

TENDER DOCUMENT

(No.IWAI/PL- 9(2)/ Barak - DPR/2010)

**Preparation of detailed project report for
development of Lakhipur – Bhanga Stretch
of Barak river for shipping and navigation**

September 2010

Inland Waterways Authority of India

(Ministry of Shipping)

A-13, Sector-1, Noida-201 301(U.P.)

No. IWAI/PL- 9(2)/ Barak - DPR/2010

Dated

To,

Sub: Preparation of detailed project report for development of development of Lakhipur – Bhanga Stretch of Barak river for shipping and navigation.

Ref: Your letter no.

Sir,

Please find enclosed herewith the Tender Document on the above mentioned subject as requested vide above cited reference.

The pre-bid meeting will be held at 1500 hrs on 18.10.10 at IWAI, Noida office.

The sealed tenders in two cover system i.e. one for technical bid and other for price bid are to reach this office latest by 1500 Hrs. on 02.11.10. The technical bids would be opened at 15.30 hrs on the same day. The tender shall be submitted in the form and manner as stipulated in this document.

Yours faithfully,

Chief Engineer

Encl. - As stated above.

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INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
A-13, Sector-1, Noida (U.P.) - 201 301
(Phone No.0120-2522971 * Fax No. 0120-2543973 & 2544041)

NOTICE INVITING TENDER

No.IWAI/PL- 9(2)/ Barak - DPR/2010

Tenders in two-cover system are invited from reputed Consultancy organizations for undertaking the following study:

Description of Study	EMD	Period of study
Preparation of detailed project report for development of Lakhipur – Bhanga Stretch of Barak river for shipping and navigation.	Rs 0.75 lakh	12 months

TERMS AND CONDITIONS

1. Only those firms who had undertaken minimum two studies related to development of navigation on rivers of India or elsewhere shall be eligible. Proof of the same needs to be produced alongwith the tender.
2. Tender document can be had from the office of Chief Engineer, IWAI, A-13. Sector-1, Noida, U.P- 201 301 on payment of Rs 2000/- in the form of DD drawn in favour of “IWAI Fund” payable at Noida/ New Delhi during office hours from 01.10.10 to 01.11.10. Tender document can also be downloaded from IWAI website www.iwai.nic.in . Those who choose to download the tender document shall have to submit the cost of tender document in the form of DD along with Technical Bid and also an undertaking that no addition/ deletion/change has been made to any of the tender clauses and it is exactly as per the document available in IWAI’s website.
3. Pre-bid meeting will be held at 1500 hrs on 18.10.10 at IWAI, Noida office.
4. The closing date for receipt of sealed tenders is at 15.00 hrs on 02.11.10. Technical bids will be opened at 15.30 hrs on the same day.
5. IWAI reserves the right to reject or accept any tender in full or part thereof without assigning any reason.
6. Other terms and conditions are as per the tender document.

Chief Engineer

2. BACKGROUND

2.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping Govt. of India, and is inter alia vested with responsibility of development and regulation of National Waterways of the country.

2.2 So far, following five waterways have been declared as National Waterways (NWs):

- i) The Allahabad-Haldia stretch of the Ganga- Bhagirathi - Hooghly river system (1620 km) declared as NW in 1986. (NW-1)
- ii) The Sadiya – Dhubri stretch of the river Brahmaputra, (891 km) declared as NW in 1988. (NW-2)
- iii) The West Coast Canal (Kollam – Kottapuram) along with Champakkara and Udyogmandal canals (205 km) declared as NW in 1993. (NW-3)
- iv) The Kakinada – Puducherry stretch of canals and the Kaluvelly Tank, Bhadrachalam – Rajahmundry stretch of river Godavari and Wazirabad – Vijayawada stretch of river Krishna, (1078 km) declared as NW in 2008; (NW-4) and
- v) The Talcher – Dhamra stretch of rivers, Geonkhali – Charbatia stretch of East Coast Canal, Charbatia – Dhamra stretch of Matai river and Mahanadi delta rivers, (588 km) declared as NW in 2008. (NW-5)

2.3 Barak river system is the second largest river system in the North Eastern Region. She originates from south of Kohima in Nagaland near Nagaland – Manipur Border. After traversing thorough Nagaland, Manipur and Assam. It splits at Bhanga into two streams called Surma and Kushiara. These two streams rejoin at Markuli in Bangladesh and thereafter the river is called Meghna. Barak – Meghna river system has a total length of 900 km (origin to up stream Chandpur in Bangladesh). Out of this, 524 km is in India, 31 km on Indo- Bangladesh Border and the rest is in Bangladesh. Out of 524 km in India, 403 km u/s of Lakhimpur is in the hilly terrain and is not navigable. Thus the navigable portion of Barak river in India remains only 121 km.

2.4 The Barak river had been used as a waterway route for North- East Region since long time. Regular cargo transportation between Kolkata / Haldia ports in West Bengal and Karimganj / Badarpur terminals on Barak river in Assam used to take place till eighties and nineties. Even now some barges do ply in this route. The Kolkata- Karimganj route is already a part of the Indo- Bangladesh Protocol on Inland Water Transport transit and trade.

2.5 Though this navigable stretch of Barak river (Lakhimpur – Bhanga) lies entirely in the State of Assam, the development of Inland Water Transport (IWT) mode on this stretch will also serve the transportation needs of Manipur, Mizoram and Tripura. The National Highway-53 connects Lakhimpur and Imphal, while NH-54 connects it with Aizwal and NH-44 connects Karimganj and Agartala. Thus development of river Barak shall provide an alternate connectivity to these states with rest of India. At the moment, transport service in these States is rendered mainly by road and rail through the ‘chicken neck’. The goods are transported with extreme difficulty/ delay due to traffic congestion and longer routes. The waterway has a distance advantage over rail and road modes. Thus, development of the navigable stretch of Barak river shall therefore provide vital alternate mode of transport to the region. It shall also provide port connectivity to a vast area of north-east through the existing Indo-Bangladesh IWT & Trade Protocol Routes.

2.6 To assess the viability of navigation in the Karimganj – Lakhipur stretch of Barak river, IWAI had carried out hydrographic survey during 1991. Thereafter, a Techno-Economic Feasibility Study (TEFS) was also got conducted by IWAI through M/s RITES in 1998. TEF Study established the technical and commercial viability of navigation in the Lakhipur – Karimganj stretch of Barak river and suggested various details of development of fairway, terminal and navigational aids.

2.7 Based on the TEFS report, a proposal to declare the Lakhipur – Karimgani (140km) Stretch of river Barak in Assam as National Waterway was prepared and submitted to the Govt. for consideration. However, it was decided that the stretch of Barak river between Karimganj and Bhanga was a common international boundary between India and Bangladesh, it will be desirable to consider the declaration proposal only for Lakhipur – Bhanga stretch of Barak river. The proposal to declare Lakhipur – Bhanga stretch as National Waterway therefore is in active consideration of the Govt.

2.8 Since, the TEF report was prepared about 10 year back (1999), many data might have undergone changes and it is not desirable that these may be used for execution of the project without updation. Therefore, for taking up the developmental works after declaration of the waterway as National Waterway, it becomes necessary to prepare a detail project report. Accordingly detailed terms and conditions and Terms of Reference (ToR) for preparation of Detailed Project Report (DPR) for development of Lakhipur – Bhanga stretch of river Barak follow in this tender document.

3. TERMS OF REFERENCE (ToR)

(i) Study/analyse (a) the Techno Economic Feasibility Study (TEFS) report prepared by RITES in January, 1999; and (b) the hydrographic survey charts prepared by IWAI during 1991, of this waterway.

(ii) Collect and study/ analyze the available data/ reports for the past 20 years regarding water level, discharge, velocity, bed and bank material, topographic data etc. of Barak River from Tipaimukh dam site to Karimganj from various sources like Central Water Commission (CWC), Brahmaputra Board, concerned State Departments, National Remote Sensing Agency, Survey of India, Tipaimukh Dam Authorities etc.

(iii) Conduct Thalweg Survey (longitudinal hydrographic survey along deepest part of navigation channel) from Tipaimukh dam site to Karimganj stretch of the river during low water season (Jan/Feb), prepare the Thalweg charts in 1: 50,000 scale and identify the shoals (shallow areas) for 1.6 m, 2 m and 2.5 m depth below chart datum.

(iv) Undertake cross-section surveys from bank to bank (up to normal HFL) at 500 m interval in the river stretch between Lakhipur and Bhanga during lean water season (Jan/Feb) and prepare survey charts in 1:5,000 scale

(v) Assess the discharge requirement for Least Available Depths (LAD) of 1.6 m, 2 m and 2.5 m below chart datum and availability of water for navigation during pre and post Tipaimukh dam scenario. Give a separate chapter/section on this in the report.

(vi) Study the cargo potential for IWT mode through this waterway given in the TEFS Report – 1991 of RITES, update it by conducting traffic O-D surveys as required and give in detail the cargo that can be divertible to IWT mode upon development of the waterway. Also provide traffic projections for time horizons of 5, 10 & 15 years. Give the origin and destination of each identified cargo along with basis/source.

(vii) Based on the data of river characteristics collected as per item (iii), above, provide in sufficient details, the following:-

A. Waterway development

a) Optimum dimension of the navigation channel which can be developed by undertaking river conservancy work (dredging, bandalling), river training, bank protection etc. Specifically give the requirement of dredging and bandalling (with details of calculation) to provide and maintain navigation channel with LAD of 1.6 m, 2.0 m and 2.5 m all round the year, including details such as disposal of dredged material etc.

b) Suggest the proposed Class of waterway in reference to IWAI (classification of inland waterways in India) Regulation 2006, for horizontal and vertical clearances for the cross structures such as bridges, cables etc.

c) Collect data & study the existing rail bridges, road bridges, foot bridges, power cables etc crossing the river between Lakhipur and Karimganj and recommend measures required to permit uninterrupted navigation along the river.

B. IWT terminals

a) Based on the cargo potential and other considerations necessary for locating an IWT terminal, provide extent of requirement of land for setting up of IWT terminals at Silchar and Lakhipur. Study viable alternate sites for the same and suggest two specific alternative sites for each, assigning first and second priorities. Collect details of land ownership etc and give the same in the report with source and supporting documents. Carryout preliminary topographic survey and give layout of plan for all suggested locations clearly indicating all facilities e.g jetty, approach to jetty, bank protection, covered and open storage, roads, office, sentry hut, boundary wall, bank protection, bunkering facility, water facility, turning circle for IWT vessels location of depth contours of 2m and 2.5m in the river near the terminal sites etc.

b) Study the provision of such requirements at existing terminals at Badarpur and Karimganj, and suggest further improvement required.

c) Provide preliminary engineering design, and drawings for setting up of terminals with related facilities including mechanical loading/ unloading at Silchar and Lakhipur and augmentation/ improvement of existing facilities at Badarpur and Karimganj. Also indicate the inter modal cargo transfer facilities required at these terminals.

C. Navigation aids

a) Suggest in sufficient details, requirement of 24 hrs navigation facilities including day marks, buoys with lights, lights on masts at banks, DGPS stations, buoy laying vessels, rescue vessel etc., along with their dimensions/drawings and numbers with justification.

b) Suggest types of communication facilities required on the cargo vessels etc

D. Cargo vessels

a) Suggest economical size of cargo vessels for the cargo as assessed under item 3 (vi). Workout details of the type of vessels, their number and cost. While suggesting the design vessel, the requirement of transit through Bangladesh, particularly depth/ width availability in the Protocol routes, seasonality of movement etc are to be carefully considered.

b) It may be noted that cost of cargo vessels need not be included in the cost of development of the waterway since it shall be assumed that the cargo vessels shall be owned and operated by the private sector based on demand to be created by developing the waterway as proposed in the DPR.

E. Other facilities

Suggest in adequate details, other required infrastructural facilities such as repair facilities, fuel and fresh water bunkering, channel patrol, security, enforcement of rules and regulations, pilotage, issue of navigation notices, navigation charts, warnings, rescue and salvage, pollution control measures etc.

(viii) For preliminary engineering designs, the data about soil characteristics shall be collected from the local sources based on the structures constructed nearby. In addition, wherever required, consultant may obtain soil data through trial pits/plate load test etc and preliminary design shall be based thereon.

(ix) Assess the environmental impacts due to these development works and suggest suitable environmental management plan (EMP) to mitigate the adverse impacts, if any, including its cost. Only rapid EIA/EMP study is envisaged for which one season data shall be sufficient. However, all necessary information should be given in the report to enable IWAI to approach concerned authorities for getting environmental clearance for undertaking the works proposed in the DPR, if so required.

(x) Prepare cost estimates for the entire proposed infrastructure, including mechanical handling, and other allied facilities with proper justification that the suggested solution is the optimum one.

(xi) Provide estimated cost of annual recurring/maintenance works with sufficient basis/justification.

(xii) Prepare detailed time schedule for the whole project indicating the time requirement of the various components of the project from inception till commissioning. Suggestion shall also be given for executing the project in different phases with spilt up of the works and the costs thereto, cargo potential and EIRR/FIRR for each phase independently.

(xiii) Study and recommend necessary organizational structure and manpower required for execution of the project and its maintenance thereafter.

- (xiv) Study the existing freight and tariff structure for rail, road and IWT mode and recommend a suitable freight structure for IWT together with its basis and subsidies, if any, that may be necessary in the initial years.
- (xv) Suggest user charges for using the waterway, terminals and other infrastructural facilities, which can be levied by IWAI on the operators/users without adversely affecting the commercial viability of IWT operations.
- (xvi) Suggest short and long-term measures, which will attract shippers to the IWT mode on a continuing basis, including identification of industries that are / could be located on banks.
- (xvii) Workout Economic Internal Rate of Return (EIRR) considering the employment generation, , fuel saving, saving in noise pollution and accidents, carbon credit which can be earned, savings in repair and maintenance of roads, saving in land acquisition etc compared to road and railways for the projected traffic potential by IWT mode. Detailed working sheets should be given for this.
- (xviii) Workout Financial Internal Rate of Return (FIRR) for the following options:
 - a) For the operators – Considering the rate they can charge for transportation of the goods by inland vessels and the user charge they shall pay to the IWAI.
 - b) For the IWAI - Based on user charges proposed to be levied by IWAI from the operators for use of waterway, terminal etc.
- (xix) Prepare the DPR covering all the above items and submit 15 copies.

4. SUBMISSION OF REPORTS

- (A) Consultant shall submit the reports as follows:-
 - (i) The inception report (2 copies) shall be submitted within 30 days of award of work which should contain the views of the Consultant on the approach of preparation of project report, data to be collected, activities proposed (month-wise), tentative chapters/ content of the report etc.
 - (ii) Two copies of report on secondary and primary data collection including thalweg and cross section survey charts within 3 months (1st report of data collection).
 - (iii) Two copies of report on secondary and primary data collection including O-D survey within 6 months (2nd report of data collection).
 - (iv) Draft report (3 copies) covering all activities as per ToR like- traffic survey, works to be undertaken for development of waterway, vessel fleet, terminals, cost estimates, EIA/EMP report etc. within 9 months.
 - (v) After incorporating the comments of IWAI submit Final Draft Report within 11 months.
 - (vi) Submission of Final report (15 copies) incorporating final comments of IWAI latest by completion of 12th month.

(Note: The time limits given above shall be reckoned from date of signing of agreement at Noida.)

(B) If at any stage mentioned above, the Consultant apprehends delay in the submission of any stage reports, they shall at least a month in advance, seek on sufficient grounds suitable extension, which would be without any additional financial implications to the IWAI. If the delay is caused beyond the extended period, if any, or if the progress/ services are unsatisfactory the IWAI shall have the right to terminate the contract and be entitled to employ and pay other agencies/consultants (new) to carry out the work at the risk and cost of original consultant and all expenses consequent thereon or incidental thereto shall be recoverable from the original consultants by the IWAI or may be deducted by the IWAI from any dues or which may become due to the original consultants.

5 INFORMATION TO BE SUPPLIED TO THE CONSULTANTS

- (a) On request by the Consultant the IWAI shall provide them TEFS report prepared by RITES in 1991 for the subject waterway.
- (b) Consultant shall warrant that information furnished by IWAI shall be treated as secret and shall be used only for the propose for which such information was intended and shall not disclose it to any other party without the prior approval of IWAI.
- (c) Original data should be returned to IWAI on completion of the work.

6. CLARIFICATION AND / OR INTERPRETATION OF REPORT.

After submission of the final report by the Consultant, to the satisfaction of IWAI if clarifications are required or doubt arises as to the interpretation of any thing included in the reports, consultants shall, on receipt of written request from IWAI, furnish such clarification to the satisfaction of IWAI within 30 days without any extra charge, even after completion of study.

7. OWNERSHIP OF DOCUMENT AND COPYRIGHT

The report on submission by the consultant shall be the property of IWAI. It shall not be used in part or full, copied or published in any manner without obtaining prior permission of IWAI.

8. REMUNERATION / PAYMENT SCHEDULE

- (a) The consultant shall receive a sum of Rs.... Lakhs as fees (the amount approved by Competent Authority), for all services and expenses required for completion of the “Preparation of detailed project report for development of Lakhipur – Bhanga Stretch of Barak river for shipping and navigation” as per ToRs mentioned under Clause -3 of this Tender. This fee will be firm and final and will cover the entire scope of work and terms of reference.
- (b) The fees referred at (a) above shall become due in the following installments. (% of total fee/ contract value)
 - i) 10 % on submission of Inception report against submission of a non-revocable Bank Guarantee valid till 4th stage payment (i.e., till submission of draft report)
 - ii) 10 % on submission 1st Report on data collection
 - iii) 10 % on submission of 2nd Report on data collection
 - iv) 30% on submission of Draft Report
 - v) 30% on submission of Final Draft Report incorporating the comments / inputs of IWAI
 - vi) 10% on submission of required number of copies of Final Report.

Payment of the installments shall be effected within thirty days of becoming due and shall be made by e-payment / cheque payable to the account of consultant.

9. GENERAL CONDITIONS OF CONTRACT

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

- i) Consultants are advised to visit the site sufficiently in advance of date fixed for the receipt of tender. The consultant shall be deemed to have full knowledge of the site, situations, local conditions etc. prevailing irrespective of whether they inspect or not.
- ii) The successful consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial). Format of agreement is placed at Annexure-III. The conditions of the agreement shall be binding on the consultant.
- iii) The acceptance of tender shall rest with the IWAI. The IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, split up work and to reject the offer without assigning any reason is reserved with the Authority.
- v) Any breach of conditions of contract shall be brought to the notice of the consultant and he shall be given an opportunity to explain the fact, but the IWAI has right to withdraw in full or part of the work of the consultant. In such event, payment shall be made in proportion to the extent of service rendered by the consultant till such time.
- vi) The consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The Chairperson, IWAI shall nominate an Engineer-in-Charge who will be the Coordinating officer on behalf of IWAI for the day to day working of the project.
- viii) The consultant will submit to the Authority, bills in triplicate on completion of each stage of consultancy service giving the details of fees, charges, service rendered etc. for payment by the Authority.
- ix) The rate quoted shall include all taxes, duties, etc. such as sales tax, octroi, duties, toll etc but excluding the service tax, which is 10.30% at present. The service tax will be paid over and above the stage payment(s) as per Govt of India rules, as applicable from time to time.
- x) The rate quoted by the consultant will remain valid till the consultancy work is fully completed.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons eligible for consideration. The consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.

- xiii) The Consultant shall remain fully and squarely responsible for the correctness and accuracy of all the data, analysis, designs, drawings, quantities, specifications and documents etc., provide in the report by them.
- xiv) The consultant shall observe all care in accordance with recognized sound engineering standards for carrying out the services required under this contract. They shall use for this purpose the highest scientific and most modern means and apply speedy and economical methods for mapping as well as the use of electronic computer, software etc in designing the various structures required for the project.
- xv) The consultant shall undertake to supply upon the Authority's request, additional copies (not exceeding 5 nos.) of the drawings, reports, etc, free of cost.
- xvi) The consultant shall not without the prior written approval of the Authority, concede, transfer or sublet the right and obligation under this contract or any part thereof to the third parties otherwise the Authority shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant shall still remain responsible in case of the Authority approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xvii) The consultant shall provide all necessary help to the Engineer-in-charge or his representative to cross check the works during and after the work till the completion of Project.
- xviii) The consultant shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this project for their site work, visiting IWAI offices/ other offices as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc with concerned authorities.
- xix) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of all the drawings, designs, reports, schemes, documents etc. which would be required to be prepared by the consultant during the course of the assignment.
- xx) In the event of consultant's firm closing its business, IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be made to Consultant up to the stage of services then completed. In this regard, decision of Chairperson, IWAI shall be final and binding on the consultant.

10. TERMINATION OF CONTRACT

IWAI have the right to terminate the contract by giving 30 days written notice. In the event of termination for no fault of consultant, the IWAI shall reimburse the expenses incurred by the consultant including that for winding up the project. If the contract is terminated due to the fault of the consultant or in case of termination of the agreement by the consultant, the consultant shall pay to IWAI the excess amount that may have to be incurred by IWAI for getting the scope of work completed through some other Agency.

11. FORCE MAJURE

Any delays or failure of performance by a party to this Agreement shall not constitute default here under or give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party like acts of God, strikes, lock outs or other concerted acts of workmen, fires, floods, explosions, blockades, embargoes, riots, war (Declared or undeclared), rebellion, sabotage, extra-ordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by force Majeure, then upon the happening of such delay the consultant shall within 14 days of the happening of such event give notice in writing to IWAI requesting for extension of time indicating the period for which extension is desired. IWAI may also give a fair and reasonable extension of time for completion of the work at their discretion but no monetary allowance shall be made to the consultant for any such delay and the consultant may not; make any claim for damages by reason of any such delays. If any of the above circumstances continue for more than 3 months in that event IWAI will have the right to terminate this contract without any notice to the consultant.

12. ARBITRATION

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

13. EARNEST MONEY DEPOSIT (EMD)

(i) Consultant shall submit EMD amounting Rs. 75,000/- (Rupees seventy five thousand only) in the form of Demand Draft drawn on any Nationalized Bank in favour of “IWAI Fund” payable at New Delhi / Noida. The EMD shall be submitted along with Technical bid as mentioned in clause 17.1. EMD of all unsuccessful tenderers shall be returned after award of work to the successful bidder on request by the tenderers. No interest shall be paid on any account against EMD.

(ii) The EMD may be forfeited:-

- a. If a bidder withdraws his bid during the validity period of bid as specified under clause 16.4.
- b. In the case of a successful bidder, if the bidder fails:-
 - To sign the contract in accordance to clause 9(ii)
 - To furnish security deposit in accordance with clause 14

14. SECURITY DEPOSIT (SD)

A security deposit (SD) of 10% of the contract value shall be submitted by the consultant awarded with the work in the form of Demand Draft/ Bank Guarantee (BG) drawn from any nationalized bank in favour of ‘IWAI FUND’ payable at New Delhi / Noida immediately after the issuing of work order and not later than the period specified in the work order. The EMD of the successful consultant will form part of the S.D. If the S.D is submitted in the form of BG, it should be valid for the entire period of study including extended period, if so. The S.D will be released on request by the consultant only on successful completion of study in all respect and production of a “No

Demand Certificate” issued by the Engineer-in-Charge within a period of 30 days after release of final payment.

15. LIQUIDATED DAMAGES

- (i) If consultant fail to complete the whole of the works within the period specified under the agreement, the consultant shall pay to the owner as fixed and agreed liquidated damages, and not as penalty, a sum @ 0.1% of the agreed fees for each calendar day of delay.
- (ii) The aggregate maximum of liquidated damage payable to the IWAI under this clause shall be subject to a maximum of 10% of the total agreed fees

16. SUBMISSION OF TENDER

The consultants are required to submit their tender in two parts in separate sealed envelopes as given below:

16.1 Part A-Technical bid

The consultant shall submit the technical bid keeping in view the scope of work listed in the TOR and indicate the consultant’s approach for completing the work in time giving the details such as work programme, deployment of technical personnel and staff with their qualification, status etc. for the consultancy work. The technical proposal would cover, inter-alia , the following.

- a) EMD as specified in Clause -13.
- b) Background of the organization with respect to similar experience and brief description of projects recently undertaken (for the past 10 years) in the relevant field including scope of work and nature of consultancy services offered. The details of work carried out may be furnished in Annexure – I & II. Copies of completion certificate in case of completed studies and copies of work order/ agreement in case of ongoing studies shall be submitted as proof of work experience.
- c) Details of organizational set up of the consultant
- d) A short write up on methodology/ programme to carry out this assignment. (Submit with the help of Bar chart).
- e) Details of the organizational set up for carrying out the subject study and the individuals’ expertise.
- f) A list of associates with complete CV’s who would be associated with the present assignment with their specific scope of work. This should be supported by letter from the associates
- g) The original tender document, duly signed an every page by authorized signatory of the consultant shall be returned along with Technical bid. If downloaded tender document is used from the website, a written undertaking indicating that the tenderer has not made any addition/ deletion/change to any of the tender clauses and it is exactly as per the document available in IWAI’s website.

- h) Copy of the annual Report or Audited balance sheets, for the last 3 years
- i) Solvency certificate from the Bank for an amount not less than Rs 10 lakhs.
- j) Copy of PAN card.
- k) Bank account details for transaction through e-payment in format given at Annexure-IV
- l) Any other details which consultant may feel relevant.

It may please be noted that the technical proposal shall not contain any reference to the consultancy fee.

16.2 Part B- Financial Bid

- (i) This will contain consultancy fee to be charged for completing the work. The total fee shall be quoted as a lump-sum amount. However, consultant shall also enclose therewith, the detailed break up of consultancy fees for important subheads e.g. cost towards man-hours, TA/DA, hydrographic surveys, preparation of reports etc.
- (ii) While working out consultancy fees, following points should be noted:
 - (a) The consultants will have to make their own arrangements for the transport/ accommodation/ TA/DA of their personnel assigned to this project for their site works, visiting IWAI offices and other places for meetings, presentations and discussions.
 - (b) Consultancy fees quoted would deem to have included all the incidental cost including cost of all the drawings, documents, reports etc. which would be required to be prepared by the consultants during the course of the assignment.

16.3 Submission

- (a) The technical and financial bids complete in all respects should be submitted by 1500 hours on 02.11.10 in the office of the Chief Engineer, Inland Waterways Authority of India, A-13, Sector-1, Noida-201301(U.P)
- (b) Technical and financial bids should be sealed in separate envelopes duly super scribed. These two envelopes should be put in one cover which shall be superscribed with “Tender for Preparation of detailed project report for development of Lakhipur – Bhanga Stretch of Barak river for shipping and navigation”.

16.4 Validity of offer

The offer shall be valid for at least 180 days from the date of opening of technical bids.

17.0 EVALUTION OF BIDS

- a. The consultant past experience will be considered based on the following. For the past 10 years period, the Consultant should have undertaken.

- i) Three similar completed studies costing not less than the amount equal to Rs 10 lakhs; OR
- ii) Two similar completed studies costing not less than the amount equal to Rs 15 lakhs; OR
- iii) One similar completed study costing not less than the amount equal to Rs 25 lakhs.

Similar study means preparation of Detailed Project Report or Techno-economic feasibility study report for (a) development of waterways (b) Ports and Harbours or (c) Transportation related projects (in that order of merit) .

- b. The firm should have a solvency of minimum Rs 10 lakhs.
- c. The evaluation committee of IWAI will carry out technical evaluation applying the evaluation criteria and point system specified (as described hereunder) and each responsive proposal will be attributed a technical score.
- d. Any effort by the consultant to influence IWAI in respect of evaluation of bids or award of contract may result in the rejection of the consultant’s proposal.
- e. The IWAI shall notify in writing the consultants that they passed the minimum technical score and indicate the date and time for opening of the financial bids.
- f. On opening the financial proposals in the presence of the consultants who choose to attend the bids opening, the IWAI will announce the name of the consultants, their technical scores and the amounts of their financial proposals. The IWAI will keep a register of representatives attending the meeting. There will not be any carryover of weightage technical evaluation to the financial bid opening stage.
- g. The evaluation committee will determine whether the financial proposals are complete (i.e., whether they have quoted all items of the corresponding technical proposals, if not, the committee will cost them and add its cost to the initial price) for the evaluation of financial bids.

The points given to evaluation criteria would generally be as follows:

<u>Description</u>	<u>Points</u>
(i) The consultants relevant experience for the assignment	40
(ii) The quality of methodology proposed	10
(iii) The qualifications of the key staff proposed	30
(iv) Added advantage in experience in IWT field	10
(v) Past work done in the locality of work	10
TOTAL	100

Evaluation sub-criteria for qualification of key staff shall normally be based on following criteria.

<u>Description</u>	<u>Points</u>
(i) General qualification	30
(ii) Adequacy for study	50

(iii)	Experience in IWT related study	15
(iv)	Experience and language in region	05
TOTAL		100

The technical proposal which shall score at least 80 points out of 100 will only be considered for financial evaluation.

ANNEXURE -I

DETAILS OF WORKS/ STUDIES CARRIED OUT FOR IWAI

Name of the Work	Contract Value	Schedule of Completion /Actual date of Completion	Extension, if any

Note: Copies of completion certificate to be submitted in case of completed studies and copies of work order/ agreement to be submitted in case of ongoing studies to substantiate the experience.

(Sign. and Seal of Consultant)

DETAILS OF SIMILAR WORKS/ STUDIES CARRIED OUT FOR OTHER ORGANISATIONS

Name of the Work	Contract Value	Schedule of Completion /Actual date of Completion	Extension, if any

Note: Copies of completion certificate to be submitted in case of completed studies and copies of work order/ agreement to be submitted in case of ongoing studies to substantiate the experience.

(Sign. and Seal of Consultant)

ANNEXURE-III

AGREEMENT BETWEEN INLAND WATERWAYS AUTHORITY OF INDIA AND (NAME OF SUCCESSFUL TENDERER)

This agreement made on this _____ day of _____ Two Thousand Ten between the Inland Waterways Authority of India, A-13, Sector-1, Noida – 201301. Uttar Pradesh (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) on the one part and----- (hereinafter called the “Consultant” which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS IWAI is desirous of commissioning the services of a Consultant to assume total responsibility with regard to preparation of detailed project report for development of Lakhipur – Bhanga Stretch of Barak river for shipping and navigation. The study shall be completed in all respect within a period of 12 months from the date of signing of agreement.

WHEREAS the Consultant has offered to execute and complete the study at a total cost of Rs. ----- (Rupees -----) and whereas IWAI has accepted the offer of the Consultant and whereas the Consultant has furnished Security Deposit of Rs. ----- (10% of the contract value) in the form of Demand Draft / Bank Guarantee in favour of “IWAI Fund” for the due fulfillment of all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to:

The following documents in this regard shall form an integral part of this agreement and be read construed as part of this agreement viz.

- i) Consultant proposal dated -----
- ii) IWAI lr. No . ----- dated - -----
- iii) Consultant lr. No. ----- dated -----
- iv) Work Order no. ----- dated -----

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondence from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender document, Consultant’s offer and work order issued by IWAI may be referred to by either party. These documents shall take precedence over the compiled documents.

The Consultant hereby covenants with the IWAI to complete the “study” in all respect as per the provisions of the agreement.

The IWAI hereby covenants to pay the Consultant in consideration of such completion of study, the contract price at the time and in the manner as mentioned in the tender document.

In WITNESS WHERE OF the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and delivered by the said
(for the Authority)

in the presence of

Seal of the Authority

Signed, sealed and delivered by the said
(for the Consultant)

in the presence of

Seal of the Consultant

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM**

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

NAME OF THE PROJECT:_____

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

Bank Account Number :_____

RTGS/NEFT/IFSC CODE :_____

NAME OF THE BANK :_____

ADDRESS OF THE BRANCH
OF THE BANK :_____

BRANCH CODE :_____

ACCOUNT TYPE
(SAVING/CURRENT/OTHERS) :_____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory

Date:

BANK CERTIFICATION:

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

Date:

Authorized Signatory
Authorization No._____
Name:_____
Official Seal/Stamp