

TENDER DOCUMENT

**ENGAGEMENT OF CONSULTANT FOR PREPARATION OF
PROJECT REPORT FOR CONSTRUCTION OF IWT
TERMINAL AT DHUBRI IN NW-2**

TENDER NO. IWAI/PR2/3(DHB)/2011



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

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NOTICE INVITING TENDER

NAME OF WORK: **ENGAGEMENT OF CONSULTANT FOR PREPARATION OF PROJECT REPORT FOR CONSTRUCTION OF IWT TERMINAL AT DHUBRI IN NW-2**

Sealed Tenders on two cover system are invited on behalf of Inland Waterways Authority of India, for “**ENGAGEMENT OF CONSULTANT FOR PREPARATION OF PROJECT REPORT FOR CONSTRUCTION OF IWT TERMINAL AT DHUBRI IN NW-2**”.

1. The Scope of work of consultant shall be as follows:
 - 1.1 Reconnaissance survey of the terminal site and its linkages with road and rail.
 - 1.2 Review of earlier reports, available statistics and update the same to assess the potential IWT traffic at the proposed terminal at Dhubri for the time-frame 2015, 2020 & 2025 in consultation with all nodal agencies like Brahmaputra Board, Government of Assam, Jute Corporation of India, IWAI, Chamber of Commerce, traders etc.
 - 1.3 Prepare terminal layout Plan along with various facilities like berthing structure, bank protection work, storage shed, hard stand, office building, internal road, water supply, sewerage, electricity etc. Road connectivity between the terminal and the main road outside it shall be examined and proposal for seamless connectivity made.
 - 1.4 Geotechnical investigation for design of various terminal structures.
 - 1.5 Detailed engineering design & drawings, preparing specifications, bill of quantities, cost estimates and construction schedule for all capital works for setting up of the IWT terminal at Dhubri. IWAI will provide to the selected consultant the surveyed map of the terminal land, hydrographic survey data of the river Brahmaputra at the terminal and technical specifications of the terminal flat (pontoon) that is proposed to be integrated as berthing facility at Dhubri, if need be, with modifications to be recommended by the Consultant.
 - 1.6 Proof checking of design through an independent agency, preferably Govt. agency/ institution.
 - 1.7 To recommend cargo handling equipment required at terminal, considering the prevailing norms for operation alongwith inter modal compatibility and its merits/demerits along with its cost.

2. The consultancy firms should be having proven caliber, capacity and experience of similar works for being eligible to bid for the work.
- 2.1 The bidders shall submit the following documents along with the Technical bid (Cover-1)
 - i) Profile of the firm with details of key personnel.
 - ii) General organizational capability and resources.
 - iii) Organizational strength including manpower, other resources etc.
 - iv) List of consultancy services of comparable nature successfully completed during past 5 years and current commitments.
 - v) Proof of similar works on hand and the best 5 assignments of similar nature completed during past 5 years.
[Similar works means providing consultancy services for preparation of project reports for construction of Ports, river terminals, IWT terminals, riverine structures, logistic hub etc.].
 - vi) Proof of financial strength of the bidder. Attach Annual reports and audited financial statements for the last three years.
 - vii) Any other proof/document considered relevant in the context of the proposed assignment.
 - viii) A brief write-up on the terminal being proposed by the consultant with schematic diagram, indicative structural drawing of structures/infrastructure proposed in the format as enclosed at Form Tech.3A.
 - ix) A written undertaking that the representatives of the Consultant have visited the site of the proposed terminal before submission of bids and that they are familiar with the location and requirements of IWAI. It is advised that such visit be undertaken prior to the pre-bid meeting.
- 2.2 The bid shall be evaluated as per the evaluation criteria indicated in instructions to bidders Part-II of the bid.
3. The duration of the proposed Consultancy Services is 6 months.
4. The tender document can be purchased during working hours between 10.00 hrs to 17.00 hrs on working days from 10.2.2011 to 03.03.2011 from the office of the Chief Engineer, IWAI, A-13,Sector-1, Noida-201301(U.P) by paying Rs 1000/- (One

thousand only) in the form of DD in favour of “IWAI FUND” payable at Noida at any nationalized/ scheduled bank.

The tender document can also be downloaded from IWAI website at www.iwai.nic.in

The cost of tender document as mentioned above should be submitted in the form of Demand Draft in favour of “IWAI FUND” payable at Noida at any nationalized/ schedule bank along with bids in case the tender is downloaded from website. Bid without tender cost will be rejected. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder using downloaded tenders. A pre bid meeting in this regard will be held at 1100 hrs. on 23.2.2011 at **IWAI, A-13, Sector-1, Noida-201301(U.P)** (Minutes of the pre-bid meeting will be the part of the tender document).

5. Tender duly complete in all respect shall be submitted before 15.00 hrs. on 04.03.2011 in the office of **The Chief Engineer, IWAI, A-13, Sector-1, Noida-201301(U.P)** and shall be opened on same day at 15.30 hrs. in the presence of bidder, whoever is present.
6. In case the above scheduled dates are declared public holidays the tenders will be received and opened at the same time on next working day.
7. The tender shall be accompanied by Earnest Money Deposit of Rs. 40,000/- (Rupees forty thousand only) in the form of Demand Draft drawn in favour of “IWAI FUND” payable at Noida. The Earnest Money by cheque or in the form of Bank Guarantee will not be accepted. Tender(s) not accompanied by Earnest Money as mentioned above will not be considered.
8. The tenderer shall submit the tender satisfying each and every condition laid down in this notice and tender documents, failing which, the tender will be liable to be rejected.
9. The **Inland Waterways Authority of India** reserves the right to cancel the tender or reject the bid of any tenderers without assigning any reason.

Chief Engineer
IWAI, Noida

Date:.....

Section 2

Instructions to Consultants (ITC)

Part I

Standard

1. DEFINITIONS

- (a) Employer means the Inland Waterways Authority of India and its successors who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) **“Consultant”** means any entity or person or associations of person who provides the Services to the Employer under the Contract. Joint Venture companies are not covered by this term.
- (c) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Consultant together within the documents referred to therein including all the attached documents listed in the tender documents and Appendices.
- (d) **“Personnel”** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof.
- (f) **“Proposal”** means the Technical and Financial Proposals as mentioned under this tender.
- (g) **“Assignment / job”** means the work to be performed by the Consultant pursuant to the Contract.
- (h) **“Sub-Consultant”** means any person or entity with whom the Consultant subcontracts any specific and specialized part of the Assignment/job with prior approval of Employer.
- (i) **“Terms of Reference” (TOR)** means the document included as here under which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

- (j) **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.
- (k) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (l) **Engineer-in-charge's representative** means any officer of the Authority nominated by the Engineer-in-charge for day to day supervision and coordination for facilitating completion of the assignment as per the Contract.
- (m) **Chairperson/Chairman:** means **Chairperson/Chairman** of Inland Waterways Authority of India.
- (n) **Chief Engineer:** means the Chief Engineer of the Authority.
- (o) **Director** means the Director of the Authority, as the case may be.
- (p) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (q) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (r) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (s) **Work Order** means the Letter of Award issued by the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (t) **Day:** means a calendar day beginning and ending at mid-night.
- (u) **Week:** means seven consecutive calendar days
- (v) **Month:** means the one Calendar month.
- (w) **Site** means the waterway and / or other places through which the works are to be executed.
- (x) **Vessel:** means the vessel/craft belonging to the Consultant/contractor for carrying out the work.
- (y) **“Consultancy Services”** means Consultancy Services/Works to be executed in accordance with the contract.

2. INTERPRETATIONS

- 2.1** Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

3. INTRODUCTION

- 3.1** Detailed scope of the assignment/ job has been described in the Terms of Reference, Section 5.

- 3.2** The Proposal will be the basis for contract negotiations if any and ultimately for a signed Contract with the selected Consultant.

- 3.3** Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

4. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

- 4.1** Consultants may request a clarification on any clause of the bid documents during the pre bid meeting or prior to the bid submission date. Any request for clarification must be sent in writing, or by standard electronics means to the Employer's address indicated in the bid document. The Employer will respond in writing or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all prospective bidders.

- 4.2** At any time before the submission of bid, the Employer may amend the TOR by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of bid.

5. CONFLICT OF INTEREST

- 5.1** Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2** 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 the termination of its Contract during execution of assignment.

6. PROPOSAL

All applicants may only submit one bid proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

7. VALIDITY OF OFFER

The tenderer shall quote the rates as per the prescribed schedule. The rates quoted shall be firm and shall be kept valid for consideration for at least **90 days** from the date of closing of the tender.

8. PREPARATION OF PROPOSALS

- 8.1** The bid as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 8.2** In preparing their bid, Consultants are expected to examine in detail the documents comprising the bid document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 **Technical Proposal:**

While preparing the Technical Proposal, Consultants must give particular attention to the operational safety & efficiency of the terminal, considering its functioning during both flood season and lean season.

8.4 Consultants are required to submit a Technical Proposal in forms provided in the Section-3 (Technical Proposal – Standard forms). **Submission of the wrong type of Technical Proposal may cause the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from **(a) to (g)** using the attached Standard Forms (**Section 3**). **Form Tech – 1** is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a)** A brief description of the consultant’s organization will be provided in **Form Tech-2**. In the same Form, the consultant will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/job, contract validity, and Consultant’s involvement. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (b)** A description of the approach, methodology and work plan for performing the Assignment/job shall be provided as per **Form TECH-3** and conceptual layout & features of the terminal as per **Form Tech 3A..**
- (c)** The organisation & team composition for the assignment by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in **Form TECH-4**.
- (d)** CVs of the Professional staff as mentioned in para **8.4 (c)** above signed by the staff themselves or by the authorized representative of the Professional Staff is to be provided in **Form Tech -5**. **Form Tech-5** must be furnished for the Team leader and at least two level -2 professional staff (One from Civil & one from Mechanical).Team

leader is required to be Graduate in Civil Engineering with minimum 10 years experience and possessing comprehensive understanding of IWT operation and experience in planning and implementation of IWT projects. The Level-2 professional staff shall be graduate in Engineering in respective discipline with minimum 6 years relevant experience. CV's of personnel over 65 years will not be considered.

(e) Activity Schedule as per **Form Tech-6**.

(f) Information regarding any conflicting activities and declaration thereof in **Form Tech-7**.

8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial offerer may be declared non responsive.

8.6 Financial Proposal:

The Financial Proposal shall be prepared using the attached Standard Forms (**Section 4**). The price quoted shall include all the costs for carrying out all scope of works as mentioned under this contract and the “**Terms of Reference**” including all mobilization/demobilization, setting of offices, cost of surveys / investigations to be paid to any specialized agency, all design drawing works, all checks, certification, taxes and other charges if any to be paid to statutory agencies/specialized agencies. No payment other than that quoted and as accepted by IWAI after negotiation if any, shall be made by the Authority (IWAI). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

9. Taxes

The Consultant shall pay all taxes as applicable for such consultancy works (such as: value added or sales tax, service tax or duties, fees, levies under the Contract). All such taxes must be included by the consultant in the financial proposal. Income tax as applicable will be deducted at source from the payment due to the Consultant.

10. EARNEST MONEY DEPOSIT (EMD)

(i) An EMD of Rs. **40,000/-** (Rupees forty thousand only), in the form of DD drawn in favor of the “IWAI Fund” payable at Noida, must be submitted along with the Proposal.

- (ii) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (iii) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- (iv) Bank guarantee will not be accepted towards the earnest money deposit.
- (v) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful bidder or on expiry of the validity of their offer, whichever is earlier.

10.2 The EMD shall be forfeited by the Employer in the following events:

- (i) If bid submitted is withdrawn during the validity period or any extension agreed by the consultant 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 consultant tries to influence the evaluation process.

11. SUBMISSION, RECEIPT, AND OPENING OF PROPOSAL

11.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.

11.2 An authorized representative of the Consultants shall sign all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

11.3 The original and one copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposal, EMD and cost of tender document (if any) shall be placed into an outer envelope and sealed. This outer envelope shall bear the

submission address, reference number be clearly marked “DO NOT OPEN, BEFORE 15.30 hrs. on 04.03.2011. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

11.4 The Proposals must be submitted to **The Chief Engineer, IWAI, A-13, Sector-1, Noida-201301(U.P)** not later than 15.00 hrs. on 04.03.2011 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

12. PROPOSAL EVALUATION

- 12.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.
- 12.2 The tender shall be evaluated by the Tender Evaluation Committee (TEC) constituted by the employer.
- 12.3 The employer shall consider the financial proposal only after analyzing and evaluating the Technical Proposals and finding the bidder fit/qualified for considering his financial proposal.
- 12.4 The tender committee shall evaluate the Technical Proposals on the basis of the merit of the consultant, their experience and exposure in the respective field, their responsiveness to the Terms of Reference and the schematic terminal plan, tentative diagrams and drawings as submitted by the consultant by applying the specified evaluation criteria as given in the Part-II, Data sheet. A proposal may be rejected if it is found deficient as per the requirement indicated in the tender document. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain

unopened. The IWAI may request any / all bidders for furnishing clarifications on its technical proposal during the evaluation process. Such requests will be communicated in writing and the clarifications to be furnished thereon shall not lead to any changes in the financial offer. Method of selection of the Consultant considering Technical and Financial offers shall be as given in Part-II , Data Sheet.

13 Opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened on a subsequent date with due prior intimation in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score and their financial proposal shall be read out.

The TEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

14. Award of Contract

- 14.1 After completing all the formalities / scrutinising the proposal, the Employer shall issue a Work Order to the selected Consultant.
- 14.2 The consultants will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the standard form of Contract in Annexure.1, Section-6, within 15 days of issuance of the Work Order duly furnishing the requisite Performance Security in prescribed Proforma (Annexure.2, Section.6) as per clause 8 of general Conditions of Contract.
- 14.3 The Consultant is required to commence the Assignment within 7 days from the date of signing of Contract.

15. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to any one until the award of the Assignment. The undue

use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and anti-corruption policy.

16. Ethics

16.1 It is the Employer's policy that the Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:

- (a) define, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IWAI if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract;

INSTRUCTIONS TO CONSULTANT

Part-II DATA SHEET

- | <u>Para No.</u> | <u>Ref to ITC</u> | <u>Particulars of Data Sheet</u> |
|-----------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 12.4 | <p>Evaluation Criteria: sub-criteria, for evaluation of Technical Proposals</p> <p>(a) “Team leader (Level.1 professional staff) must score a minimum of 70 % marks. A Proposal may be rejected if the above professional staff scores less than 70 % marks.</p> <p>(b) The criteria and sub-criteria to be used for evaluation shall be as follows:</p> |

Item Code	Criteria and Sub-Criteria	Marks	Sub-division of Marks
1	Firm’s Relevant Experience	40	70 % of the maximum marks shall be awarded for similar assignments undertaken by the Consultant firm. The remaining 30% shall be awarded for other relevant experience.
2	Proposed methodology in response to the TOR and conceptual plan of the terminal	20	Evaluation will be based on the quality of submissions and understanding of the assignment evident.
3	Team leader	25	60% of the maximum marks shall be awarded for the number of similar assignments has worked on. 20% shall be awarded for the academic / professional qualifications. 20% shall be awarded for other relevant experience.
4	Level-2 Professional Staffs	15	60% of the maximum marks shall be awarded for the number of similar assignments has worked on. 20% shall be awarded for the academic / professional qualifications. 20% shall be awarded for other relevant experience

(c) Selection of Consultants on the basis of evaluation of Technical Proposals:

Consultants who’s Technical Proposals secure 70 points or more shall be short-listed for evaluation of their Financial Proposals. However, if the number of such pre-qualified consultants is less than two, the Employer may, in its sole discretion, pre-qualify the consultant whose technical score is more than 60 points, provided that in such an event, the total number of pre-qualified and short listed consultant shall not exceed two.

2. 12.4 **Method of Selection:**

(a) Each Financial Proposal shall be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal shall be considered.

(b) The Evaluation Committee shall determine whether the Financial Proposals are complete, unqualified and un-conditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal will be given a financial score (S_F) of 100 points. The financial score of other financial proposals will be computed as follows:

$$(S_F) = 100 \times (F_M)/F \text{ where } F = \text{Amount of Financial Proposal,}$$

$$F_M = \text{Lowest financial proposal received}$$

Proposals will finally be ranked according to their combined technical (S_T) and financial score (S_F) as follows:

$$S = (S_T) \times T_W + (S_F) \times F_W$$

Where, T_W and F_W are weights assigned to technical and financial proposal that shall be 0.7 and 0.3 respectively. The successful Consultant shall be the Consultant having the highest combined score. The second highest consultant shall be kept in reserve and may be invited for negotiations in case the first-ranked Consultant withdraws or is not selected for any reason.

Section 3

Technical Proposal - Standard Forms

LETTER OF PROPOSAL SUBMISSION

To
The Chief Engineer,
IWAI,
A-13, Sector-1,
Noida (U.P).

Dear Sir,

We, the undersigned, offer to carry out the CONSULTANCY SERVICES FOR PREPARATION OF PROJECT REPORT FOR CONSTRUCTION OF IWT TERMINAL AT DHUBRI IN NW-2 in accordance with your Tender document No. IWAI/ PR2 /3(DHB)/ 2011. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

Provide here a brief description of the background and organization of your firm/entity for this Assignment. The brief description should include ownership details, date and place of incorporation of the firm, principal objectives of the firm etc.

B - Consultant's Experience

Using the format below, provide information on each Assignment for which your firm carried out consulting Assignment similar to the ones requested under this Assignment.

1. Name & Address of the Client:

Assignment name:

1.1 Description of Project

1.2 Location (Country and location within country):

1.3 Duration of Assignment (months) :

1.4 Total No of staff-months of the Assignment:

1.5 Approx. value of the Assignment provided by your firm under the contract (in Rupees):

1.6 Start date (month/year):

1.7 Completion date (month/year):

1.8 Name of associated Consultants, if any:

1.9 No of professional staff-months provided by associated Consultants:

1.10 Name of senior professional staff of your firm involved and functions performed.

1.11 Description of actual Assignment provided by your staff within the Assignment:

Note: Please provide documentary evidence from the client i.e copy of work order / work completion certificate for each of above mentioned assignment. The experience may not be considered for evaluation if such supporting documents are not furnished with the proposal.

DESCRIPTION OF APPROACH & METHODOLOGY FOR PERFORMING THE ASSIGNMENT

Technical approach *and* methodology are key components of the Technical Proposal. The bidder is required to present its Technical Proposal duly elaborating the following;

Technical Approach and Methodology: In this chapter, bidder should explain its understanding of the objectives of the Assignment, approach to the Assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. It should highlight the problems being addressed and their importance, and explain the technical approach bidder would adopt to address them. Bidder should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.

FORM TECH-3(A)**CONCEPTUAL LAYOUT & FEATURES OF THE PROPOSED
TERMINAL**

(A) The bidder shall furnish here a brief write up on the facilities it visualizes to be developed at the proposed terminal. The description shall cover the following aspects;

- 1) Berthing facility
- 2) Approach jetty & gangway connecting the terminal flat with the onshore facilities.
- 3) General layout of the onshore facilities like covered storage, open storage, internal roads, electrical / water supply utilities, office, security post, parking space etc.
- 4) Phasing of the development ie; potential / prospects for scaling up the capacity of the facility depending up on growth in cargo movement.
- 5) Type of cargo handling equipments suitable for the terminal
- 6) Bank protection
- 7) Connectivity of the terminal with public road for efficient movement of trucks

(B) A schematic diagram of the facility layout showing all key components as above shall be furnished in a size not smaller than A3 size. The diagram shall be made taking into consideration the actual layout & dimensions of the land area earmarked for the terminal. The details of the land will be provided to the bidder by IWAI.

FORM TECH-4**ORGANISATION & TEAM COMPOSITION FOR THE ASSIGNMENT**

Sr. No.	Name and Designation of Expert	Area of Expertise and years of experience	Task / position proposed to be Assigned

Note: As required the bidder has to use the above format and submit details as sought.

FORM TECH-5**CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

[For each position of key professional separate form Tech-5 will be prepared]

1. Name of Staff :

2. Proposed Position :

3. Date of Birth :

4. Nationality :

5. Education :

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

6. Membership of Professional Associations:

7. Other Training :

8. Countries of Work Experience :

[List countries where staff has worked in the last ten years]

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

10. 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 :

11. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment]

12. Work Undertaken that Best illustrates Capability to Handle the Tasks Assigned [Among the Assignments in which the staff has been involved, indicate the following information for those Assignments that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project :

Year :

Location :

Employer :

Main project features :
Positions held :
Activities performed :

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member]

Certified that I shall be available for the above assignment for the duration of the Consultancy Assignment.

Signature

Name:

Proposed Designation:

ACTIVITY SCHEDULE FOR COMPLETION OF THE ASSIGNMENT

Sl.no.	Activity	Weeks									
		1	2	3	4	5	6	7	8,9,10 24		
1											
2											
3											
4											
5											
6											

The format may be suitably used to depict the Activity Schedule in sufficient details.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the firm which are of conflicting nature as mentioned in Para 5 of Instruction to Consultant. If yes, please furnish details of such activities.

If no, please state accordingly,

We hereby declare that our firm or any of the member of the firm have not indulged in any such activities which can be termed as the conflicting activities under Para 5 of Instruction to Consultant. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]
Name and Title of Signatory
Name of Firm
Address

Section 4

Financial Proposal - Standard Form

FINANCIAL PROPOSAL SUBMISSION FORM

To:
The Chief Engineer,
IWAI,
A-13, Sector-1,
Noida (U.P).

Dear Sir:

We, the undersigned, offer to provide the CONSULTANCY SERVICES FOR PREPARATION OF PROJECT REPORT FOR CONSTRUCTION OF IWT TERMINAL AT DHUBRI IN NW-2 in accordance with your Tender document No. IWAI/PR2/3(DHB)/2011 and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes prevailing as on date of submission of bid. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Yours sincerely,

Authorized Signature [In full and initials]
Name and Title of Signatory
Name of Firm
Address

SUMMARY OF COSTS

Sl No.	Item	Price (in Rs)
1.	Consultancy Services for preparation of project report for construction of IWT terminal at Dhubri in NW-2 in accordance with Tender document No. IWAI/PR2/3(DHB)/2011	
2.	Service tax and / or any other taxes at prevailing rate.	
3.	Total price	

Rupees..... only (in words).

Authorized Signature

Name:

Designation

Name of firm:

Address:

SECTION 5

TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR PREPARATION OF PROJECT REPORT

1. BACKGROUND

- 1.1 Inland Water Transport (IWT) is operationally cheaper, high in fuel efficiency and environment friendly. It has vast potential to act as an alternate and supplementary mode of transportation in certain conditions. India has large number of inland waterways consisting of rivers, canals, backwaters, creeks, lakes etc. which have the potential for development of efficient waterways transport network. However, development of inland water transport remains much below the desired level for a long time.
- 1.2 Inland Waterways Authority of India hereinafter referred to as IWAI (or Authority), an autonomous organization under Department of Shipping (DoS), Govt. of India was constituted in October 1986 for development and regulation of inland waterways of the country for shipping and navigation. Waterways which are declared as National Waterways (NWs) are developed, maintained and regulated by IWAI for shipping and navigation.
- 1.3 So far, five waterways namely (i) the Ganga-Bhagirathi-Hoogly river system from Haldia to Allahabad (1620 km), (ii) the Brahmaputra from Dhubri to Sadiya (891 km), (iii) West Coast canal from Kottapuram to Kollam along with Champakara and Udyogmandal canals (205 km), (iv) Kakinada - Pondicherry canals integrated with rivers Godavari and Krishna (1095 km) and (v) East Coast canals along with river Brahmani and Mahanadi (621 km), have been declared as National Waterway No. 1,2,3,4 & 5 respectively. River Barak in its stretch from Lakhipur to Bhanga (121 kms) in Assam is under active consideration for declaration as National Waterway.
- 1.4 IWAI has acquired 1.80 Ha of land at Dhubri along NW.2 for setting up of an IWT terminal. A sketch showing the limits and dimensions of the piece of land as well as the Hydrographic survey data of the river section extending 250 m. downstream and 250 m. upstream of the terminal land will be made available to the Consultant by IWAI.

2. OBJECTIVE OF THE STUDY

- i) The objective of the study is to prepare a Project Report for construction of an IWT terminal at Dhubri to facilitate systematic transportation of goods by mechanized barges, from / to that station by inland water transport along the NW.2. The terminal is envisaged to be a floating type, utilizing the terminal pontoons of IWAJ already available in NW.2, with suitable modifications as may be necessary to develop it as a proper berth with gangway. The approach jetty is proposed to be made of a combination of RCC structure and steel gangway to facilitate operation of the facility in all weather and round the year. Berthing of one powered vessel of self propelled type barge of 750 to 1000 MT carrying capacity and with loaded draft of 2.50 meters is envisaged at the terminal . The Jetty should be planned at a suitable depth so that vessels as mentioned should be able to berth for loading/unloading of Cargo during flood season as well as lean season and be connected to the shore by an approach jetty of appropriate width. The terminal should have suitable mooring facilities, fire fighting water line, water supply pipeline, power line for shore connection to barges, fenders etc.
- ii) It is envisaged that to the extent possible, all shore based buildings / godowns shall be prefabricated, pre engineered type from reputed Indian manufacturers (for example : Kirby) conforming to best standards in vogue in logistic / supply chain industry. The approximate requirements of (a) covered godown and (b) ancillary buildings like office + customs station + security area + stores + enclosures for utilities like generator, water supply/firefighting systems etc may be considered as 800 M² and 500 M² respectively. The space under (b) above may consist of different units depending on the final layout of the terminal.

3 TERMS OF REFERENCE

The Consultant is required to prepare a Project Report for setting up of an Inland Water Transport terminal at Dhubri including detailed designing, structural drawings, preparation of construction drawings, preparation of detailed estimate and preparation of necessary tender document. The activities in details shall be as follows:

- i) Review of traffic projections, study and data collection from earlier reports, all relevant authorities update the same for future potential traffic for the time-frame 2015, 2020 & 2025. Fixing the location of berthing jetty so as to ensure safe berthing of loaded barges up to 2.50m draft during leanest period. Geo-technical investigation at berthing jetty location (two locations) and on the terminal land (two locations) for the purpose of design of structures. Collection & analysis of

water level data for ascertaining the appropriate level of the jetty, current data both in magnitude and in direction as required for designing the berthing face of the jetty for safe berthing, morphological data requirement for the purpose of river bank protection works etc.

- ii) Preparation of detailed terminal layout plan , land development plan, along with design and structural drawings, specifications for all structures like berthing jetty, approach jetty, covered and open storage along with all allied structures / buildings / facilities like, security office, Customs enclosure, bunkering of fuel, water supply, fire fighting and electrical facilities including compound lighting, requirement of power, transformer / generator etc. complete..
- iii) Prepare detailed design, drawings, estimated costs and technical specifications for adapting the existing terminal pontoons as the berthing facility at Dhubri with due connectivity to shore. Furnish similar details in respect of the gangway. Calculations of stability and safety of the proposed arrangements with respect to the proposed operations and river characteristics at the location to be furnished.
- iv) Prepare detailed design, drawings, technical specifications, bill of quantities and cost estimates for the shore protection works required for the site to prevent any erosion.
- v) Preparation of detailed layout plan along with design, drawings, specifications for internal road, drainage, boundary wall (if required) and gate.
- vi) Examine the adequacy of the existing road linkages between the terminal and nearest main road, propose improvements, if any required, to facilitate smooth flow of traffic from / to the terminal and hinterland. Requirement of land acquisition (if any) for widening of road / improvement of bends and detailed design, specifications and cost estimates for improvement of road shall be worked out along with drawings as a separate sub-item.
- vii) Every estimate made shall be duly supported by the justifications for the rates adopted / basis of rates like Assam PWD rates / market rates/ lowest budgetary offers received etc.
- viii) Proof checking of design through independent agency of repute before submission to IWAI. The proof Checking authority shall endorse on the drawings itself the basic assumptions adopted in the design process.
- ix) Recommend cargo handling equipments required at terminal, considering the prevailing norms for operation along with inter modal compatibility and its merits/demerits. The Consultant to furnish its proposal for transfer of cargo

between the shore based facilities and the floating berth by both mechanical and manual methods for break bulk goods / packaged goods of approx lot size up to 1 tonne weight.

- x) Preparation of specifications, bill of quantities, estimates and tender documents containing General Condition, Special Condition, Technical Specification and NIT, etc. to facilitate arrangement of the works after the finalization of the Project Report.
- xi) Preparation of realistic construction schedule for the terminal indicating the sequence of activities duly considering the river characteristics in different seasons and priority of works. The phasing of expenditure is also to be worked out.
- xii) Submission of all above details to IWAI in the form of a Project Report along with complete tender document for undertaking the work.

THE DPR SHOULD HAVE THE FOLLOWING INFORMATIONS:-

- 1) Data in respect of land survey, Hydrographic survey, hydrological data, existing traffic and traffic projection, linkages with other modes.
- 2) Soil investigation report
- 3) Terminal layout plan and concept design indicating details of all facilities along with justification. The concept and operational aspects kept in view in the preparation of layout and design of the terminal shall be duly elaborated as a separate chapter explaining the alternatives examined and justification for the facilities recommended by the consultant.
- 4) Detailed design and structural drawing for the berthing jetty, approach jetty and related bank protection works, covered Godown, open storage, office building, security building, other buildings, water supply and fire fighting, and ancillary structures & facilities.
- 5) Details and proposal for safe berthing and operation of IWT vessels at the terminal including mooring facilities.
- 6) Facility for bunkering of fuel and fresh water in to IWT vessels.
- 7) Certificate of proof checking by the Independent agency.

- 8) Detailed technical specifications and estimated costs for procurement of plant and machineries for mechanised handling of cargo.
- 9) Detailed estimate for construction of terminal including all facilities and services.
- 10) Time schedule for the implementation of capital works.
- 11) Social and environmental impact, if any.
- 12) Suggested tariff structure for use of terminal facilities.
- 13) Full set of tender document for invitation of bids for construction of the terminal.
- 14) All load calculations, design parameters and safety considerations should be based on relevant stipulations of the I.S Code and on best industry practices duly checked by independent agency.

4. REPORTS TO BE SUBMITTED:-

The consultant shall furnish to IWAI the following reports and documents.

- i) Inception report consisting of reports and details of all Study and data collection, analysis of data, reconnaissance survey of terminal site, review of traffic projection, and potential traffic for time frame 2015,2020 & 2025, submission of inception report along with terminal layout plan including various facilities and concept design.
- ii) Reports on Geo technical investigation, design, drawing with calculations, duly checked and certified by independent agency preferably Govt. institution/agency
- iii) Submission of draft Project Report as per scope of work and TOR's along with all design, structural drawings, detailed estimate and draft tender document for work along with draft construction drawing
- iv) Submission of final Project Report as per scope of work and TOR's along with all design, structural drawings, detailed specifications, detailed estimate, construction drawing, final tender for inviting bids for the work.
- v) Each stage shall be taken up by the consultant after obtaining due approval from IWAI regarding acceptance of the earlier stage works as executed and submitted. Apart from the specified number of hard copies of each report, two soft copies shall also be submitted by the Consultant.

5 TIME SCHEDULE

The time of completion of the study will be as given below:

Sl.no	Activity	Time in weeks reckoned from the date of Contract.
a)	Submission of Inception Report after review of available data, site visits, reconnaissance survey, discussions with all concerned and firming up the conceptual design and basic design considerations, assumptions and identification of vendors. (Three copies)	8 weeks
b)	Submission of draft report after receipt of Comments from IWAI on the Inception Report and carrying out field data collection, soil investigation etc. along with designs, technical specifications, indicative / block costs. (6 copies) and a presentation of same at IWAI, Noida.	16 weeks
c)	Receipt of comments of IWAI on the draft report.	20 weeks
d)	Submission of final report (10 copies) and presentation at IWAI Noida.	24 weeks

SECTION - 6

Conditions of Contract

and

Standard Form of Contract

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General Conditions of Contract

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General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

- (a) “Employer” means Inland Waterways Authority of India, Ministry of Shipping, Govt. of India, Noida.
- (b) “Consultant” means any entity or person or associations of person who submit their proposals to provide the Services to the Employer or with whom the Employer has entered into a contract to provide the said Services.
- (c) “Contract” means the contract agreement signed by the parties for performance of the Assignment.
- (d) “Engineer in Charge” means the officer of the Employer nominated to be responsible for overseeing the performance of Contract.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India unless specifically stated as any particular State Government.
- (g) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (h) “Proposal” means the Technical Proposal and the Financial Proposal.
- (i) “Assignment” means the work to be performed by the Consultant pursuant to the Contract.
- (j) “Sub-Consultant” means any person or entity with whom the Consultant has entered in to an arrangement to provide any specific / specialized services forming part of the Assignment with the consent of Employer.
- (k) “Terms of Reference” (TOR) means the document included in the bid document as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment.
- (l) “GC” means these General Conditions of Contract.
- (m) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Third Party” means any person or entity other than the “Employer”, or the Consultant.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law and Language Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. English shall be the language of the Contract.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party to its address.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Agreement.

1.6 **Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.7 Fraud and Corruption

Definitions: It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

- (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

2. COMMENCEMENT, COMPLETION, EXTENSION, MODIFICATION AND TERMINATION OF CONTRACT.

- 2.1 **Commencement and Expiration of Contract:** The Consultant shall begin carrying out the Services within 7 days from the date of signing of Contract.

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 submitted in Form Tech 6 or agreed to between the parties may not be adhered to, the Consultant shall inform the Engineer in Charge in writing of such anticipated delay along with reasons and request for extension of time. Extension of time not exceeding 3 weeks may be granted by the Engineer in Charge at his sole discretion if the reasons and justifications submitted for seeking the extension of time are convincing.

- 2.3 **Modifications or Variations:** Any modification or variation 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 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 circumstance which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the 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, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.4.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.4.3 Measures to be taken:

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

2.5 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant 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 (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.6 Termination

2.6.1 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 pursuant to Clause GC 2.5 hereinabove, 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 pursuant to Clause GC 7 hereof.
- (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, decides to terminate this Contract.

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

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

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof 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 pursuant to Clause GC 7 hereof.

2.6.3 **Cessation of Services:** Upon termination of this Contract by notice pursuant to Clauses GC 2.6 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.

2.6.4 **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.6.1 hereof, the “Employer” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.6.1, 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) of Clause 2.6.1 at the sole discretion of the Employer, the amount payable to the Contractor shall be for Services satisfactorily performed prior to the effective date of termination, less 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. The agreed stages of payment at clause 5 shall be the guiding factor for deciding the completion stage of the Assignment.

2.6.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) to (g) of Clause GC 2.6.1 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 under Clause GC 7 hereof.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and 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 Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the Employer’s 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 reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

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

3.4 Insurance to be Taken out by the Consultant: The Consultant shall take out and maintain adequate insurance at its own cost against various risks including 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.

- 3.5 **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.

The Consultant is required to make a presentation at IWAI office, Noida on their Inception Report and Draft report at the time of submission of above reports.

4. OBLIGATIONS OF THE EMPLOYER

- 4.1 **Assistance to Consultant:** The “Employer” shall use its best efforts to facilitate the following;
- (a) Facilitate the Consultant obtain requisite permissions for visit to various potential project sites and discussions with state government officials and provide such other documents as may be available with IWAI.
 - (b) Issue to officials, agents and representatives of concerned Authorities all such communications as may be necessary or appropriate for the prompt and effective performance of the Assignment.
- 4.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Assignment, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
- 4.3 **Payment:** In consideration of the Assignment performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 5 of this Contract.

5. PAYMENTS TO THE CONSULTANT

5.1 Total Cost of the Services

The total cost of the Assignment payable is set forth in the Work Order which forms an integral part of the Contract. Income tax as applicable will be deducted at source from the payments due to the Consultant.

STAGES OF PAYMENT

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1) After signing of agreement and against Bank Guarantee issued in favour of IWAI by a Nationalised / Scheduled bank, valid for a period till submission of draft report. | -10% |
| 2) On submission of Inception Report | -20% |
| 3) On submission of draft report | -30% |
| 4) On submission of final report | -20% |
| 5) On acceptance of final report by IWAI | -20% |

6. FAIRNESS AND GOOD FAITH

- 6.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7. SETTLEMENT OF DISPUTES

7.1 Employer's Decision:

- (i) If a dispute of any kind whatsoever arises between the Employer and the Consultant in connection with, or arising out of provision of assignment, whether during the execution of or after their completion including any dispute as to any opinion, instruction, determination, certificate or valuation of either party, the matter in dispute shall, in the first place, be referred in writing to the other party. Such reference shall state that it is made pursuant to this clause. Not later than the 45th day after the day on which he received such reference, the receiving party shall give his findings and opinion in the matter of dispute to the other party. Such opinion shall state that it is made pursuant to this Clause.
- (ii) Unless the Contract has already been repudiated or terminated, the Consultant shall, in every case, continue to carry out the Assignment with all due diligence even while any such dispute is under consideration.
- (iii) Both parties shall make their best efforts to settle the matter amicably. In case of failure to settle the matter amicably, within 60 days from the day of receipt of reply from the other party, the aggrieved party shall give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute.
- (iv) Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 7.1(iii), the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

7.2 Arbitration

- 7.2.1 Any dispute in respect of which, amicable settlement has not been reached within the period stated in Sub-Clause 7.1, shall be referred for arbitration in the manner provided as under:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference as per clause 7.1 (iii) above.
 - (ii) Within thirty (30) days of receipt of such notice from either party the Engineer-in-Charge of work at the time of such dispute shall send to the Consultant or panel of three persons and there after the Consultant within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
 - (iii) Provided that if the Consultant fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period, the Chairman shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 7.2.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman, IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 7.2.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 7.2.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 7.2.5 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 7.2.6 The Assignment under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 7.2.7 The arbitration and conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.
- 7.2.8 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Noida/ New Delhi and

the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

7.3 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 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 provisions in the Contract.

8. PERFORMANCE SECURITY

8.1 Performance Security

The Consultant shall provide 10% of the agreed Consultancy fee as performance security for his proper performance of the Contract to the Employer within 15 days after the receipt of the Letter of Award. The performance security shall be in the form of a bank guarantee in prescribed form (Annexure-2) and shall be issued either by a Nationalised or Scheduled bank located in the country of the Employer. Bank guarantee shall cover entire duration of consultancy period plus 4 weeks.

8.3 Claims under Performance Security

Prior to making a claim under the performance security, the Employer shall, in every case, notify the Consultant stating the nature of the default in respect of which the claim is to be made together with the applicable provision in the Contract for the claim.

9. LIQUIDATED DAMAGES

- i) If the Consultant fails to progress the assignment of this agreement within the period specified under the Agreement, the consultant shall pay to the Employer compensation for delay as fixed and agreed liquidated damages, and not as penalty, sum equivalent to 0.1% of the agreed fees for each calendar day of delay.
- ii) The aggregate maximum of liquidated damages payable to the Employer under this clause shall be subject to a maximum of 10% of the total agreed fees.

10. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- (iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment including that of its Associates / Sub Consultants under the Contract.
- (v) The Consultant shall at all times 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 the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by the Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

ANNEXURES

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between Inland Waterways Authority of India, A-13, Sector-1, Noida, U.P, PIN. 201301 (hereinafter called the “Employer” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the First Part and, [name and address of Consultant] (hereinafter called the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide Consultancy services FOR PREPARATION OF PROJECT REPORT FOR CONSTRUCTION OF IWT TERMINAL AT DHUBRI IN NW-2 in response to the Letter of Invitation by the Employer ;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract and at a total fee of Rs..... (Rupees..... Only),
- (c) the Consultant has furnished the prescribed Performance security amounting to Rs..... (Rupees..... only) in the form of Bank guarantee No..... deted..... Valid till..... issued by.....

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The original proposal furnished by the Consultant,
 - (b) Letter of award of Consultancy No..... dated.....
 - (c) Acceptance letter dated furnished by the Consultant.

The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

In presence of

1. For and on behalf of the Employer

(Witnesses)

(i) [Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]

In presence of

(Witnesses)

(i)

(ii) [Authorized Representative]

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(To be submitted on Non-judicial Stamp Paper of Rs. 100/-)

To

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

In consideration of the Inland Waterways Authority of India (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 CONSULTANCY SERVICES FOR PREPARATION OF PROJECT REPORT FOR CONSTRUCTION OF IWT TERMINAL AT DHUBRI IN NW-2 on production of Performance security in the form of Bank Guarantee for Rs (Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (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 Contract Agreement.

2. 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 Rs (Rupees.....only).
3. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the **Consultant** shall have no claim against us for making such payment.
4. 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 defects liability period of one year 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.

5. 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.
6. 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.
7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(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.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.
9. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2010

for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch.(SEAL)

INDEX MAP

