing of Bid / RFP Document and Concession Agreement		10% (or in equal tranches based on completion of the milestone for the respective identified project components)
7	Execution / Signing of the Concession Agreement(s) covering the aspects mentioned in Module-3 of ToR	Within 9 months	5% (or in equal tranches based on completion of the milestone for the respective identified project

S No.	Deliverable description	Time Schedule from date of issuance of LOA	Payment (% of the total contract value excluding GST)
			components)

All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.

Notes:

(a) Before publishing the Bid Document / RFP document, the Consultant shall facilitate and support IWAI in organizing at least one (1) stakeholder meeting / conference at suitable location in Maharashtra, to apprise the stakeholders on the Project, its implementation plan and the proposed transaction structure for the same. Based on the feedback received, the Consultant shall consolidate the feedback received from the stakeholders and incorporate the relevant matters in the Bid Document / RFP document, for approval by IWAI.

The cost for holding all the stakeholder meetings / conferences shall be borne by the Employer and the Consultant will be required to coordinate with all the stakeholders and facilitate & organize these meetings / conferences.

(b) The Consultant will have to conduct minimum three (3) to five (5) presentations at the head office of IWAI in Noida as and when required by the Employer at his own cost;

(c) The report submission shall be signed by the relevant Key Experts for related chapters and final cover page shall be signed by the Team Leader;

(d) During the presentations and meetings, the Employer may ask for presence of all the Key Personnel to be present personally for necessary discussions and clarifications with respect to inputs; and

(e) Failure to achieve the Key Deliverables within the stipulated time shall attract Liquidated Damages in terms of conditions of contract.

4. Duration of Contract

The contract is for a duration of 9 months.

5. Key Personnel

#	Key Expert	Qualification and Relevant Experience	Responsibilities
1	PPP Expert cum Team	Minimum: Graduate with Post Graduation and minimum ten (10) years of overall experience out of which minimum five (05) years of	Shall lead, co-ordinate and supervise the Consultancy

#	Key Expert	Qualification and Relevant Experience	Responsibilities
	Leader	experience in feasibility studies, financial analysis, financial modelling, business plan and Bid/ PPP advisory of transportation infrastructure projects Should preferably have relevant experience in the IWT/ Ports / Railway Sectors	Team for delivering the Consultancy in a timely manner as envisaged in this tender document. Shall be responsible for drafting/ preparation of RFP / Bid Documents & Concession Agreements.
2	Traffic Expert	Minimum: Graduate with post-graduation in relevant field having minimum five (05) years of experience in traffic studies/ Demand Assessment/ Traffic Projections/ Operating cost benchmarking for transportation & logistic projects involving river and / or maritime transport including IWT/ Ports / Railway/ Aviation sector	Shall be responsible for assessing the potential of cargo traffic that is likely to shift to IWT mode and prepare a reasonable estimation of the likely revenues.
3	Finance Expert	Minimum: Graduate with post-graduation in relevant field with minimum of five (05) years of overall experience and five (05) years of experience in financial assessment, due diligence, financial modelling for projects in the transportation sector preferable in IWT / Ports / Multi Modal/ Railway/ Roads Sector	Shall be responsible for financial modelling and assessment of the project and preparation of business model
4	Legal Expert	Minimum: Degree in Law with minimum eight (8) years of experience in reviewing of Contract Documents / Concession Agreements in Infrastructure sector including experience in PPP Projects	Shall be responsible for assisting in drafting of RFP / Bid Documents & Concession Agreements and provide legal viewpoint on issues related to project development and project structuring. Shall also advise on facilitation in State or other statutory bodies issues and various clearances.
5	Infrastructure Expert	Minimum: Graduate with Postgraduate in relevant field with minimum of 08 years of overall experience in Infrastructure projects in IWT / Ports / Multi Modal/ Railway/ Roads Sector	Shall be responsible for studying the feasibility/ Detailed Project reports available with the authority and assist in planning the development activities and

#	Key Expert	Qualification and Relevant Experience	Responsibilities
			shall provide inputs to the cost estimates. He/ She shall also provide inputs in the preparation of the Bid documents for onboarding of the concessionaire.
6	Traffic Surveyor	Minimum: Graduate in relevant field with minimum of 05 years of overall experience in Infrastructure projects in IWT / Ports / Multi Modal/ Railway/ Roads Sector	Shall be responsible for supporting the Traffic Expert in assessing the potential of cargo traffic and conducting traffic assessment studies required as per scope

Annexure 1 of Terms of Reference

Cargo traffic profile for NW-10 (Amba River) and other waterways in Maharashtra

i. NW-10 (Amba River)

Amba river is a tidal river, which originates from Dharamtar creek to bridge near Nagothane ST stand with a total length of 45Km. It is an operational waterway wherein various cargo movements are being carried out by private players. The waterway has been classified as class-7 waterway up to 20 kms and class-3 waterway for the rest of the stretch up to 45 kms., which would envisage movement of 8,000 tonnes / 350 tonnes vessels.

Fairway development: Technical Economic Feasibility Study has been carried out and DPR has been prepared during 2018-19. Amba river is an operational waterway which is having sufficient depth of 3.2 m and has a tidal variation of 3.5 m during high tides.

Cargo: Substantial quantity of cargo is already transported through this waterway. About 22 million tonnes of cargo comprising of iron ore, coal, limestone, cement, clinkers and finished products is being moved through this waterway annually. The cargo is primarily an import cargo through small capacity ships, lighterage vessels up to Dharamtar Port belonging to JSW, Essar Steel, etc., located in the first 20 kms stretch of this waterway. The major shippers on this waterways are Jindal South West (JSW) Steel Limited, Amba River Coke Limited, PT Lanna Harita, Indonesia, Essar Steel India Limited and JSW Cement. The cargo moved on NW-10 (Amba River) within last three years is as given below:

CARGO MOVED IN NW-10 (METRIC TONNES)			
Commodities	2018-19	2019-20	2020-21
Iron Ore	10,893,947	7,710,034	2,466,476
Coal	8,151,663	11,043,303	6,913,642
Limestone	938,332	1,237,813	1,044,683
Steel Cargo	926,862	706,887	
Iron Ore Fines			4,379,248
Others	1,324,674	1,316,428	2,881,688
Total	22,235,478	22,014,465	17,685,737

Challenges: The developed waterway consist of various water bodies which are subject to meandering, presence of shallow locations and hindrances in the form of abandoned structures, structures built across the waterway which needs to be earmarked and the fairway being created for navigation needs to be earmarked for safe vessel manoeuvring. Day and Night navigational aids are to be provided on the developed waterway.

ii. NW-28 (Dabhol Creek/ Vashishti River) – 45.228 Km

Vashishti River (Dabhol Creek) is one of the waterways declared as National Waterway in March, 2016 as NW 28. The River Vashishti originates in the Western Ghats and snakes its way westwards towards the Arabian Sea. Existing waterway is being used for local ferry mobility and also some Tourism potential has been observed. The fairway without any development can have safe navigation to Class IV standard of National Waterway for a length of about 35 kms.

Cargo: As per the DPR, in view of the proximity of Industrial Belt in the end stretch of the River, {being planned and designated by Maharashtra State Government}, the possibility of Ro-Ro mobility could be established with an estimated Ro-Ro vehicles mobility to the extent of 125,000 vehicles P. A in FY 20 and expected grow to an extent of 273,000 vehicles P. A in FY 40. There is a possibility of this mobility directly from JnPT through IWT vessel traversing the costal route and the full stretch of the Vashishti River.

The National Waterway (NW 28) “Vashishti River” is having a 2.0 m depth (w. r. to CD) up to 35 kms out of 45.228 kms. In spite of such fairway availability, there is no cargo mobility in the river. But a lot of potential for cargo movement is envisaged.

iii. NW-85 (Revadanda Creek-Kundalika River) – 31 kms.

Revadanda Creek is a tidal river which originates from Arabian Sea at Revadanda to Roha-Astami Road near Roha Nagar having a total length of 31 km. It is an operational waterway wherein various cargo movements are being carried out by private players. The waterway has been classified as class-4 waterway which would envisage movement of 2,000 tonne vessels.

Cargo: Substantial quantity of cargo is already transported through this waterway up to 1.0 kms from the seamount up to Sanegaon and Ravadada Salav Port. About 1.7 million tonnes of cargo comprising of major commodities include coal, iron ore, iron ore lumps, iron ore fines, etc. transported on this waterway. The major shippers on this waterways are Jindal South West (JSW) Steel Limited, Mahalaxmi Shipping Private Limited, Scorpio Shipping Private Limited, Shaan Marine Services Pvt. Ltd., Darya Shipping Services Private Limited, Agarwal Coal Corp. Private Limited and Seascope Shipping Private Limited. The cargo moved on NW-85 (Revadanda Creek-Kundalika River) within last three years is as given below:

CARGO MOVED IN NW-85 (METRIC TONNES)			
Commodities	2018-19	2019-20	2020-21
Iron Ore	661,233	384,390	130,825
Coal	1,060,140	1,188,016	537,863

Iron Ore Lumps	-	-	303,404
Iron Ore Fines	-	-	99,031
Others	-	20,071	12,578
Total	1,721,373	1,592,477	1,083,701

SECTION-VII: STANDARD FORM OF CONTRACT

1. Conditions of Contract

- 1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 **“Employer”** means the 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 Water Employer of India (IWAI)
- 1.1.3 **“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract.
- 1.1.4 **“Contract/Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the 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 **“GC”** means General Conditions of Contract.
- 1.1.10 **“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.

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

- 1.1.25 **“Chief Engineer”** means the Chief Engineer, IWAI deputed for the projects under Employer.
- 1.1.26 **"Hydro. Chief"** means the Hydrographic Chief, IWAI deputed for the projects under Employer.
- 1.1.27 **“Work Order”** means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 1.1.28 **“Day”** means a calendar day beginning and ending at mid-night.
- 1.1.29 **“Week”** means seven consecutive calendar days
- 1.1.30 **“Month”** means the one Calendar month.
- 1.1.31 **“Consultancy Services”** means Consultancy Services/Works to be executed in accordance with the contract.

1.2 **Marginal Headings:**

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

1.3 **Interpretation**

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neuter and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
- i. Agreement
 - ii. Letter of Acceptance, Notice to proceed with the work.
 - iii. Consultant's Bid.
 - iv. Conditions of Contract.
 - v. Activity schedule: and

- vi. Any other document listed in the contract data as forming part of the contract
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.

d) (i) **PARTIES:**

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

(ii) **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.

(i) **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,

Chairman

Inland Waterways Authority of India

A - 13, Sector – 1,

Noida - 201301

Tel: (0120) 2527667, 2522969 Fax (0120) 2522969

Website: www.iwai.nic.in

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

Any communication or notice on behalf of The Employer, in relation to the contract may be issued to the Consultant by The Employer, and such communications and notices may be served on the Consultant either by 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 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 & apprise 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 28 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the Consultant.
- iii) The acceptance of tender shall rest with the IWAI. The 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 the IWAI has right to withdraw in full or part of the work of the Consultant. In

such event, payment shall be made in proportion to the extent of service rendered by the Consultant till such time.

- vi) The Consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the Consultant will remain valid for 120 days from the date of the opening of the Technical Bid.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons eligible for consideration. The Consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The Consultant shall not change 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 observe all care & diligence in the drafting the Act existing into consideration the similar Act of developed countries, prevailing condition/status of IWT sector in the country, the technological development in this sector as on date & future as well as the suggestion, views and comments obtained from the stake holders in this sector.
- xv) 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.

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

1.5 Joint and Several Liability

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

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

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

- ### **2.1 Commencement & Completion of Contract:** The Consultant shall begin carrying out the services from the date of issuance of LOA (letter of award). The Consultant

shall carry out the works in all respect as per the ToR to the entire satisfaction of the employer for a period of 4 months.

2.2 Extension/Reduction of Contract Period:

No extension of the period of consultancy is envisaged under this contract. However, if there are genuine reasons which could not have been foreseen by an experienced Consultant on account of which time schedule agreed to between the parties may not be adhered to, the Consultant shall inform the employer in writing of such anticipated delay along with reasons and request for extension of time. However, it is at sole discretion of the Employer to grant such extension of time to the Consultant and for a period as the employer finds most feasible and in best interest of the project.

2.3 Modifications or variations:

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

2.4 Force Majeure

2.4.1 Definition

- a. For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes ,lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.

- b. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or by or of such party's Sub-Consultants or agents or employees, not (ii) any event which a diligent party could reasonably have been excepted both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.4.2 Measures to be taken:

- a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure
- b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause if such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.
- d. During the period of their inability to perform the services as a result of an event of force majeure, the Consultant, upon instructions by the Employer shall either:
 - i. Demobilize
 - ii. Continue with the services to the extent possible
- e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

2.5 Suspension:

The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultant fails to perform any of its obligations under this contract, including the carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and 9ii) 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 EXTENSIONS

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 Engineer-in-Charge 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. Provided in the event of non-receipt of a request for such extensions from the Consultant for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the Consultant by the Engineer-in-Charge in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

2.7 COMPENSATION FOR DELAY

2.7.1 If the Consultant fails to complete all items of works in respect of any of the sub-group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 2.7.

2.8 LIQUIDATED DAMAGES

- 2.8.1 If the Consultant fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period, the consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of 1 % (one percent) per week or part of the week on the total value of the contract subject to a maximum of 10% of the total value of the contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to SCC Clause 2.9.
- 2.8.2 Should however, the Consultant achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the Consultant) as may be accorded, the IWAI will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.
- 2.8.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with the IWAI.
- 2.8.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 2.8.5 Payment of such damages shall not relieve the Consultant of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

2.9 Termination

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

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

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

2.9.2 By the Consultant: The Consultant may terminate this contract, by not less than thirty (30) days written notice “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.

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

2.9.4 Payment upon termination: Upon termination of this contract pursuant to clauses 2.8.1 hereof, the Employer shall make the following payments to the Consultant:

- a) If the contract is terminated pursuant to clause 2.8.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
 - i. The amount of performance security:
 - ii. Advance payments, if any, received by the Consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and
However, if the contract is terminated under sub-clause (g) 2.8.1 at the sole discretion of the employer, the amount payable to the Consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the Consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at clause 6 shall be guiding factors for deciding the completion stage of the assignment.

2.9.5 Disputes about events of termination: If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.8.1 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.

2.10 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender/Letter of Acceptance (LoA) the Competent Authority decides to abandon or reduce the scope of work May be

foreclosed at any stage, without assigning any reasons whatsoever. Organization/ Institute does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the Financial Proposal. In case assignment forecloses in the middle of any indicated stage as per financial proposal, pro-rata payment shall be made for the completed services as agreed mutually.

3 Obligations of the Consultant

3.1 General

- 3.1.1 **Standard of performance:** The Consultant shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The Consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interested in any dealings with Sub-Consultants or Third Parties.
- 3.1.2 **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.
- 3.1.3 **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.
- 3.1.4 **Insurance to be taken out by the Consultant:** The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life

in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 3.1.5 **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.

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

- 3.1.6 **Consultant's Actions Requiring Employers Prior Approval:** The Consultant shall obtain the Engineer-in-Charge (EIC) prior approval in writing before making any change or addition to the personnel listed in their Bid.
- 3.1.7 **Documents prepared by the Consultant to be the property of the Employer:** All plans, drawings, specification, design, reports, other documents and software made available to the Consultant/prepared by the 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 purposes of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

4 Obligations and Responsibility / Inputs by IWAI:

- 4.1** IWAI shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project. IWAI, if asked by the Consultant shall furnish Detailed Project Report of the project at the time of work execution only for taking reference.
- 4.2** 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.

5 Security Deposit and Performance Guarantee

- 5.1** 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 5% of the awarded value of the work as performance guarantee (PG) in the form irrevocable bank guarantee from nationalized/schedule bank in India with validity of 180 days beyond the contract period. This Security deposit and performance bank guarantee shall be submitted within 21 days after the issuance of LOA.
- 5.2** The total security deposit and performance guarantee shall remain with IWAI till the completion of Defect Liability Period (DLP) i.e. 3 months from the date of acceptance of DPR or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the employer is satisfied that there is no demand outstanding against the Consultant.
- 5.3** No interest will be paid on security deposit.
- 5.4** If the Consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the security deposit furnished by the Consultant. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to

the Consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.

- 5.5** In case of delay in the progress of work, the employer shall issue to the Consultant a memo in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant.
- 5.6** All compensation or other sums of money payable by the Consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the Consultant by the Employer on any account whatsoever. Also in the event of the Consultant's security deposit being reduced by reasons of such deductions or sale, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

6 Payment Terms

- 6.1** (a) No advance payment shall be made:
(a) Payment terms shall be as mentioned in clause 7 of ToR, Section VI, of this tender document.

7 Mode of Payment:

Invoices complete in all respects is to be raised by the Consultant to 'Chairman, 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 invoice at IWAI's Head Office at Noida.

8 Arbitration

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

9 Defect liability period

The Consultant shall render the services till the award of work to the Contractor and shall provide technical assistance / support as per the scope stipulated in ToR and shall assist in Bidding Process e.g. in preparation of replies to pre-bid queries, support in evaluation of bids and other related works.

10 Laws Governing the Contract

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

11 Professional Liability

11.1 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:

11.2 For any indirect or consequential loss or damage; and

11.3 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.

11.4 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.

12 Miscellaneous Provisions

- i. The Consultant notifies the employer of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.
- ii. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iii. The Consultant shall at all-time indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- iv. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- v. The Consultant shall at all times indemnify and keep indemnified the employer against and all claims by employees, workman, Consultants, sub-Consultants, suppliers, agent (s), employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.
- vii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by

the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their Employer.

13 Sustainability of JV

In case JV/consortium is not sustained due any reasons or discrepancies arising amongst the JV/consortium members, unsustainability of JV/consortium shall be determined by the Engineer in Charge/Employer during the monitoring in the contract period based on the failure of the deliveries/missing of the milestones and other deliverables. The same shall be dealt in the following manner:

- (a) If JV/consortium becomes unsustainable after being selected as L1, EMD of the defaulting JV/consortium shall be forfeited.
- (b) If JV/consortium becomes unsustainable after the award of contract, the employer has complete authority to nominate another Consultant to complete the balance work on risk and cost of the defaulting Consultant. The Consultant will be notified by the Employer of the decision to stop the work and Employer shall ascertain the value of work completed till date. No payment shall be released immediately, however, after completion of entire work on risk and cost, the differential cost would be recovered from all held up amount (BG, EMD, Security deposit and unpaid amount for the work done) of the defaulting Consultant and if any balance amount is still available, that shall be released to the defaulting Consultant.

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 202

BETWEEN

Chairperson, Inland Waterways Authority of India 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/HY/SEAPORT/2018/1)
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down
organizational procedure, contract for **"REQUEST FOR PROPOSAL FOR
ENGAGEMENT OF DEA EMPANLED TRANSACTION ADVISOR FOR
PROVIDING ADVISORY SERVICES FOR DEVELOPMENT &
OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN MAHARASHTRA
THROUGH PPP"**

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.

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

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Principal/ Owner.

- 3) If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Consultants

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant 12 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/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/Consultant)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Date :

SECTION-VIII: ANNEXES

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairman

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 “**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF DEEMAN-TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN MAHARASHTRA THROUGH PPP**” 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 from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any

such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to 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 even if there is a change in the constitution of the Bank or the **Consultant**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated theof 2017
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 - II: AGREEMENT FORM

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTING FIRM

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

WHEREAS IWAI is desirous of giving “**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF DEA EMPANLED TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN MAHARASHTRA THROUGH PPP**” as per the work Order No.datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONSULTING FIRM has agreed to undertake the Consultancy Services for “**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF DEA EMPANLED TRANSACTION ADVISOR FOR PROVIDING ADVISORY SERVICES**

**FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 & NW-85 IN
MAHARASHTRA THROUGH PPP”** 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 “**REQUEST FOR PROPOSAL FOR ENGAGEMENT
OF DEA EMPANLED TRANSACTION ADVISOR FOR PROVIDING ADVISORY
SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28
& NW-85 IN MAHARASHTRA THROUGH PPP**” as per the work Order No.
.....datedin accordance to the ToR of the
agreement attachment hereto all of which form part of the agreement.

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

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contract
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendum's
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- 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.

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 -III: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

**NAME OF THE PROJECT: *REQUEST FOR PROPOSAL FOR ENGAGEMENT OF
DEA EMPANLED TRANSACTION ADVISOR FOR PROVIDING ADVISORY
SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28 &
NW-85 IN MAHARASHTRA THROUGH PPP***

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-IV: BANK CERTIFICATION

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

Authorized Signatory

Authorization

Date:

No. _____

Name: _____

Official Seal/Stamp

ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

**Chairman
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: -“REQUEST FOR PROPOSAL FOR ENGAGEMENT OF
DEA EMPANLED TRANSACTION ADVISOR FOR PROVIDING ADVISORY
SERVICES FOR DEVELOPMENT & OPERATIONALIZATION OF NW-10, NW-28
& NW-85 IN MAHARASHTRA THROUGH PPP”**

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/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

5. In case any provisions of this Tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

ANNEX-VI: FORM OF BANK GUARANTEE FOR EMD

To
The Chairman,
Inland Waterways Authority of India,
A-13, Sector 1,
Noida – 201 301.

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of _____ in the state/s of _____ herein called “the Tender” KNOW ALL PEOPLE by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the “Bank”) are bound unto the Inland Waterways Authority of India (hereinafter called the “Employer”) in the sum of the INR _____ (Rupees _____) for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 2019 and undertake to pay the amount of _____ INR _____ to the Employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Employer up to the guaranteed amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date 180 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS
