



REQUEST FOR QUALIFICATION (RFQ)
FOR
EMPANELMENT OF FIRM FOR CERTIFICATION
OF PERFORMANCE STANDARDS
FOR MULIMODAL TERMINAL AT HALDIA

(March 2023)

Inland Waterways Authority of India

A-13, Sector-1, Noida



Disclaimer

1. This RFQ document is neither an agreement nor an offer by the Inland Waterways of Authority of India (IWAI) to the prospective Applicants or any other person. The purpose of this RFQ is to provide information to interested parties that may be useful to them in the formulation of their application pursuant to this RFQ.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document and it is not possible for IWAI to consider particular needs of each party who reads or uses this RFQ document. This RFQ includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the consultancy (“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 RFQ document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Applicant/Consultancy Company/ Firm/Consortium as the case may be 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 RFQ document, any matter deemed to form part of this RFQ document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. IWAI will not be responsible for any delay in receiving the Applications. The issue of this RFQ does not imply that IWAI is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and IWAI reserves the right to accept/reject any or all of Applications submitted in response to this RFQ 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 RFQ 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 RFQ document. Such revisions to the RFQ/ amended RFQ will be made available on the website of IWAI and CPPP.



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1 INTRODUCTION

Multimodal Terminal (MMT) at Haldia will play a pivotal role in the facilitating the movement of cargo through waterways. The MMT Haldia is strategically located at the confluence of National Waterway -1 (NW-1) and National Waterway-2 (NW-2), thus provide a direct connectivity to the large hinterland of both NW-1 and NW-2 (through Indo-Bangladesh Trade and Transit Route (IBTTR)). Besides this, it may also play a crucial role in transportation of cargo destined for Bangladesh.

1.1 Background

- 1.1.1. The Inland Waterways Authority of India (“Authority” or “IWAI”) has constructed a multimodal terminal located at Haldia in the state of West Bengal (the “Terminal”) and selected M/s IRC Natural Resources Pvt Ltd as Concessionaire for a period of 10 (Ten) years on Equip, Operate and Transfer (EOT) basis through international competitive process.
- 1.1.2. The Project would be implemented in accordance with the terms and conditions stated in the Concession Agreement to be executed between the IWAI (“Authority”) and M/s IRC Natural Resources Pvt Ltd (“the Concessionaire”). (the “Concession Agreement”).
- 1.1.3. The Concession Agreement period shall be for 10 (Ten) years from the date of Commercial Operations Date (“COD”) and may be extended by 5 (Five) years as per the terms and conditions set out in the Concession Agreement.
- 1.1.4. In view of the above, IWAI intends to shortlist / empanel the Firm for undertaking the assignment of both Independent Engineer and Independent Surveyor for Multimodal Terminal at Haldia (“Consultant”) in accordance with this RFQ and Concession Agreement executed between Authority and M/s IRC Natural Resources Pvt Ltd. The empanelment of consultant through this RFQ shall remain valid for the period of 4 (Four) years. IWAI may on its sole discretion consider the above empanelled Consultants for other similar Assignment(s) that may arise in future.
- 1.1.5. IWAI shall issue the RFP for Price Bid to select/all the empanelled consultant only at a later date. The selection of the bidder shall be based on the lowest cost quoted by the Applicant(s).

For avoidance of doubt, it is hereby clarified that RFP for Price Bid will be issued to only select empanelled Firm in discussion with Concessionaire as per Article 5 of the Draft Concession Agreement.
- 1.1.6. Firm shall initially be appointed for a period of 3 (Three) years which may subsequently be extended for a period of 1 year , subject to the satisfactory performance of the Firm.
- 1.1.7. At any time during the contract, IWAI may terminate the contract as per the terms of draft Concession Agreement (Copy of draft Concession Agreement attached as Annexure-II) in case the performance

of the Firm is not satisfactory. Post termination of contract, IWAI may either issue the RFP for Price Bid to select empanelled Firm(s) or issue a fresh RFQ for empanelment of Firms.

- 1.1.8. Indicative Terms of reference for appointment of Firm for the Assignment is provided in Annexure-I.

1.2 Request for Qualification

In pursuance of the above, IWAI invites Application(s) from prospective Applicants for empanelment of Firm for Multimodal terminal at Haldia for undertaking the assignment for both “Independent Surveyor” and “Independent Engineer”. The Firm shall examine the performance in accordance with the Concession Agreement and certify the performance achieved during the entire concession period. (“Assignment”)

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the Assignment before submitting the Application by paying a visit to the Authority and the Project Site (“Project Site”), sending written queries to the Authority and attending a Pre- Application Conference on the date and time specified in Clause 1.10.

1.4 Document Fee

RFQ document can be downloaded from the Official Website of IWAI (www.iwai.nic.in) or Central Public Procurement Portal (www.eprocure.gov.in) without any payment, however, Applicants need to pay the fee of Rs. 5000/- (Rupees Five Thousand only) + GST @18% i.e. Rs. 5900/- (Rupees Five Thousand Nine Hundred only) through Demand Draft or Bankers Cheques drawn on any Scheduled Bank in India in favour of “**IWAI FUND**” and **payable at Noida, Uttar Pradesh** at the time of submission of the Application. The Applicant (s) are required to submit the documentary evidence of the payment along with the Application. The Application unaccompanied by the Document Fee will be summarily rejected.

1.5 Deleted

1.6 Brief description of the Selection Process

The Authority will prepare a panel of Firm by evaluating the Application(s) comprising qualifications to be submitted by the Applicants in accordance with this RFQ (“**Qualification Process**”). The evaluation of Application will be carried out as specified in Clause 3.1. Based on this evaluation, a list of qualified applicants shall be prepared as specified in Clause 3.1.1 and 3.3.

1.7 Currency conversion rate and payment

For the purposes of technical evaluation of Applicants, Rs. 80 per US\$ shall be considered as the applicable currency conversion rate.. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Application Due Date (“Application Due Date” or “**ADD**”), and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date.



1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S.no.	Event Description	Time/Date
1.	Last date/time for receiving queries/clarifications	25.03.2023
2.	Pre-Application Conference	29.03.2023
3.	Authority response to queries	03.04.2023
4.	Application Submission Date	13.04.2023 at 1500 hr IST
5.	Application Opening date	14.03.2023 at 1530 hr IST

1.9 Pre-Application inspection of available data

Prospective Applicants may review the available data at any time prior to ADD at the address mentioned in clause 1.11.

1.10 Pre-Application Conference

The date, time and venue of Pre-Application Conference shall be on Date as mentioned in clause 1.8
Time: 3 PM IST

Venue: IWAI Noida

Link for Virtual Meeting:

IWAI is inviting you to a scheduled Zoom meeting.

Topic: REQUEST FOR QUALIFICATION (RFQ) FOR EMPANELMENT OF FIRM FOR
CERTIFICATION OF PERFORMANCE STANDARDS FOR MULIMODAL TERMINAL AT HALDIA

Time: Mar 29, 2023 15:00 India

Join Zoom Meeting

<https://us06web.zoom.us/j/83003689209?pwd=ZjkrU2FkRkZwOWpub3BQRnBadUQxUT09>

Meeting ID: 830 0368 9209

Passcode: ke8b0T



1.11 Communications

1.11.1 All communications including the submission of Application as per the terms of this RFQ should be addressed to:

Vice Chairman and Project Director, JMVP,
Inland Waterways Authority of India
Head Office, Project Management Unit – 2nd Floor, A-13, Sector 1, Noida, Uttar Pradesh, -
201301
Email: vc.iwai@nic.in

1.11.2 The Official Website of the IWAI is: <http://www.iwai.nic.in>

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1 Broad description of the objectives, indicative terms of reference, and other requirements relating to this **Assignment** are specified in this RFQ. In case an applicant firm(s) possesses the requisite experience and capabilities required for undertaking the Assignment, it may participate in the Qualification Process either individually (**the “Sole Firm”**) or as a consortium of firms (**the “Consortium”**) in response to this invitation. The term applicant (the **“Applicant”**) means the Sole Firm or the Consortium, as the case may be. The manner in which the Application is required to be submitted, evaluated and qualified is explained in this RFQ.
- 2.1.2 Applicants are advised that the Empanelment of Firm shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFQ. Applicants shall be deemed to have

understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Application in the form and manner specified in this RFQ. The Application shall be submitted in the forms at Appendices. Upon selection, the Applicant may be subsequently invited by IWAI to submit their Financial Proposal for this Assignment at RFP stage.

2.1.4 Key Personnel

The Firm shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below. The duration of the assignment is for 36 months (3 years) from the date of signing of the Agreement.

Key Personnel	Responsibilities	Number of Personnel	Man- months proposed /person (for contract duration i.e. 3 years)
Mechanical Engineer-cum- Team Lead	He will lead, co-ordinate and supervise the multidisciplinary team for providing services as per TOR. He will also be responsible for assessing the performance of handling system and other equipment, study the reasons for delays / poor performance of the cargo handling rate with respect to performance standards as prescribed in the Concession Agreement and shall also be responsible for undertaking Test(s) as per Good Industry Practice as per the requirement of the Project and supervise the team for undertaking survey of National Waterway-1 as and when required	1	12

Civil Engineer	He will be responsible for coordination and supervision of the works in relation to Buildings and any other civil structure for the project. The above civil works will include but not limited to setting up of equipment, other cargo handling system, office etc. He will also assist in conducting Tests as per Good Industry Practice as per the requirement of the Project.	1	9
Traffic / Operational Expert – Member	He will be responsible assessing the operational delays in terms of Concessionaire account and others account, capturing traffic details, monitoring Operation & Maintenance and prepare monthly report.	1	12
Project Coordinator/MIS	Assistance in collating and collecting of all the operational parameters in accordance with the Concession Agreement including but not limited to capturing traffic details (type & volume of cargo handled), data with respect to key performance indicators, revenue/revenue share data etc Assistance in preparation of monthly report Prepare MIS statements of various performance parameters as per the requirement of the Authority.	1	36
Hydrographic Surveyor	He will be responsible for undertaking the Bathymetric survey and provide the required data to assess the Least Available Depth available at the locations identified in accordance	1	9

	with draft Concession Agreement. Prepare Monthly report as per the ToR.		
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Note: The Man-month mentioned in table above for Key-Personnel deployment would be on need basis, which may not be continuous and could be for multiple instances.

Number of manpower/ deployment schedule may increase/decrease depending upon the actual requirement of the assignment. In such cases the additional payment, subject to written approval from IWAI, will be calculated on a pro-rata basis. The formulation for calculation of fee for additional number of days worked will be provided at the RFP Stage.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (**the “Conditions of Eligibility”**) provided herein. Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation, the Applicant should fulfil the following:

- (a) **Technical Capacity:** The Applicant shall have, over the past 7 (Seven) years preceding the ADD,
- (i) completed minimum 3 (Three) Eligible Assignments each costing (contract value) not less than 0.8 cr as specified in Clause 3.2. **or**
 - (ii) completed minimum 2 (two) Eligible Assignment each costing (contract value) not less than 1 cr as specified in clause 3.2. **or**
 - (iii) completed one Eligible Assignment costing (contract value) not less than 1.6 cr as specified in clause 3.2.
- (b) **Financial Capacity:** The Applicant shall have an Average Annual Turnover of Rs. 60 (Sixty) Lacs over the past 3 (three) financial years preceding the Application Due Date.
- (c) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (d) below.
- (d) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Mechanical Engineer - cum - Lead Member	Graduate in Mechanical Engineering	10 years	He should have led the team for Two Eligible Assignments
Civil Engineer	Graduate in Civil Engineering	7 years	He should have worked in two Eligible Assignments
Traffic/Operational Expert	Postgraduate in any discipline and having experience in cargo handling system/ management in port sector.	7 Years	He should have worked as Operational Expert in two Eligible Assignments.
Project Coordinator/MIS	Postgraduate in any discipline and having experience in collecting data with respect to cargo, Key performance Indicator and coordinating with Government officials	5 years	He should have worked as Project Coordinator/MIS and conduct regular supervision of works on day to day basis in Two Eligible Assignments

Hydrographic Surveyor	International Standard CAT "B" Hydrographic Course Qualified and/or SR-1 from IHO accredited institute	7 years	He should have undertaken Hydrographic Survey in atleast two Eligible Assignment.
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- 2.2.3 The Applicant shall enclose along with their Application, certificate(s) from its Statutory Auditors stating its annual turnover from consultancy services during each of the past three financial years preceding the ADD. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The applicant shall enclose document proof viz. copy of the completion certificate issued by the client for all projects claiming credit by the Applicant in respect of Eligible Assignment as per clause 3.2.
- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Form-4; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant in case the Applicant is a partnership firm or limited liability partnership or sole proprietorship.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an Application either by itself or through its Associate.
- 2.2.7 An Applicant or its Associate or any of its Member firm (in case of Consortium) should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate or any of its Member firm (in case of Consortium), nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate or any of its Member firm (in case of Consortium).
- 2.2.8 While submitting an Application, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Clause 6. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) The Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2 (72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (**the “Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Applicant is also a constituent of another Applicant; or
- (b) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular Assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present Assignment; or
- (c) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (d) the Applicant, its Member or Associate (or any constituent thereof), and the Applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and

subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in Section 2 (72) of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFQ, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Application(s)

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another Application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Application

The Applicant(s) shall be responsible for all of the costs associated with the preparation of their Application and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project Site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Empanelled Applicants are encouraged to submit their respective Financial Proposals after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- (a) Made a complete and careful examination of the RFQ
- (b) Received all relevant information requested from the Authority
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority or relating to any of the matters above.
- (d) Satisfied itself about all matters, things and information, including matters referred to herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder.
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (g) Agreed that the Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Applications/ Proposals

- 2.8.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Selection process and reject all Applications/ Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Application and/or Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
- 2.8.3 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFQ

2.9.1 This RFQ comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

2.9.2 Request for Qualification:

- (a) Introduction
- (b) Instructions to Applicants
- (c) Criteria for Evaluation
- (d) Fraud and corrupt practices
- (e) Pre-Application Conference
- (f) Guidance Note on Conflict of Interest
- (g) Miscellaneous

2.9.3 Appendices

- (a) Form 1 : Letter comprising the Application
- (b) Form 2 : Particulars of the Applicant
- (c) Form 3 : Statement of Legal Capacity
- (d) Form 4 : Power of Attorney
- (e) Form 5 : Financial Capacity of Applicant
- (f) Form 6 : Particulars of Key Personnel
- (g) Form 7 : Abstract of Eligible Assignments of Applicant
- (h) Form 8 : Abstract of Eligible Assignments of Key Personnel
- (i) Form 9 : Eligible Assignments of Applicant
- (j) Form 10 : Eligible Assignments of Key Personnel Form
- (k) Form 11 : CV of Key Personnel
- (l) Form 12 : MoU between the Lead Member and other Member in case of consortium

2.9.4 Indicative Terms of Reference for the Assignment and copy of draft Concession Agreement along with all the addendums.

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFQ may send their queries to the Authority in writing by email so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The email shall clearly bear the following Subject:

“Queries/Request for Additional Information concerning RFQ for “EMPANELMENT OF FIRM FOR CERTIFICATION OF PERFORMANCE STANDARD FOR MULTIMODAL TERMINAL AT HALDIA””

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Application Due Date. The responses will be uploaded on the website of IWAI and CPP Portal without identifying the source of queries.



2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFQ

2.11.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant (s), modify the RFQ document by the issuance of Addendum/ Amendment and posting it on the Official Website and CPP Portal.

2.11.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.12 Language

The Application with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFQ. No supporting document or printed literature shall be submitted with the Application unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Application, the translation in English shall prevail.

2.13 Format and signing of Applications

2.13.1 The Applicant shall provide all the information sought under this RFQ. The Authority would evaluate only those Application(s) that are received in the specified date, time, forms and complete in all respects.

2.13.2 The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application must be properly signed by the Authorized Representative (the “**Authorised Representative**”) as detailed below:



- (a) By the proprietor, in case of a proprietary firm; or
- (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) By a duly authorised person holding the power of attorney, in case of a limited company or a corporation; or
- (d) By the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendices (Form- 4) shall accompany the Application.

2.13.3 Applicants should note the Application Due Date, as specified in Clause 1.8, for submission of Applications. Except as specifically provided in this RFQ, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Application Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the

avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions.

2.14 Sealing and Marking of Applications

2.14.1 The Applicant shall upload the Application on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>, in the formats specified at Appendices Form 1 to Form 12, together with the supporting documents specified in Article 2.14.2, and mark it as “Application”.

2.14.2 The Application shall contain:

Applicants shall upload the Application complete in all respect (duly signed) as scanned copy over Central Public Procurement Portal (CPPP) as per the sequence mentioned below:

- (a) Proof of submission of Document Fee;
- (b) All forms (1-12) are submitted in the prescribed formats and signed by the Authorized signatories/Lead Member/Other Member as the case may be;
- (c) Power of attorney is executed as per applicable laws;
- (d) Key personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2 of the RFQ;
- (e) No alternative Application for any Key Personnel is being made and only one CV for each position has been furnished;
- (f) The CVs have been recently signed by the respective personnel and countersigned by the Authorized Signatory official of the Applicant. At the time of submission of Application, the scanned copies of the signature of Key Personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorized Signatory shall be required in original.
- (g) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in this RFQ;
- (h) Key Personnel proposed have good working knowledge of English language;
- (i) Key Personnel would be available for the entire duration of the Assignment or may be replaced, if required by equally or better qualified and experienced personnel.
- (j) No Key Personnel should have attained the age of 65 (sixty-five) years at the time of submitting the Application;
- (k) The Application is responsive in terms of clause 2.18.
- (l) Statutory Auditors Certificate stating its Annual Turnover from Consultancy Services during each of the 3 (three financial years) preceding the ADD. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- (m) Copy of the completion certificate issued by the client for all projects for which the Applicant is claiming credit in respect of Eligible Assignment as per clause 3.2.

2.14.3 In addition to above, Applicant shall submit the

- (a) original Demand Draft/Banker Cheque for Document Fee
- (b) original Power of Attorney (if required as per clause 2.2.5)



in a separate envelope to the address mentioned in Clause 1.11.1 duly inscribing the name of the Assignment at the top of the Envelope.

- 2.14.4 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Application liable to be rejected.
- 2.14.5 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement (“Agreement”), he shall be liable to be debarred for any future assignment of the Authority for a period of 5(five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event. Further, Application will get rejected in case the Key personnel are not meeting the Qualification and Experience as stipulated in this RFQ.
- 2.14.6 The Application shall not include any financial information relating to the Financial Proposal.
- 2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.
- 2.14.9 In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Application Due Date

- 2.15.1 Application should be submitted on or before 1500 hrs on the Application Due Date (ADD) specified at Clause 1.8. The Application shall only be submitted online through CPP Portal. The Original copies of Power of Attorney (if required as per clause 2.2.5) and Document Fee shall be submitted at the address provided in Clause 1.11 in the separate envelope duly inscribing the name of the



Assignment at top of the envelope. The above Original Document shall be submitted on or before 1500 hrs on the Application Due Date.

- 2.15.2 The Authority may, in its sole discretion, extend the Application submission date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.16 Late Applications

Application(s) received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Applications

- 2.17.1 Applicants may modify their bids by using the appropriate option for Application on e-procurement portal, before the Application Due Date. For this the Applicant need not make any additional payment towards the cost of Application. For Application modification and consequential re-submission, the Applicant is not required to withdraw his Application submitted earlier. The last modified Application submitted by the Applicant within the Application Due Date shall be considered as the Application. For this purpose, modification/withdrawal by other means will not be accepted. In online system of Application submission, the modification and consequential re-submission of Applications is allowed any number of times. An Applicant may withdraw his Application by using the appropriate option for Application withdrawal, before the Application Due Date, however, if the Application is withdrawn, re-submission of the Application is not allowed. No Application shall be modified, substituted, or withdrawn by the Applicant on or after the Application Due Date.
- 2.17.2 Any alteration / modification in the Application or additional information or material supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.18 Evaluation Process

- 2.18.1 The Authority shall open the Applications on the Application Due Date at time specified in Clause 1.8, at the place specified in 1.11.1 and in the presence of the Applicants who choose to attend.
- 2.18.2 Application(s) for which a notice of withdrawal has been submitted in accordance with clause 2.17 shall not be opened.
- 2.18.3 Prior to evaluation of Applications, the Authority will determine whether each Application is responsive to the requirements of the RFQ. The Authority may, in its sole discretion, reject any Application that is not responsive hereunder. An Application shall be considered responsive only if:
- (a) It is received in the form specified at Appendices;
 - (b) It is received by the Application Due Date including any extension thereof pursuant to Clause 2.11.2;
 - (c) It is accompanied by the Document Fee as per terms of this RFQ
 - (d) It is accompanied by the Power of Attorney (if required as per clause 2.2.5) as specified in RFQ.
 - (e) It contains all the information (complete in all respects) as requested in the RFQ;
 - (f) It does not contain any condition or qualification; and
 - (g) It is not non-responsive in terms hereof.
- 2.18.4 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application(s).
- 2.18.5 The Authority shall subsequently examine and evaluate Application(s) in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFQ.
- 2.18.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.3 who will be eligible and empanelled for participation in the RFP (Request for Proposal) stage to undertake the assignment of “Certification of Performance for Multimodal terminal at Haldia” as and when issued by the Authority. The Authority will not entertain any query or clarification from Applicants who fail to qualify.
- 2.18.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.18.8 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Assignment is subsequently awarded to it.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the



process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.20 Clarifications

- 2.20.1 To facilitate evaluation, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding their Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the specified time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.21 Proprietary data

Subject to the provisions of Clause 2.19, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Application or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

E. EMPANELMENT OF FIRMS

2.22 Empanelment of Firms

Of the Applicants -qualified will be empaneled for participation in the RFP (Request for Proposal) stage to undertake the assignment of “Certification of Performance Standards for Multimodal Terminal at Haldia” as and when issued by the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation Parameters

- 3.1.1 In the first stage, the Application will be evaluated on the basis of Applicant’s experience, and the experience of Key Personnel. Only those Applicants whose Application get a score of 70 marks or more out of 100 shall qualify for further consideration.
- 3.1.2 Each Key Personnel must score a minimum of 60% (Sixty percent) marks. An Application shall be rejected if the Team Leader or any other remaining Key Personnel score less than 60% (sixty Percent marks).
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Experience Criteria

A Experience Criteria of the Applicant Firm (60 Marks).					
1.	<p>Applicant should have completed Eligible Assignments as per clause 2.2.2 (a) (Maximum 50 marks)</p> <p>Meeting the Technical Capacity as per clause 2.2.2 (a)– 30 marks.</p> <p>For additional one Eligible Assignment additional 5 marks will be given- (upto maximum of 20 marks)</p>				
2.	<p>Applicant should have Average Annual Turnover of Rs. 60 (Sixty) lacs from professional services during the last preceding three financial years. (Maximum: 10 Marks)</p> <p>Average Annual Turnover of Rs. 60 (Sixty) Lakhs from the Professional services during the last preceding three financial years. – 5 five marks</p> <table border="1"> <tr> <td>Above 1cr</td> <td>Additional 2.5 Marks</td> </tr> <tr> <td>Above 1.5 cr</td> <td>Additional 5 Marks</td> </tr> </table>	Above 1cr	Additional 2.5 Marks	Above 1.5 cr	Additional 5 Marks
Above 1cr	Additional 2.5 Marks				
Above 1.5 cr	Additional 5 Marks				

B. Experience Criteria of Key Personnel (40 marks)		
1	<p>Mechanical Engineer – cum – Team leader: (Maximum 12 marks)</p> <p>He should have worked as Mechanical Engineer for two Eligible Assignments</p>	<p>Initial two completed Eligible Assignments – 7 marks. For additional one Eligible Assignment additional 2.5 marks will be given – (upto maximum of 5 marks)</p>
2	<p>Civil Engineer (Maximum 7 marks)</p>	<p>Initial two completed Eligible Assignments-3 marks</p> <p>For additional one Eligible Assignment additional 2 marks will be given- (upto maximum of 4 marks)</p>
3	<p>Traffic / Operational Expert; (Maximum 7 marks)</p> <p>He should have worked as Traffic expert/ operational expert in Two Eligible Assignments.</p>	<p>Initial two completed Eligible Assignment – 3 marks.</p> <p>For additional one Eligible Assignment additional 2 marks will be given- (upto maximum of 4 marks)</p>
4	<p>Project Coordinator/MIS (Maximum 7 marks)</p>	<p>Initial two completed Eligible Assignment – 3 marks.</p> <p>For additional one Eligible Assignment additional 2 marks will be given – (upto maximum of 4 marks)</p>
5	<p>Hydrographic Surveyor (Maximum 7 marks)</p> <p>International Standard CAT “B” Hydrographic Course Qualified and/or SR-1 from IHO accredited institute (Maximum 10 marks)</p>	<p>Initial two completed Eligible Assignment – 3 marks.</p> <p>For additional one Eligible Assignment additional 2 marks will be given- (upto maximum of 4 marks)</p>

3.1.4 Evaluation criteria in case of Consortium

- (a) In case the Consortium, the Applicant shall comply with the following requirements
 - (i) Number of members in a Consortium shall not exceed 2 (two).
 - (ii) Provide an MoU as per Form-12.
- (b) In case of the consortium, the experience criteria (clause 3.1.3) shall be satisfied, jointly by the Lead Member and other member.

3.2 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Application(s) under this RFQ, following assignments shall be deemed as Eligible Assignments (the “**Eligible Assignments**”):

- (a) Consultancy Assignments in respect of preparation of Detailed Project Report including Engineering/Hydrographic survey would be deemed to include Inland Waterway Jetty, Inland Waterway Terminal, marine structures, on-shore and off-shore terminals, berths, jetties, quays, cargo handling system, bulk / liquid material handling system, port based terminal facilities, conveyors etc.

or

- (b) Carrying out the Technical Supervisory Support services for construction and/or operation of IWT Terminal facilities which include port terminal, Jetty, dredging works, Buildings and allied services including hydrographic Survey in rivers, sea, lakes, backwaters, ports & inland waterways or in any waterway projects using Dredgers, construction, supply and erection of Material Handling Equipment at Ports/Inland Waterways Terminal

Further, Applicant firm shall claim the credit of only completed assignment prior to ADD. Similarly, where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to ADD.

In addition to above, Applicant to submit the Copy of contract/Work order to substantiate the claim as per clause 3.2.

3.3 Qualification of Application(s)

Applicant(s), who get the score of 70 marks or more will be empanelled for participation in the Financial Proposal stage to undertake the assignment of “Certification of performance standards for Multimodal Terminal at Haldia” as and when required by the Inland Waterways Authority of India. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicants whose score is less than 70 marks provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two or may annul the RFQ process. Further, the RFP for the Price Bid will be



issued to select empanelled firm in discussion with the concessionaire as per the Article 5 of the Draft Concession Agreement.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants 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 RFQ, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. **PRE-APPLICATION CONFERENCE**

- 5.1 Pre-Application Conference of the Applicants shall be convened at the designated date, time and place.
- 5.2 During the course of Pre-Application Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall 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.

6. GUIDANCE NOTE ON CONFLICT OF INTEREST (See Clause 2.3.3)

- 6.1 This Note further explains and illustrates the provisions of Clause 2.3 of the RFQ and shall be read together therewith in dealing with specific cases.
- 6.2 Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Consultants should avoid both actual and perceived conflict of interest.
- 6.3 Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
- (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others; or
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority; or
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should submit Proposal for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 6.4 The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
- 6.5 Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively

common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

- 6.6 Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 6.7 Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
- 6.8 Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

7. MISCELLANEOUS

7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

7.2 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, 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.

7.3 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

7.4 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



APPENDICES

Form – 1 Letter Comprising the Application

(See Clause 2.1.3)

(On Applicant's letter head)

(Date and Reference)

To,
Vice Chairman & Project Director (JMVP)
A-13, Sector-1
Noida

Sub: **Empanelment of Firm for certification of Performance Standards for Multimodal Terminal at Haldia**

Dear Sir,

With reference to your RFQ Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Application for Empanelment of Firm for certification of Performance Standards for Multimodal Terminal at Haldia.

- (1) The Application is unconditional and unqualified.
- (2) All information provided in the Application and in the Appendices is true and correct and all documents accompanying such Application are true copies of their respective originals.
- (3) This statement is made for the express purpose of empanelment as the Consultant for the aforesaid assignments.
- (4) I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Application.
- (5) I/We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- (6) I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- (7) I/We declare that:
 - (a) I/We have examined and have no reservations to the RFQ Documents, including any Addendum issued by the Authority;



- (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFQ Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (8) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFQ document
- (9) I/We declare that we/any Member of the consortium, are/is not a Member of a/any other Consortium applying for pre-qualification.
- (10) I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- (11) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- (12) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
- (13) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.



- (14) I/We agree and understand that the Application is subject to the provisions of the RFQ document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the assignment is not awarded to me/us or our proposal is not opened or rejected.
- (15) A Power of Attorney (if required as per clause 2.2.5) in favour of the Authorized Signatory to sign and submit this Application and documents is attached herewith in Form 4.
- (16) I/We have studied RFQ and all other documents carefully. We understand that except to the extent as expressly set forth in this document. We shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
- (17) This Application shall constitute the Qualification Stage which shall be binding on us.
- (18) I/We agree and undertake to abide by all the terms and conditions of the RFQ Document. In witness thereof, I/We submit this Application under and in accordance with the terms of the RFQ Document.

Yours faithfully,

(Signature, name and
designation of the Authorized
Signatory)
Name and Seal of the
Applicant/Lead Member



Form – 2
PARTICULARS OF THE APPLICANT

1.1	Title of RFQ: Empanelment of Firm to appoint Firm for certification of performance standards for Multimodal Terminal at Haldia
1.2	State whether applying as Sole or as a consortium
(a)	Sole Firm:
(b)	Lead Member of the Consortium:
(c)	Other Member:
1.3	<p>State the following for Applicant (if Applicant is a Consortium, state the following for the Lead Member and the other Member)</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name: Designation:</p> <p>Company: Address:</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address:</p>
1.4	For the Applicant, state the following information (if Applicant is a Consortium state the



	<p>following for the Lead Member and other Member) :</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any Member of the Consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.5	<p>Does the Applicant's firm/company (or any Member of the Consortium) combine functions as a consultant or advisor along with the functions as a contractor and/or a Manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultants / adviser to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/or organization subsequently from work on this Project in any other capacity? Yes/No</p>

(Signature, name and designation of the Authorized Signatory)

For and on behalf of



Form – 3
STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Vice Chairman and Project Director (JMVP)

Sub: RFQ for Empanelment of Consulting firm to appoint Firm for certification of performance standards for Multimodal Terminal at Haldia

I/We hereby confirm that we, the Applicant (Lead Member along with other Members in case of Consortium, constitution of which has been described in the Application*), satisfy the terms and conditions laid down in the RFQ document.

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

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the Consortium on our behalf and has been duly authorized to submit our Application. Further, the authorised signatory is vested with requisite powers to furnish such Application and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

For and on behalf of

*Please strike out whichever is not applicable



Form – 4
POWER OF ATTORNEY

Know all men by these presents, we,(name of Firm 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 us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 Application and submission of Financial Proposal (Price Bid) for Empanelment of Firm for Certification of Performance Standards for Multimodal Terminal at Haldia developed by the Inland Waterways Authority of India, Noida (the “Authority”) including but not limited to signing and submission of Applications, Financial proposals (Price Bids), and other documents and writings, participating in pre-Application and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,..... THE ABOVE-NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ,
20**

For
(Signature, name, designation and address)

Witnesses:
1. -----
2. -----

Notarised

Accepted

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



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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarised by a notary public.

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.

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, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.



Form – 5
FINANCIAL CAPACITY OF THE APPLICANT
(to be filled by Lead Member and other Member in case of Consortium)
(Refer Clause 2.2.2 (b))

S.no	Financial Year	Annual Turnover ^{\$} (in Rs cr)
1	FY 2019-20	
2	FY 2020-21	
3	FY 2021-22	
Average Annual Turnover (in Rs cr)		

Certificate from the Statutory Auditor^{\$}

This is to certify that(name of the Applicant) has a turnover as shown above against the respective years from the Consultancy Services

Name of the audit firm:

Seal of the audit firm

(Signature, name and designation of the Authorised Signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.



Form – 6

PARTICULARS OF KEY PERSONNEL

#	Designation of Key personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		
					Name of Firm	Employed Since	*No. of Eligible Assignments
1	Mechanical engineer cum Team Lead						
2	Civil Engineer						
3	Traffic /Operational Expert – Member						
4	Project Coordinator/ MIS						
5	Hydrographic Surveyor						

* Refer Form 8 of Appendices, Experience of Key Personnel.



Form – 7
Abstract of Eligible Assignments of the Applicant#
(Refer Clause 3.1)

#	Name of Project*	Name of Client	Date of Start of work	Completion Date	Contract Value/Payment received (in Rs. cr)
(1)*	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					
5					
6					
7					

- # The Applicant (Sole Firm/Lead Member/Other Member) should provide details of only those projects that have been undertaken by it under its own name.
- * The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-9 of Appendices.
- * The applicant shall enclose document proof viz. copy of the completion certificate issued by the client for all projects above.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 6 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.



Form – 8

**ABSTRACT OF ELIGIBLE ASSIGNMENTS OF KEY
PERSONNEL[@]**

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S. No	Name of Project*	Name of Client	Contract Value (in Rs. Cr)	Name of firm for which the Key Personnel Worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						

@ Use separate Form for each Key Personnel.

The names and chronology of projects included here should conform to the project-wise details submitted in Form-10 of Appendices.



Form – 9
Eligible Assignments of Applicant
(Refer Clause 3.2)

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:(Indicate Whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. Crore or US\$ million):	
Payment received by the Applicant /Contract Value (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.



Form – 10
Eligible Assignments of Key Personnel
(Refer Clause 3.2)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Contract Value (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

Notes:

1. Use separate sheet for each Eligible Assignment.

The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel



Form – 11
Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.
Certification:
 - 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
 - 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)



Form-12 : Memorandum of Understanding between
(on a plain paper)

And

Whereas IWAI (hereinafter called Authority has invited Request for Qualification (RFQ) for Empanelment of Firm for Certification of Performance Standard for Multimodal Terminal at Haldia (**hereinafter called the Assignment**)

And Whereas ----- (Lead Member) and ----- Member have agreed to form a Consortium and submit the Application/Proposal for the Assignment

Now, therefore, it is hereby agreed by and on behalf of the Members as follows:

- (1) -----will be the Lead Member and -----will be the other Member.
- (2) ----- (Lead Member) shall be authorized representative of all the Member and shall be responsible for all the obligations and/or conducting all business for and on behalf of the consortium during the bidding process including signing of required documentation at the RFQ stage.
- (3) A Joint Bidding Agreement indicating the specific project inputs and role of each Member along with percentage sharing of cost of services shall be submitted to IWAI at the RFP stage as per prescribed format.

For (Name of Lead Member)
Seal of the Company

Managing Director/Head of the Firm
Address:-----

For (Name of Other Member)
Seal of the Company

Managing Director/Head of the Firm
Address:-----



Annexure-I

Indicative Term of Reference

- 1.1 The Firm is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation of the project. The role and functions of the Firm shall include the following:
- (a) Review of Detailed Technical Report (DTR) submitted by the Concessionaire for Development/Equipment Works in conformity with the scope of Work of the Terminal Equipment Phase;
 - (b) Review, inspection and monitoring of Development/Equipment Works
 - (c) Conducting tests on completion of development/equipment and issuing Completion/ Provisional Certificate
 - (d) Review, inspection and monitoring of operation and maintenance
 - (e) Review, inspection and monitoring of Concessionaire's obligations in Article 18.2 of Draft Concession Agreement (i.e., concessionaire's obligations with respect to transfer on expiry of concession period)
 - (f) Determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - (g) Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (h) Assisting the parties in resolution of disputes as regards the designs & drawings; and
 - (i) Validating occasions of unsuccessful vessel passage due to insufficient LAD. The Independent Surveyor shall validate/ certify that unsuccessful passage is not due to Concessionaire default subject to the following conditions:
 - (i) Concessionaire has taken an informed decision about the size of the vessel and volume of cargo that can pass through the waterway by checking the LAD information updated weekly by the Authority on their website or any other source of information used in the future.
 - (ii) Concessionaire has adhered to the waterway channel as declared by the Authority in their navigational charts updated periodically.
 - (j) Validating penalty payable by Concessions Authority in case of occasions of insufficient LAD, if applicable
 - (k) Submit the monthly report to the Concessions Authority and Concessionaire.



- (1) Undertaking all other duties and functions as envisaged under the Agreement
- 1.2 The Firm shall discharge its duties in a fair, impartial and efficient manner consistent with the highest standards of professional integrity and Good Industry Practice.
- 1.3 Firm shall designate and notify to the Authority and Concessionaire upto 2 persons to sign for and on behalf of the Independent Engineer and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.



Annexure-II

Draft Concession Agreement