

TENDER

FOR

**CONSULTANCY SERVICES FOR IDENTIFICATION
OF INLAND WATER TRANSPORT (IWT) PROJECTS
HAVING POTENTIAL FOR DEVELOPMENT IN
NORTH EASTERN STATES OF INDIA.**

(No. IWAI/ CS Scheme (Tender)/2010)



INLAND WATERWAYS AUTHORITY OF INDIA

Ministry of Shipping, (Government of India)

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

Tel (0120) 2530058, 2521664 Fax (0120) 2530058, 2544041

Web site: <http://iwai.nic.in> E-mail: kpmu.iwai@nic.in



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

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

Tel (0120) 2521664, 2530058 Fax (0120) 2544041,2530058

Web site: <http://iwai.nic.in> E-mail: kpmu.iwai@nic.in

NOTICE INVITING TENDER

Name of the Work: **Consultancy services for identification of Inland Water Transport (IWT) projects having potential for development in North Eastern states of India.**

Sealed Tenders in two cover system are invited for Consultancy services for identification of Inland Water Transport (IWT) projects having potential for development in North Eastern states of India.

1. The tender document can be purchased during office hours on working days from 16.11.2010 to 30.11.2010 from the office of the **Chief Engineer, IWAI, A-13, Sector-1, NOIDA, Pin-201 301 (U.P)** by paying Rs 1,000/- (One thousand only) in the form of DD in favour of "IWAI FUND" payable at Noida / New Delhi. 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/New Delhi at any Nationalized/ Scheduled bank along with bids in case the tender is downloaded from website. Bids without tender cost will be rejected. A signed declaration by the bidder stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender for downloaded tenders.
2. Indian consulting firms having proven competence, capacity and experience to carry out the proposed study for identification of IWT - projects and having carried out at least one Consultancy assignment of comparable nature in North-eastern states of India during last 7 years are eligible to submit their bid.
3. Amendments /clarification, if any, to the document will be available on the website of IWAI. A **pre bid meeting** in this regard is proposed to be held at **1100 hrs. on 25.11.2010**. Prospective bidders shall submit their queries, if any, on the bid document, at least three working days prior to the date of pre-bid meeting.
4. The bidders shall submit the following documents along with their Technical bid (Cover-1).
 - a. Profile of the firm with details such as composition/ ownership/shareholding pattern, management structure, details of top management (Board members), key officials.
 - b. General organizational capability and resources.
 - c. Tables showing organizational strength including manpower, other resources etc.
 - d. List of the company's clients during the past 7 years

- e. Proof/List of similar assignments at hand and those carried out during the last 7 years (Not more than best five project of similar nature and two projects of comparable nature).
 - f. Details of financial performance of the firm for the last three years. Attach copies of audited financial statements for the last three years.
 - g. Any other proof/document considered relevant in the context of the proposed assignment
5. Tender duly complete in all respect shall be submitted before 1500 hrs. on 09.12.2010 in the office of Chief Engineer, IWAI , A-13 , Sector. 1 , Noida - 201301 and shall be opened on same day at 1600 hrs. in presence of bidder, who may chose to be 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 an Earnest Money Deposit of Rs. 30,000 (Rupees thirty thousand only) in the form of Demand Draft drawn in favour of “IWAI FUND” payable at NOIDA/ DELHI, issued by a Nationalised / Scheduled bank. Tender(s) not accompanied by Earnest Money as mentioned above will not be considered.
 8. The tenderer shall submit the tender which satisfies each and every condition laid down in this notice, 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 or all the tenderers without assigning any reason.

Date: _____

CHIEF ENGINEER
IWAI

Issued to,

M/s

.....

INDEX

<u>Section</u>	<u>Content</u>	<u>Pages</u>
1	Instructions to Consultant	5-14
2	Standard Forms (Technical)	15-22
3	Standard Forms (Financial)	23-25
4	Terms of Reference and Scope of Assignment	26-30
5	Conditions of Contract and Standard form of Contract	31-43
6	Annexures	44-59

SECTION-1

INSTRUCTIONS TO CONSULTANT

INSTRUCTIONS TO CONSULTANT

Part-I

STANDARD INSTRUCTIONS

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) “Day” means calendar day.
- (e) “Government” means the Government of India unless specifically stated as any particular State Government.
- (f) “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;
- (g) “Proposal” means the Technical Proposal and the Financial Proposal.
- (h) “Assignment” means the work to be performed by the Consultant pursuant to the Contract.
- (i) “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.
- (j) “Terms of Reference” (TOR) means the document included in the bid document as Section 4 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.

2. Introduction

- 2.1 The Employer intent to select a consulting firm (the Consultant) in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 Detailed scope of the assignment has been described in the Terms of Reference in Section 4.
- 2.3 The date, time and address for submission of the proposals are as given in the Notice Inviting Tender.
- 2.4 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. A declaration to the effect that they are familiar with the local conditions shall be furnished along with their proposal. The Consultants are encouraged to attend a **pre- bid meeting** if one is specified. Attending the pre-bid meeting is optional.

- 2.6 The Employer will provide at no cost to the Consultants the inputs specified in the Part II Data Sheet.
- 2.7 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 towards the Consultants.

3. Clarification and Amendment of Bid Documents

- 3.1 Consultants may request for clarification on any clause of the tender documents up to three (3) working days before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronics means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing or by standard electronic means and the response / clarification will be sent to all Consultants who have purchased bid documents and also will be posted at IWAI web site. Should the Employer deem it necessary to amend the tender document as a result of a clarification, it shall do so following the procedure under Para 3.2 below.
- 3.2 At any time before the submission of Proposals, the Employer may amend the tender document by issuing an Addendum / Corrigendum to be communicated to all known prospective bidders and also to be posted at IWAI's web site. 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 Proposals.

4. Conflict of Interest

- 4.1 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 Assignments or their own corporate interests and act without any consideration for future work.
- 4.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: A firm that has been employed by the Employer to carry out the study for identification of projects having IWT potential in the N.E. states for development under central sector scheme shall not be providing Consultancy for any other project that has direct potential to weaken the prospects of IWT in the same region.

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

- 4.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms (Form Tech-1 to 6) 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.

4.4 No current employees of the Employer shall work as consultants to the Consultant.

5. Unfair Advantage

If a Consultant could derive a competitive advantage from having provided consulting Assignment related to the Assignment in question and which is not defined as conflict of interest as per Para-4 above, the Employer shall make available to all Consultants together with this tender document all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

6. Proposal

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

7. Proposal Validity

The Consultants' Proposals must remain valid for a period of 90 days after the submission date. During this period, Consultants shall maintain the availability of its Professional staff nominated in its Proposal. The Employer will make its best effort to complete selection process and negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposal. Under such circumstance, the Employer shall not consider such proposal for further evaluation.

8. Preparation of Proposals

8.1 The Proposal 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 Proposal, 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 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) The key professional staff proposed for the Assignment must be regular staff of the firm. "Regular Staff" means the candidate had been employed with the Firm for a minimum period of 1 (One) year. More weightage shall be given to the personnel employed with more years with the firm.
- (ii) No alternative to key professional staff shall be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.

8.4 Depending on the nature of the Assignment, Consultants are required to submit their Technical Proposal (TP) in forms provided in Section-2. The Part II Data sheet gives list of the formats in which the Technical Proposal are to be submitted. **Submission of**

the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the Standard Forms (Section 2). Form Tech- 1 in Section-2 is a format of Letter of proposal submission, 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 as per the Terms of Reference. For each Assignment, the outline should indicate the names of Professional staff who participated, duration of the Assignment, contract amount, and Consultant's involvement. Assignment completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. 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 for performing the Assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form Tech-3.
- (c) CVs of the key Professional staff for the Assignment signed by the staff themselves to be furnished in Form Tech-4. An undertaking by the proposed individuals stating that they will be available during the entire duration of the project free of any other commitments has to be attached to their CVs. Form Tech 4 must be furnished for the Team leader and at least one of the Level 2 key professionals.
- (d) Proposed plan for completion of the assignment shall be furnished in the form of a Bar Chart in Form Tech-6 of Section 2.
- (e) Any other information specified in the Part II Data Sheet.

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

8.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). Total costs associated with the Assignment, including remuneration for staff and all other costs associated with data collection, travel and preparation of reports etc. complete shall be stated in the given Form Fin-2. The price quoted shall include all the costs for carrying out all the services required to be fulfilled under the contract. No additional payment will be made by the Employer. 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 fully familiarize themselves about the applicable Domestic taxes (such as: value added or sales tax, service tax or income tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

10. Currency

Consultants shall express the price of their Assignment in Indian Rupees.

11 Earnest Money Deposit (EMD)

11.1 Earnest Money Deposit

- (i) An EMD of Rs. 30,000/- in the form of DD drawn on any Nationalised / Scheduled bank in favour of the “IWAI Fund” payable at New Delhi / Noida, must be submitted along with the Proposal. EMD will not be accepted in any other form.
- (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 EMD.
- (iv) The EMD of unsuccessful bidders would be returned back within one month of signing of the contract with the successful bidder or upon the expiry of validity of the bids whichever is earlier.

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

- (i) If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- (ii) If the Proposal 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.

12. Submission, Receipt, and Opening of Proposal

- 12.1 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. Submission letters for both Technical and Financial Proposals should respectively be in the format of Tech-1 of Section 3, and Form Fin-1 of Section 4.
- 12.2 An authorized representative of the Consultants shall initial 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 dully authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 12.3 The original and a copy of the Technical Proposal (Refer Part-II Data sheet) 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. The envelopes containing the Technical Proposals, Financial Proposals & EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked “DO NOT OPEN, BEFORE 1530 hrs. on 09.12.2010. 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 may constitute grounds for declaring the Proposal non-responsive.**
- 12.4 The Proposals must be sent to the address indicated in the Part II Data sheet and received by the Employer not later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with Para 3.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

13. Proposal Evaluation

- 13.1 The Consultants are advised not to contact the Employer on any matter related to its Technical and / or Financial Proposal from the time the Proposals are opened till the time the Contract is awarded. 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.
- 13.2 The employer will constitute a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

13.3 Evaluation of Technical Proposals:

CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation. The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial proposal will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification on its bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the bid shall be sought, offered, or permitted.

13.4 Opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened on the date & time specified the Data sheet, 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.

- 13.5 The CSC 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.
- 13.6 Method of selection of the Consultant considering Technical and Financial offers shall be as given in Part-II , Data Sheet.

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.2, Section-6, within 15 days of issuance of the Work Order duly furnishing the requisite Performance Security in prescribed Proforma (Annexure.3, 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 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 domestic financed contract 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;

16.2 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Employer or Government of India or any State Government or public sector enterprise. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

INSTRUCTIONS TO CONSULTANT

Part-II DATA SHEET

- | Para No. | Ref to ITC | Particulars of Data Sheet |
|----------|------------|---|
| 1. | 1(a) | Employer means: Inland Waterways Authority of India
A-13, Sector-1, Noida. (U.P-201301) |
| 2. | 2.5 | The Employer's representative is: Chief Engineer,
Address : Inland Waterways Authority of India,
A-13, Sector-1, Noida (UP)-201301
Telephone : 0120 – 2530058, 2521664
Facsimile : 0120 – 2544041, 2530058
E-mail : kpmu.iwai@gmail.com / kpmu.iwai@nic.in |
| 3. | 2.6 | The Employer will provide the following inputs.

1. All available reports and information related to IWT in NE Region
2. Nominate one of its officers as nodal officer to facilitate / coordinate the Consultant's interactions with all the 8 NE states
3. All possible assistance in obtaining any data that may be restricted from any Government agencies, to the extent permissible. |
| 4. | 12.3 | Consultant to submit the original and 1 copy of the Technical Proposal, and only the original of the Financial Proposal. |
| 5. | 13.3 | Evaluation Criteria: sub-criteria, for evaluation of Technical Proposals
(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.
(b) The criteria and sub-criteria to be used for evaluation shall be as follows: |

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	15	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 and experience of N.E.region. 20% shall be awarded for other relevant experience.
4	Level-2 Professional Staffs	20	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 and experience of N.E.region. 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.

6. 13.6

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 computes 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 2

Technical Proposal - Standard Forms

LETTER OF PROPOSAL SUBMISSION

To

Dear Sir,

We, the undersigned, offer to carry out the CONSULTANCY SERVICES FOR IDENTIFICATION OF INLAND WATER TRANSPORT (IWT) PROJECTS HAVING POTENTIAL FOR DEVELOPMENT IN NORTH EASTERN STATES OF INDIA in accordance with your Tender document No. IWAI/ CS Scheme (Tender) / 2010. 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 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, contract for each of above mentioned assignment. The experience may not be considered for evaluation if such requisite support documents are not provided 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 divided into the following two sections:

- a) Technical Approach and Methodology and
 - b) Organization and Staffing,
-
- a) **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.
 - b) **Organization and Staffing:-** The bidder should propose and justify the structure and composition of its team. Bidder should list the main disciplines of the Assignment, the key experts responsible and proposed technical staff.

**CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

[For each position of key professional separate form Tech-4 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. Work Experience of North-Eastern region:

14. 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:

**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 4 of Part.1. 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 4 of the Part.1. 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

FORM TECH-6

ACTIVITY SCHEDULE FOR COMPLETION OF THE ASSIGNMENTS

Weeks

Sl.no.	Activity	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.

Section 3

Financial Proposal - Standard Form

FINANCIAL PROPOSAL SUBMISSION FORM

To:

Dear Sir:

We, the undersigned, offer to provide the CONSULTANCY SERVICES FOR IDENTIFICATION OF INLAND WATER TRANSPORT (IWT) PROJECTS HAVING POTENTIAL FOR DEVELOPMENT IN NORTH EASTERN STATES OF INDIA in accordance with your tender No. IWAI/ CS Scheme (Tender) / 2010 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 identification of Inland Water Transport (IWT) projects having potential for development in North Eastern states of India	
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 4

Terms of Reference and Scope of Assignment

1. BACKGROUND

- 1.1 Inland Water Transport (IWT) is operationally cheaper, high in fuel efficiency and environment friendly. It has a 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 has remained dormant 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 delta (621 km), have been declared as National Waterway No. 1,2,3,4 & 5 respectively. IWAI is planning and implementing various developmental works on above waterways.

2. OBJECTIVE OF THE STUDY

- 2.1 The objective of the study is to identify and prioritise potential projects for inland navigation in the 8 North Eastern states (including Sikkim) of India to facilitate systematic follow up actions for planning and implementing developmental works to harness such potential to the best benefit of the region.
- 2.2 The Govt. of India has a policy to declare and develop major navigable waterways of the country as National Waterways (N.W.) for the purpose of shipping and navigation. With specific reference to N.E Region, the river Brahmaputra in the State of Assam from Dhubri to Sadiya (891 kms) has already been declared as National Waterway. The Inland Waterways Authority of India (IWAI) is implementing various developmental works on this waterway. Laxhipur-Bhanga stretch (121 kms) of river Barak is also under process for declaration as another N.W. Apart from the development maintenance and management of National Waterways implemented with central funding, the Govt. of India also extends 100% financial assistance for undertaking Inland navigation developmental works in smaller waterways (State waterways) in the NE states. For this, there is an exclusive Central Sector Scheme (CS) available for NE states only.

- 2.3 The guidelines for this scheme in the IWT sector for NE states including Sikkim have been issued by the Ministry of Shipping, Govt. of India vide its letter dated 27.08.2008 (copy enclosed as Annexure-1, Section.6). It is stated at the outset of above guidelines that the objective of the scheme is to encourage the State Governments of North Eastern States namely – Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura for taking up various projects for development of Inland Water Transport in North Eastern Region.
- 2.4 The activities of IWT development that will qualify for getting assistance under the scheme may be seen listed under para-3 of the guidelines. It is envisaged that all the projects under this scheme will be formulated and executed by the respective State Govts. through their Deptt. responsible for IWT development. However, even after 2 years since the scheme / guidelines were issued, there is hardly any scheme submitted to the Central Govt. by any of the NE states to draw benefit of the scheme.
- 2.5 The principal reason for lack of proposals has been identified as non-availability of suitable technical organisations and expertise with the various State Govts. to prepare proposals and seek sanction of Central Govt. The matter has been reviewed at highest levels and a decision has been taken that such short comings on the part of State Govts. should not be allowed to become a reason for not harnessing potential for IWT in the NE states. It has been decided that IWAI which is the apex organisation in matters of Inland navigation will extend its assistance to the State Govts. to facilitate identification of potential IWT projects and also in preparing specific project proposals to be implemented by the various States. The state governments will also set up separate IWT organisations to look after / execute various IWT projects.

3 PROPOSED APPROACH AND METHODOLOGY

- 3.1 There is a visible shortage of reliable information on the existing inland navigation in various state waterways in the NE states. Therefore, it is envisaged that the subject matter will be taken forward in a step by step manner as follows;
- i. Identify, enumerate and prioritise potential inland navigation developmental projects in each of the NE state separately by referring to all the available reports / data / statistics, through interaction with concerned officials of respective State Govts. and also selectively visiting such potential river sections or locations.
 - ii. Prepare separate project reports for CS schemes on each of the identified projects, by undertaking more elaborate reconnaissance surveys and data collection specific to each project and in consultation with the implementing agencies under the respective state government. Such reports will be made available to the respective state governments.

iii. Render necessary assistance to the respective state governments in submitting their proposals to the Ministry of Shipping, Govt. of India seeking approval for CS schemes. Coordinate between the state Govts. and the administrative Ministry at Centre for facilitating their sanction and timely implementation by state govt.

3.2 The activity as mentioned in (i) above is proposed to be taken up under the present study. The proposed identification study will not include the river Brahmaputra and river Barak for which separate action are underway in accordance with policy applicable to National Waterways. The detailed scope and Terms of Reference for the study are as under;

4 TERMS OF REFERENCE

4.1 Review various reports on river basins of the NE states prepared by the Brahmaputra Board / NE Council / State Govts. from the navigational angle and identify potential stretches / projects for inland navigation development. IWAI will do necessary interaction with the concerned organisations/ state govts. to facilitate Consultant's access to such reports. The World Bank report "Perspectives of IWT development in the North East-2006" and other reference material available in IWAI will also be made available to the Consultant for reference.

4.2 Communicate and interact with NEC and each of the eight NE states duly appraising the states of the objective of the study and collect informations and views pertaining to existing inland navigation operations in the State and potential new areas for IWT development. Such information / data shall be collected and compiled in sufficient detail including therein the stretch of river, length, discharge, velocity, depths & widths in different sections, bed slope, bed material, present navigability conditions in different seasons of the year, type of inland crafts in operation, estimated number of such crafts, purpose served by the existing navigation (Goods transportation / passenger ferry or both) etc. A brief assessment of potential for improved and gainful use of each waterway section / project in IWT sector (limiting each write-up to 5 pages in A4 size paper) shall be included in the report. The information shall be presented separately for each state. Suitable questionnaire shall be also circulated among concerned groups of people in the process of gathering these information.

4.3 Visit the potential project sites so identified and listed for physically seeing and validating the data and confirming the project's / river sections potential for IWT development.

4.4 Collect detailed information regarding existing organisational set up / authorised officers for dealing matters of Inland navigation in state waterways in each of the 8 states including their names, designations, telephone and fax nos., e-mail address and organisational chart.

- 4.5 To carry out all above activities keeping in view the Guidelines for Central Sector (CS) schemes for IWT given at Annexure.1, Section.6.
- 4.6 Present the findings in the inception / draft and final reports to be furnished as per time schedule given in para 5 below. The details of identified IWT projects to be taken up under CPS scheme shall be presented state-wise duly indicating the order of priority of the projects. Copies of the draft report shall be submitted to IWAI and IWAI will forward its copies to each of the state government seeking their comments on the projects identified in respective states.
- 4.7 Follow up with each state government to obtain their comments on the draft report. IWAI will also do necessary follow up in this regard. Comments of IWAI on the draft report will be submitted within two weeks of receipt of the draft report.
- 4.8 Prepare and submit 20 copies of the Final Report duly incorporating the views of IWAI and the state governments with regard to the potential projects that have been identified and prioritised. Final Reports shall be submitted within 2 weeks from the date of receipt of comments of IWAI on the draft report.

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 interacting with IWAI as well personally interacting with various State Govts. random visits to rivers and completing desk study of all available & gathered data. (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, reconnaissance survey / preliminary surveys of all potential project locations. (20 copies)	16 weeks
c)	Receipt of comments of IWAI and state governments on the draft report.	20 weeks
d)	Submission of final report (20 copies).	24 weeks

SECTION - 5

Conditions of Contract

and

Standard Form of Contract

Contents

General Conditions of Contract

1. General Provisions	33-34
2. Commencement, Completion, Modification and Termination of Contract	35-38
3. Obligations of the Consultant	38-39
4. Obligations of the Employer	39
5. Payments to the Consultant	39-40
6. Fairness and Good Faith	40
7. Settlement of Disputes	40-42
8. Performance Security	42
9. Liquidated damages	42
10. Miscellaneous Provisions	42-43
11. Annexures	44-59

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) “Day” means calendar day.
- (e) “Government” means the Government of India unless specifically stated as any particular State Government.
- (f) “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;
- (g) “Proposal” means the Technical Proposal and the Financial Proposal.
- (h) “Assignment” means the work to be performed by the Consultant pursuant to the Contract.
- (i) “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.
- (j) “Terms of Reference” (TOR) means the document included in the bid document as Section 4 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.
- (k) “GC” means these General Conditions of Contract.
- (l) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof.
- (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**

1.7.1 **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 given in Para.5, Section-4 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 (15) 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 (h) 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 (15) 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 8 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. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided in clause 3.6.

2.6.5 **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 .6 **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.

- 3.6 **Documents Prepared by the Consultant to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software made available to the consultant / prepared by the him under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents with approval of Employer and – shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.

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.

- 4.4 **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.

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 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.

SECTION - 6

Annexures

ANNEXURE -1

ANNEXURE -1
(Page 1 to 11)

No. IW-14013/1/2008-IWT
Government of India
Ministry of Shipping, Road Transport and Highways
Department of Shipping
New Delhi

the 27th August, 2008

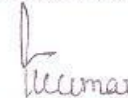
To,
The Chief Secretaries,
North Eastern States
Including Sikkim.

Sub:- Guidelines for the new Central Sector (CS) Scheme for Inland Water Transport Sector for the North Eastern States including Sikkim-forwarding of.

Sir,

I am directed to forward herewith, for information and appropriate action, a copy of the Guidelines for the new Central Sector (CS) Scheme introduced by the Planning Commission w.e.f. 1.4.2007 for the development of Inland Water Transport Sector in the North Eastern States including Sikkim.

Yours sincerely,



(Raj Kumar)

Under Secretary to Govt. of India
Tel. No. (011) 2371 7731

24/8/08
25/8/08
26/8/08

Director (C & F)

27/8/08

R.S.
28/8 *16 speak*

Dir (Sec) AD
28/8/08

S. Singh, AD

584/M(C)
28/8

27/8/08
28/8/08

(2 of 11)

No. IW-14013/1/2008-IWT

the 27th August, 2008

Copy to:

- ✓ 1. Chairman, IWAI, A-13, Sector-1, NOIDA, U.P.
- ✓ 2. Secretaries-in-Charge of IWT, all North Eastern States including Sikkim.
- ✓ 3. Adviser (Transport) (Dr. Ratnakar Gedam), Planning Commission, Yojana Bhawan, New Delhi.
4. Department of Expenditure, Ministry of Finance, North Block, New Delhi. (Attention: Dr. Anuradha Balaram, Director (PF.II)).



(Raj Kumar)

Under Secretary to Govt. of India

GUIDELINES FOR CENTRAL SECTOR (CS) SCHEME FOR INLAND WATER TRANSPORT (IWT) SECTOR FOR THE NORTH EASTERN STATES INCLUDING SIKKIM

*

1. The Government has been making constant efforts in developing the Inland Water Transport (IWT) sector. Several policy decisions have also been taken to encourage this mode. The Government has been equally keen to develop IWT facilities in the States. The Government has introduced a new Central Sector Scheme for the development of Inland Water Transport in North Eastern States including Sikkim. The features of the scheme and the guidelines for consideration of proposals in respect of scheme are given below. These will come into force on the date of release.

2. **OBJECTIVE**

2.1 The objective of the scheme is to encourage the State Government of North Eastern States namely – Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura for taking up various projects for development of Inland Water Transport in North Eastern Region

3. **SCHEME**

3.1 Following activities of IWT development will qualify for getting assistance under the scheme: -

- i) Survey/Studies: Conducting hydrographic surveys, techno-economic feasibility studies, preparation of Detailed Project Report (DPR)/ Environmental Impact Assessment (EIA), Environment Management Plan (EMP) reports etc. for the development of IWT in the States.
- ii) Waterway Development: Waterway development including excavation, bandalling, dredging, river training works for navigation etc.

- (4 of 11)
- iii) Navigation Aids: Provision of day & night navigational aids.
 - iv) Terminal facilities: Setting up and development of terminal facilities for passenger and cargo handling including handling equipments but (excluding cost of land).
 - v) Supervision and consultancy for taking up and monitoring of above activities can form part of the projects if specifically approved by the Central Government.

4. **QUANTUM OF CENTRAL ASSISTANCE:**

100% Grant will be provided by the Central Government for all projects sanctioned under this scheme. /

5. **PROJECT EXECUTING/NODAL AGENCIES**

- 5.1 All the projects under this scheme will be formulated and executed by the respective State Government through their department responsible for IWT development.
- 5.2 Secretaries of the concerned department of the State will be the Nodal officer of the State for this scheme.
- 5.3 During the implementation of the project, IWAI will assist the Department of Shipping in monitoring of the progress.

6. **SUBMISSION OF THE PROJECT PROPOSAL BY THE STATE GOVT. UNDER THE SCHEME AND SANCTION THEREOF**

- 6.1 The department of the State which is responsible for development of IWT sector will submit a detailed project proposal/scheme to the Central Govt. addressed to Secretary, Department of Shipping, Ministry of Shipping Road Transport & Highways, Transport Bhawan, 1-Parliament Street, New Delhi with a copy to Chairman, Inland Waterways Authority of India, A-13, Sector-1, Noida, U.P.
- 6.2 The proposal should be formulated covering all the parameters/issues listed in Annexure-I.

- 6.3 The State Govt. should ensure that the proposal submitted by them conform to Article 243 G of the Constitution of India.
- 6.4 The State Govt. should ensure that after implementation of the project(s), the asset(s) created would be utilized and maintained by them on a long term and in effective manner. This aspect should specifically be addressed and the methodology of utilization of the project(s)/ asset(s) be elaborated in the proposal itself in detail.
- 6.5 After necessary examination by IWAI, the project proposal will be sanctioned by Department of Shipping.
7. **RELEASE OF FUNDS TO STATE GOVT.**
- 7.1 On sanction of a project, an advance up to 20% (maximum) of the cost of the project can be given by the Central Govt. to the concerned State Govt. Release of remaining funds would be decided by the Department of Shipping on case to case basis based on the detailed project report, phasing of expenditure and on the physical & financial progress of the project
- 7.2 Upon sanction of the projects, information will be forwarded to the State Government by Department of Shipping indicating sanctioned cost of the project, proposed release of grant subject to commensurate progress by the State Govt. concerned.
- 7.3 The States would implement the project as per physical and financial phasing of the approved project. In case of time over-run/ cost over- run approval of Ministry of Shipping has to be obtained by the State Govt. for revised phasing giving all necessary reasons/ details. However, no cost over- run will be borne by the Central Govt.
- 7.4 The concerned State Govt. would send regular detailed quarterly progress report to the Department of Shipping in prescribed format

(6711)
(annexure-II) indicating the item-wise financial and physical targets and achievements during the quarter.

- 7.5 On receipt of satisfactory progress report for preceding quarter/period and certificate that fund received as grant up to the previous quarter has been fully utilized by way of actual expenditure/ committed expenditure against work physically done and payment to be released soon, the Department of Shipping will consider release of grant for subsequent quarter/period. Department of Shipping may seek clarification from the State Govt. for satisfying themselves for release of grants.
- 7.6 The Department of Shipping would release the Grant to the State Govt. against the scheme, under intimation to IWAI.
- 7.7 Grant by Central Govt. to State Governments of North Eastern States including Sikkim, would be approved as per the delegation of powers under Financial Rules of Govt. of India.
- 7.8 Payments made under the scheme by Central Govt. will be subject to audit by the Comptroller and Auditor General of India as also by other means as deemed fit by Govt. of India.
- 7.9 The expenditure incurred by the State Govt. out of the grant received by them from Department of Shipping against a project sanctioned under this scheme will be subject to audit by the Comptroller and Auditor General of India as also by other means as deemed fit by Govt. of India.
8. **MONITORING AND REVIEW:**
- Each State shall submit a quarterly report in the prescribed format as given at Annexure-II. This form will be used to review the progress of utilization of the funds released with reference to physical progress as also form the basis for further release of funds by the Department of

Shipping. The annual utilization of the funds shall be submitted on Form (7411) GFR-19-A (annexure-III).

LIST OF PARAMETERS/ ISSUES TO BE COVERED IN THE PROJECT PROPOSAL/SCHEME SUBMITTED FOR ASSISTANCE UNDER THE NEW CENTRAL SECTOR (CS) SCHEME FOR DEVELOPMENT OF IWT SECTOR IN NORTH EASTERN STATES

- I Name and address of the nodal department/ agency in the State Govt. responsible for execution of the scheme (Please indicate telephone, fax, e-mail, name & designation of officer concerned in the Deptt./ Agency and the Ministry of the State Govt.
- II Name of the project & details of activity.
 - i) Whether the project is one of the priority IWT Projects?
 - ii) Whether techno-economic feasibility study conducted, if so, what was the outcome? (Copy to be enclosed)
- III Detailed project proposal (may be indicated wherever applicable) (supporting documents to be enclosed)
 - a) Aim & background of the project
 - b) Present and future traffic projections preferably for 20 years
 - c) Details of the existing condition of the waterway
 - d) Details of IWT facility already available and present IWT movement
 - e) Details of the development proposed for achieving the objective/ aim
 - f) Detailed cost estimates for the proposed works under the scheme
 - g) Comparison of transportation cost with other modes like road/ rail
 - h) Financial and economic evaluation of the project with cost benefits analysis/ IRR with supporting details for above calculation.
 - i) Justification for the proposal
 - j) Implementation schedule of the project proposed
 - k) Phasing of expenditure
 - l) The methodology/ details of utilization of the project(s)/ asset(s) on a long term basis in effective manner.
 - m) Are there any existing schemes with similar objective in the Ministry/ Department or other Central Ministries/ Department and/ or schemes with similar objectives being implemented by the State Governments, if so, details

(9 of 11)

thereof and the justification for taking up the new scheme instead of strengthening/ modifying the existing schemes?

- n) Whether the scheme has been approved by Ministry of Shipping/Planning Commission. If so, the details thereof.
- o) The reasons for not implementing the scheme under State Plan with earmarked funds.
- p) Role envisaged for local body (Panchayat) in implementation of the scheme/project.

Signature of authorized person

Name:

Designation:

Deptt./ Organization:

Date:

Telephone:

Fax:

e-mail:

PHYSICAL & FINANCIAL PROGRESS OF PROJECT SANCTIONED UNDER
CENTRAL SECTOR SCHEME FOR IWT DEVELOPMENT IN NORTH EASTERN
STATES INCLUDING SIKKIM.

Report for the quarter ending.....

1.	Name of Project	
2.	Name of State	
3.	Project sanctioned vide Deptt. of Shipping reference No. & date	
4.	Sanctioned Cost	
5.	Fund released by the Ministry till date	
6.	Financial Progress	
	(a) Balance funds available at the end of last year	
	(b) Funds received during the current year	
	(c) Financial target as per project (year-wise)	
	(d) Amount spent (year-wise)	
	(e) Financial progress of quarter under report	
	(f) Cumulative financial progress upto the quarter under report.	
7.	Physical Progress	
	(a) Physical target as per project	
	(b) Physical progress as on----- (In terms of % as well as broad details of work done)	

Signature

Name and Designation of Officer

(11 of 11)

Annexure-III

Form GFR 19-A
(See Government of India's Decision (1) below Rule 150)
"Form of Utilization Certificate"

Sl. No.	Letter No. & Date	Amount

1. Certified that of Rs. _____ of grants-in-aid sanctioned during the year _____ in favour of _____ under the Ministry/ Department's letter no. given in the margin and Rs. _____ on account of unspent balance of the previous year a sum of Rs. _____ has been utilized for the purpose of _____ for which it was sanctioned and that the balance of Rs. _____ remaining unutilized at the end of this year has been surrendered to government (vide no. _____ date _____) will be adjusted towards the grants-in-aid payable during the next year _____.
2. Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled/ are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned:

(Kinds of checks exercised)

Signature _____

Designation _____

Date _____

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 identification of Inland Water Transport (IWT) projects having potential for development in North Eastern states of India 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..... dated..... 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 which contains,
 - (b) Letter of award of Consultancy No..... dated.....
 - (c)

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 FURNISHING
SECURITY DEPOSIT**

**To
The Chairman
Inland Waterways Authority of India
A-13, Sector-1
Noida - 201301**

In consideration for the Chairman, Inland Waterways Authority of India hereinafter called ‘the Authority’ having agreed, under the terms and conditions of the Agreement dated made between..... and ...for the due fulfillment of the said Agreement by the Consultant of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....) at the request of..... Consultants, We (Bank) do hereby undertake to pay to the Authority an amount not exceeding Rs..... against any loss or damage caused to or suffered, or would be caused to or suffered by the Authority by reason of any breach of the said Consultant(s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the consultant(s)’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.....
3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the consultant(s) 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 Bond shall be valid discharge of our liability for payment there under and the consultant(s) shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till..... Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is

served in writing on the bank but before the expiry of the said period of years 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 of years.

5. We,.....further agree with the Authority that the Authority shall have the 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 of performance by the said Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant(s) 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(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant(s) 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 Authority 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 Authority may have obtained or obtain from the Consultant shall 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..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before.....
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(s).
9. We,..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated thedate of.....200...
for.....
(indicate the name of Bank)
Signature.....
Name of the Officer.....
(in Block Capitals)
Designation of
Code No.....
Name of the Bank and Branch.