

TENDER DOCUMENT

(No.IWAI/PL- 9(1)/ Goa - DPR/2010)

**Preparation of detailed project report for
development of Mandovi river, Zuari river
and Cumberjua canal in Goa for shipping
and navigation**

Inland Waterways Authority of India

(Ministry of Shipping)

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

No. IWAI/PL- 9(1)/ Goa - DPR/2010

Dated

To,

Sub: Preparation of detailed project report for development of Mandovi river, Zuari river and Cumberjua canal in Goa for shipping and navigation

Ref: Your letter no.

Sir,

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

The pre-bid meeting will be held at 1500 hrs on 27.07.10 at IWAI, H.O, Noida.

The sealed tenders in two cover system i.e. one for technical bid and other for price bid are to reach this office latest by 1500 Hrs. on 13.08.10 The technical bids would be opened at 15.30 hrs on the same day. The tender shall be submitted in the form and manner as stipulated in this document.

Yours faithfully,

Chief Engineer

Encl. - As stated above.

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

NOTICE INVITING TENDER

No.IWAI/PL- 9(1)/ Goa - DPR/2010

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

Description of Study	EMD	Period of study
Preparation of detailed project report for development of Mandovi river, Zuari river and Cumberjua canal in Goa for shipping and navigation	Rs 2.00 lakh	12 months

TERMS AND CONDITIONS

1. Only those firms who had undertaken minimum two studies related to development of navigation on rivers of India or elsewhere shall be eligible for quoting this work
2. Tender document can be had from the office of Chief Engineer, IWAI, A-13. Sector-1, Noida, U.P- 201 301 on payment of Rs 2000/- in the form of DD drawn in favour of "IWAI Fund" payable at Noida/ New Delhi during office hours from 12.07.10 to 12.08.10. Tender document can also be downloaded from IWAI website www.iwai.nic.in . Those who choose to download tender document shall have to submit the cost of tender document in the form of DD along with Technical Bid.
3. Pre-bid meeting will be held at 1500 hrs on 27.07.10 at IWAI, H.O, Noida.
4. The closing date for receipt of sealed tender shall be at 15.00 hrs on 13.08.10. Technical bids will be opened at 15.30 hrs on the same day.
5. IWAI reserves the right to reject or accept any tender in full or part thereof without assigning any reason.
6. Other terms and conditions are as per tender document.

Chief Engineer

2. BACKGROUND

2.1 IWAI is a statutory body working under the administrative control of Ministry of Shipping vested with responsibility of development and regulation of inland waterways in the country. Besides development and regulation of National Waterways which is its prime function, IWAI has also been entrusted with some other functions related to Inland Waterways including assisting State Govts in formulation and implementation of schemes for inland water transport (IWT) development.

2.2 Goa is a small State but it is blessed with many inland waterways out of which the most important are Mandovi and Zuari rivers and Cumberjua canal which joins these two rivers. The total length of these waterways is about 120 km. These are being extensively used for transportation of iron-ore and tourism purposes. The cargo transportation by inland waterways in Goa constitutes a share of more than 80% of organized IWT movement in entire India.

2.3 The Waterways of Goa have a unique advantage over rail and road modes due to the fact that iron-ore mines exist on the banks of river Mandovi, Zuari, Mapusa etc and the ore extracted from these mines is exported through Mormugao Port and Panaji Port. Therefore, for transportation of iron-ore from mines to the ports, the IWT mode provides the most effective and commercially attractive proposition. The volumes transported have risen from the level of one million tonne in early 1950s to 36 million tonnes in 2005-06 to 50 million tones in 2009-10. Similarly, the number of barges has also gone up from around 100 in 1960s to around 350 now. More importantly, the total tonnage (dwt) of these barges has gone up from 28,680 in 1961 to over 5,00,000 in 2005. For achieving economy of scale and dictated by the market forces the average loaded draft of these barges has also increased from 1.8 m or so to 3.3 m as of now.

2.4 However, though that the scale of operation of IWT barges in Goa has increased tremendously in the last 40 years or so, the development of the waterways in term of increasing depth and width, providing 24 hrs. navigational facilities etc has not kept pace. Due to these factors, there is a persistent demand from the stakeholders for developing the waterways of Goa to enable efficient operation of big size IWT vessels.

2.5 The transportation of iron-ore and tourism activity through inland waterways has been exploited over the years and this sector has played an important role in the economy of the State. The ore traffic through IWT mode, which has grown from one million tonne in 1950s to 36 million tonne in 2005 has brought revenue to the Govt of Goa and also the mine owners, barge operators and tourism operators.

2.6 During various interactions among IWAI, Govt of Goa, Mormugao Port Trust, Goa Barge Owners Association, Goa Minerals and Ore Exporters Association etc, the following issues have emerged which are coming in the way of Goa inland waterways achieving its potential.

(a) Fairway depth and width:-

While the barge owners have increased the barge size to achieve higher economy of scale, the waterways have not been developed commensurately due to which existing depths at many locations continue to be 2 m or less in low tide period and there are number of shoals which severely restrict the movement of barges. Due to these limitations, the barge operation takes place only during high tide conditions. It is reported that depth over the Aguada Sand bar at the mouth of river Mandovi has also deteriorated to 2.70 m in recent times.

The rivers also have many bends. With the increase in size of IWT vessels (there are many vessels with 3.3 m draft in Goa), this limitation of depth and width, particularly at low tide condition, restricts the navigation only during high tide resulting in high turn around time, lower productivity and reduced commercial viability of operations. It is therefore, felt that fairway with 4 m depth and 60 m width should be developed, if possible in all the three waterways i.e river Mandovi, river Zuari and Cumberjua canal.

(b) Navigational Aids:

Seven lighthouses and some beacons exist in Goa waterways to facilitate navigation. However, considering the extent of movement of iron ore barges, several jetties for loading of barges at mines/terminals, 21 ferry routes operated by Govt of Goa and some private ferry operations, the available navigational aids are considered insufficient to provide state of art 24 hours navigational aids. Due to lack of adequate navigational aids, both in quantity, as well as quality, the IWT operations remain restricted. Therefore, there is need to provide state of art navigational aids in the waterways of Goa.

(c) The Cumberjua Canal:

The Cumberjua canal links Mandovi and Zuari rivers. This canal is critical for round the year operation of inland barges, since during the monsoon period, when the sea becomes rough, it is not possible for the inland barges to enter Mormugao Port through the mouth of Mandovi river and Arabian Sea. However this canal has not been dredged for a long time and hence does not provide effective linkage between Mandovi and Zuari rivers. If this canal is made navigable with adequate depth, the IWT vessels can come from Mandovi river to Zuari river through the canal enabling access to the Mormugao Port.

(d) Potential

It is said that iron ore mines of Goa have capacity to load about 100 million tonnes in a year. There also is the scope of increase in export of iron ore from Goa. Hence the industry is of the view that if the waterways are properly developed and maintained, the volume of transportation of iron-ore, coal etc in the Goa waterways can go up to 70-75 million tonne per year or even 100 million tones a year.

(e) Investment models

There can be several investment models for taking up the development of these waterways.

(i) Development of waterways as a National Waterway

As per constitutional provisions, development and regulation of only those waterways which are declared as National Waterways (NWs) come in the purview of Central Govt/ IWAI. The waterways which are not declared as NWs remain under the purview of State Govt. Also for declaration of any waterway as NW the concurrence of the State Govt is necessary at the first instance. Therefore if the State Govt gives its concurrence, these waterways can be declared as a National Waterways after which the development of these can be done through Central Govt funding. The State Govt however will continue to administer I.V. Act. As such, the safety, certification aspects etc will continue to be governed by the State Govt.

(ii) Development and regulation by the State Government:

This is the existing scenario wherein the development and regulation of the Goa Waterways vests with the Govt of Goa. However if the investment required for taking up adequate development is substantial, the State Govt may not be in a position to do invest that level of funds.

(iii) Development under PPP Mode:

Since the waterways of Goa are already commercially viable, there is a possibility that if bankable IWT projects are prepared through a reputed consultant, it can be floated in the market for handing over the Goa Waterways' development and maintenance to a Joint Venture/SPV, consisting of a private agency, a financing agency, Govt of Goa, Mormugao Port Trust and may be IWAI. Even the stakeholders namely, Goa Barge Owners Association and Goa Mineral Ore Exporters Association can also join hands in this Joint Venture.

However, merits and demerits of all the possible investment model needs to be analysed in a holistic manner.

All these aspects have been discussed by IWAI with every stake holders (State Govt of Goa, Mormugao Port Trust, GBOA, GMOEA, GCC) in detail from time to time. In the meeting held between IWAI and State Govt of Goa in April 2010, it was decided that at the first instant the IWAI may get a detailed project report of these waterways prepared which should address all relevant issues (technical, commercial, regulatory, implementation modes, time frame of implementation etc) which shall objectively facilitate the development of waterways of Goa in a holistic manner.

3. TERMS OF REFERENCE

- i. Collect and study/ analyze the hydrographic survey charts prepared by Captain of Ports Deptt, Govt of Goa for River Mandovi (Usgaon to sea mouth), River Zuari (Sanvardan to sea mouth) and entire Camberjua canal.
- ii. Collect and study/ analyze the available data/ reports regarding water level, depth, velocity, discharge, cross section, bed and bank material, hydrographic, topographic data etc. of Mandovi river, Zuari river and Camberjua canal from various sources like Central Water Commission (CWC), concerned departments of Govt. of Goa, National Remote Sensing Agency, Survey of India, Mormugao Port Trust, Central Water and Power Research Station (CWPRS), National Hydrographic Office (NHO), etc. and also identify the missing data to be collected in the field.
- iii. Study the existing barge operation scenario in these rivers/ canal and the problems being faced by the barge operators during their operation.
- iv. Suggest suitable channel dimension to accommodate self propelled cargo vessels of about 3000 tonnes capacity.
- v. Study/ identify the vulnerable stretches/ recurring shoals/ navigational impediments and other difficult areas with respect to navigation and suggest suitable remedial measures such as dredging, disposal of dredged spoil, bank protection and any other measures to overcome such impediments.
- vi. Study the Aguada Sand bar and the effects of dredging thereon based on suitable mathematical modeling.
- vii. Select tentative location and carryout preliminary topographic surveys for.

- a. River training /bank protection works particularly for those stretches where either the channel is narrow and needs to be widened by dredging or where it is anticipated that the banks can erode due to continuous movement of barges.
 - b. New IWT Terminals, if required to be built to handle cargo.
 - c. Bridges and crossings on the river and canal
 - d. On shore facilities and berthing facilities, if required.
- viii. The main identified cargo is iron ore. However, identify the types and O-D of other cargoes, if any, and make traffic projections (including that of iron ore) for a time horizon of 5,10 & 15 years.
- ix. Study the specification of various types of cargo vessels plying at present and suggest better suitable type of cargo vessels, if so required, for the cargo as assessed under item (8). Work out the details of the type of vessels their number and cost.
- x. Study the morphological, hydrological, hydrographical conditions, and operation and maintenance requirements of the subject waterways to identify works in sufficient details that are required in respect of
- a. Hydrographic survey
 - b. River conservancy including river training, bank protection, dredging etc. needed for shipping and navigation.
 - c. Navigational aids and communication facilities.
 - d. Locks, bridges, New/ improvements with reference to horizontal and vertical clearances.
 - e. Other infrastructural facilities such as repair facilities, channel patrol, security, enforcement of rules, and regulations, pilotage, issue of navigational notices, navigation charts, warnings, rescue and salvage, pollution control measures etc.
 - f. Avoiding adverse interference of shipping and navigations on other users of water (like irrigation, power, drinking water, fisheries, recreation etc.).
- xi. Prepare preliminary engineering designs, drawings and estimates for the optimum structures of river training and bank protection measures and navigational aids to develop and maintain a navigable channel for the waterway system.
- xii. Study the location of existing terminals/ loading points/ loading facilities and suggest modifications/ improvements required, if any to minimize the turn-around time of barge operation taking into consideration, the environmental conditions viz wind, wave, current, tides, site conditions and available construction material, cargo to be handled, their movements/ conveyance and proper zoning and minimum safety distances for ship and ship to shore and on shore operations.
- xiii. Study and suggest the requirement of waiting dolphin, if any, in the Cumberjua canal. If so, give the preliminary design, drawing and cost thereof.

- xiv. Study the existing cargo handling facilities, storage facilities, bunkering, fresh water supply facilities at the existing terminal points. If augmentation is required, detail the facilities thereof and estimate the cost. These facilities may also be worked out for the new terminal locations.
- xv. Study the existing barge repair facilities and suggest augmentation required, if any.
- xvi. The road and rail bridges & footbridges crossing the navigation routes shall be studied & recommendation made on measures required to permit uninterrupted navigation.
- xvii. Prepare cost estimates for various possible alternatives for the entire proposed infrastructure, handling, and other allied facilities. While comparing the different alternatives, the cost and economy factors shall also be evaluated. The most suitable alternative recommended shall have detailed costing for all the components of the project.
- xxviii. Assess the environmental impacts due to these development works and suggest suitable environmental management plan (EMP) to mitigate the adverse impacts, if any, including its cost.
- xix. Prepare a realistic construction schedule for the whole project indicating the priority of different component of the project. The phasing of expenditure is also to be worked out.
- xx. Recommend the necessary organizational structure and manpower required for execution of the project.
- xxi. Workout the transport cost for cargo, commodity wise per ton km between origin and destination of traffic as at present and also project the transport cost using IWT along with the cost benefit analysis.
- xxii. Study the existing freight and tariff structure and recommend a suitable freight structure together with its basis and subsidies, if any, that may be necessary in the initial years. Also tariff rates for using waterway, terminal and other infrastructural facilities.
- xxiii. Suggest minimum horizontal and vertical clearances to be made mandatory for structures crossing waterway (such as bridges, high tension cables, telephone lines, cables etc.) for a time frame of 50 years.
- xxiv. Identify individual projects/ activities that can be taken up under private sector participation/ BOT/JV basis.
- xxv. (A) Workout Economic Internal Rate of Return (EIRR) considering the employment generation, carbon credit earned, fuel saving, saving in noise pollution and accidents, saving in repair and maintenance of roads, saving in land acquisition etc. for the projected traffic potentials by IWT mode.

(B) Financial internal rate of return (FIRR) may be worked out for the following option:
 - (a) For the Govt. (based on user charges proposed to levy by the Govt. from the operator for use of waterway, terminal etc).

- (b) For the operators considering rate he can charge for transportation of the goods by barges and the user charge he shall pay to the Govt.

xxvi. Prepare the DPR covering all the above items and submit 15 copies.

4. SUBMISSION OF REPORTS

(A) Consultant shall submit the reports as follows:-

- (i) The inception report (2 copies) shall be submitted within 15 days of award of work which should contain the views of the Consultant on the approach of preparation of project report, data to be collected, activities proposed (month-wise), tentative chapters/ content of the report etc.
- (ii) Two copies of report on secondary and primary data collection within 3 months time (1st report of data collection).
- (iii) Two copies of report on secondary and primary data collection including mathematical modeling and data for EIA Study within 6 months time (2nd report of data collection).
- (iv) First Draft report including EIA/EMP report (3 copies) to be submitted covering all activities as per ToR within 9 months.
- (v) After incorporating the comments of IWAI and the inputs received from stake holders meeting submit revised Draft final project report within 11 months.
- (vi) Submission of Final report (15 copies) incorporating final comments of IWAI latest by on completion of 12th month.

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

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

5 INFORMATION TO BE SUPPLIED TO THE CONSULTANTS

- (a) On request by the Consultant the Govt of Goa shall provide them details of hydrographic survey data and that of studies, if any done by them in past for the subject waterways of Goa.
- (b) The consultant shall ascertain the availability of such details with the Govt of Goa before submitting their bid.
- (c) Consultant shall warrant that information already furnished shall be treated as secret and shall be used only for the propose for which such information was intended and shall not disclose it to any other party without the prior approval of IWAI/ Govt of Goa.
- (d) Original data should be returned to IWAI/Govt of Goa on completion of the work.

6. CLARIFICATION AND / OR INTERPRETATION OF REPORT.

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

7. OWNERSHIP OF DOCUMENT AND COPYRIGHT

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

8. REMUNERATION / PAYMENT SCHEDULE

(a) The consultant shall receive a sum of Rs.... Lakhs as fees (the amount approved by Competent Authority), for all services and expenses required for completion of the “preparation of detailed project report for development of Mandovi river, Zuari river and Cumberjua canal in Goa for shipping and navigation” as per ToRs mentioned under Clause -3 of this Tender. This fee will be firm and final and will cover the entire scope of work and terms of reference.

(b) The fees referred at (a) shall become due in the following installments.(% of contract value)

- 1) 10% on mobilization of team at site against submission of a non-revocable Bank Guarantee valid till 6th stage payment .
- 2) 10 % on submission of Inception report
- 3) 10 % on submission 1st Report on data collection
- 4) 20 % on submission of 2nd Report on data collection and mathematical modeling of Dredging of Aguada bar
- 5) 20% on submission of first draft report
- 6) 20% on submission of final draft Report incorporating the comments / inputs after the stake holders meeting and its acceptance
- 7) 10% on submission of required number of copies of final report.

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

9. GENERAL CONDITIONS OF CONTRACT

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

- i) Consultants are advised to visit the site sufficiently in advance of date fixed for the receipt of tender. The consultant shall be deemed to have full knowledge of the site, situations, local conditions etc. prevailing irrespective of whether they inspect or not.
- ii) The successful consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial). Format of agreement is placed at Annexure-III. The conditions of the agreement shall be binding on the consultant.

- iii) The acceptance of tender shall rest with the IWAI. The IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, split up work and to reject the offer without assigning any reason is reserved with the Authority.
- v) Any breach of condition of contract shall be brought to the notice of the consultant and given an opportunity to explain the fact, but the IWAI has right to withdraw in full or part of the work of the consultant. In such event, payment shall be made in proportion to the extent of service rendered by the consultant till such time.
- vi) The consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The Chairman, IWAI shall nominate an Engineer-in-Charge who will be the Coordinating officer on behalf of IWAI for the day to day working of the project.
- viii) The consultant will submit to the Authority a bill in triplicate on completion of each stage of consultancy service giving the details of fees, charges, service rendered etc. for payment by the Authority.
- ix) The rate quoted shall include all taxes, duties, etc. such as sales tax, octroi, duties, toll etc but excluding the service tax, which is 10.36% at present. The service tax will be paid over and above the stage payment(s) as per Govt of India rules, as applicable from time to time.
- x) The rate quoted by the consultant will remain valid till the consultancy work is fully completed.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons eligible for consideration. The consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.
- xiii) The Consultant shall remain fully and squarely responsible for the correctness and accuracy of all the data, analysis, designs, drawings, quantities, specifications and documents etc., basically prepared by them.
- xiv) The consultant shall observe all care in accordance with recognized sound engineering standards for carrying out the service required under this contract. They shall use for this purpose the highest scientific and most modern means and apply all speedy and economical methods for mapping as well as the use of electronic computer, software etc in designing the various structures required for the project.
- xv) The consultant shall undertake to supply upon the Authority's request, additional copies (not exceeding 5 nos.) of the drawings, reports, etc, at free of cost.
- xvi) The consultant shall not without the prior written approval of the Authority, concede, transfer or sublet the right and obligation under this contract or any part thereof to the third parties otherwise the Authority shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant

shall still remain responsible in case of the Authority approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.

- xvii) The consultant shall provide all the necessary help to the Engineer-in-charge or his representative to cross check the works during and after the work till the completion of Project.
- xviii) The consultant shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this project for their site work, visiting offices of Govt of Goa, GBOA, GMOEA, GCC, IWAI offices/ other offices as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc with concerned authorities.
- xix) Consultancy fees quoted for the work would deem to have included all the incidental cost including cost of all the drawings, designs, reports, schemes, documents etc. which would be required to be prepared by the consultant during the course of the assignment.
- xx) In the event of consultant's firm closing its business, IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be made to Consultant up to the stage of service then completed. In this regard, decision of Chairman, IWAI shall be final and binding on the consultant.

10. SPECIAL CONDITIONS OF CONTRACT

(i) The subject waterways are at present regulated by the Govt of Goa through their Captain of Ports Department. Barges of Goa Barge owners Association (GBOA) predominantly ply on these waterways carrying iron ore for export. In addition to the members of GBOA, barges of some other operators also ply in these waterways. There also is Goa Mineral Ore Exporters Association (GMOEA) and Goa Chambers of Commerce (GCC) who are important stake holders in development of these waterways. Marmugao Port Trust (MPT) is another very important stake holder. Hence close interaction with all these agencies (i.e. River Navigation Dept, Transport Department and Captain of Ports of Govt of Goa, GBOA, GMOEA, GCC, MPT etc as well as any other stake holder which the consultant come across during the course of this work) is essential for carrying out this assignment. These agencies shall also be able to provide useful and authentic details for preparation of a quality report for development of subject waterways. Hence the consultant shall keep continuous liaison with these agencies and keep informing IWAI through monthly reports and letters.

(ii) It is felt by the Govt. of Goa that for increasing the navigation depth in these waterways dredging may be required at various locations including at Aguada sand bar. However, being a natural sand bar it is not confirmed so far, if the dredging at this bar shall not result in some adverse environmental or technical issues. Hence special care has to be taken by the consultant in suggesting dredging at this place and all technical issues related to it shall be analyzed including mathematical modeling and included in the report. If the consultant feel that mathematical modeling shall not be required for suggested dredging at Aguada sand bar, they shall have to appropriately demonstrate the same/ convince IWAI and Govt of Goa including Captain of Ports with all technical details and accordingly include in the report.

(iii) Various details of collection of revenue by the Govt of Goa from Barge operators and Mineral exporters etc shall be collected both from Govt of Goa and operators/ exporters etc and all relevant supporting documents for the same shall be included in the report.

11. TERMINATION OF CONTRACT

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

12. FORCE MAJ URE

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

13. ARBITRATION

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

14. EARNEST MONEY DEPOSIT

(i) Consultant shall submit EMD amounting Rs. 2,00,000/- (Rupees two lakh only) in the form of Demand Draft drawn on any Nationalized Bank in favour of “IWAI Fund” payable at New Delhi / Noida. The EMD shall be submitted along with Technical bid as mentioned in clause 17.1. EMD of all unsuccessful tenderers shall be returned after award of work to the successful bidder on request by the tenderers. No interest shall be paid on any account against EMD.

(ii) The EMD may be forfeited:-

- a. If a bidder withdraws his bid during the validity period of bid as specified under clause 17.4.
- b. In the case of a successful bidder, if the bidder fails:-
 - To sign the contract in accordance to clause 9(ii)
 - To furnish security deposit in accordance with clause 15

15. SECURITY DEPOSIT

A security deposit (SD) of 10% of the contract value shall be submitted by the consultant awarded with the work in the form of Demand Draft/ Bank Guarantee (BG) drawn from any Nationalized bank in favour of 'IWAI FUND' payable at New Delhi / Noida immediately after the issuing of work order and not later than the period specified in the work order. The EMD of the successful consultant will form part of the S.D. If the S.D is submitted in the form of BG, it should be valid for the entire period of study including extension period, if any. The S.D will be released on request by the consultant only on successful completion of study in all respect and production of a "No Demand Certificate" issued by the Engineer-in-Charge within a period of 30 days after release of final payment.

16. LIQUIDATED DAMAGES

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

17. SUBMISSION OF TENDER

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

Part A-Technical bid

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

- a) EMD as specified in Clause -13.
- b) Background of the organization with respect to similar experience and brief description of projects recently undertaken (for the past 5 years) in the relevant field including scope of work and nature of consultancy services offered. The details of work carried out may be furnished in Annexure – I & II. Copies of completion certificate in case of completed studies and copies of work order/ agreement in case of ongoing studies shall be submitted as proof of work experience.
- c) Details of organizational set up of the consultant
- d) A short write up on methodology to be adopted for the present project and proposed approach and programme to carry out this assignment. (Submit with the help of Bar chart).
- e) Details of the organizational set up for carrying out the subject study and the individual expertise.

- f) A list of associates with complete CV's who would be associated with the present assignment with their specific scope of work. This should be supported by letter from their associates
- g) The original tender document, duly signed in every page by authorized signatory of the consultant shall be returned along with Technical bid. If downloaded tender document is used from the website, a written undertaking indicating that the tenderer has not made any addition/deletion/change to any of the tender clauses and it is exactly as per the document available in IWAI's website.
- h) Copy of the annual Report or Audited balance sheets, for the last 3 years
- i) Solvency certificate from the Bank for an amount not less than Rs 25 lakhs.
- j) Copy of PAN card.
- k) Bank account details for transaction through e-payment in format given at Annexure-IV
- l) Any other details which consultant may feel relevant.

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

17.2 Part B- Financial Bid

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

17.3 Submission

- (a) The technical and financial bids complete in all respects should be submitted by 1500 hours on 13.08.10 in the office of the Chief Engineer, Inland Waterways Authority of India, A-13, Sector-1, Noida-201301(U.P)
- (b) Technical and financial bids should be sealed in separate envelopes duly super scribed. These two envelopes should be put in one cover which shall be super scribed with "Tender for Preparation of detailed project report for development of Mandovi river, Zuari river and Cumberjua canal in Goa for shipping and navigation".

17.4 Validity of offer

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

18.0 EVALUATION OF BIDS

- a. The firms past experience will be considered based on the following. For the past 5 years period, the Consultant should have undertaken.
- i) Three similar completed studies costing not less than the amount equal to Rs 24 lakhs OR
- ii) Two similar completed studies costing not less than the amount equal to Rs 30 lakhs, OR
- iii) One similar completed study costing not less than the amount equal to Rs 50 lakhs.
Similar study means preparation of Detailed Project Report or Techno-economic feasibility study for development of waterways in alluvial rivers , Ports and Harbour or Transportation related projects (in that order of merit) .
- b. The firm should have a solvency of minimum Rs 25 lakhs.
- c. The evaluation committee appointed by the client will carry out its technical evaluation applying the evaluation criteria and point system specified and each responsive proposal will be attributed a technical score.
- d. Any effort by the consultant to influence the client in the client's proposal evaluation or contract award decisions may result in the rejection of the consultant's proposal.
- e. The IWAI shall notify in writing the consultants that they passed the minimum technical score and indicate the date and time for opening the financial bids.
- f. On opening the financial proposals in the presence of the consultants who choose to attend bid opening, the IWAI will announce the name of the consultants, their technical scores and the amounts of their financial proposals. The IWAI will keep a register of representatives attending the meeting. There will not be any carryover of weightage on technical evaluation to the financial bid opening stage. Only L-1 will be the deciding criteria.
- g. The evaluation committee will determine whether the financial proposals are complete (i.e., whether they have quoted all items of the corresponding technical proposals, if not, the committee will cost them and add its cost to the initial price) for the evaluation of financial bids.

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

<u>Sl. No.</u>	<u>Description</u>	<u>Points</u>
1.	The consultants relevant experience for the assignment	40
2.	The quality of methodology proposed	10
3.	The qualifications of the key staff proposed	30
4.	Added advantage in experience in IWT field	10
5.	Past work done in the locality of work	10
TOTAL		100

The points given to evaluation sub-criteria for qualification of key staff proposed are:

<u>Sl.No</u>	<u>Description</u>	<u>Points</u>
1.	General qualification	30
2.	Adequacy for study	50
3.	Experience in IWT related study	15
4.	Experience and language in region	05
TOTAL		100

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

DETAILS OF WORKS/ STUDIES CARRIED OUT FOR IWAI

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

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

(Sign. and Seal of Consultant)

DETAILS OF SIMILAR WORKS/ STUDIES CARRIED OUT FOR OTHER ORGANISATIONS

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

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

(Sign. and Seal of Consultant)

ANNEXURE-III

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

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

WHEREAS IWAI is desirous of commissioning the services of a Consultant to assume total responsibility with regard to preparation of detailed project report for development of Mandovi river, Zuari river and Cumberjua canal in Goa for shipping and navigation

WHEREAS the CONSULTANT has agreed to provide consultancy services for undertaking the work on terms and conditions hereinafter set forth.

DUTIES AND OBLIGATIONS OF CONSULTANT:

- i) Consultant shall prepare and submit the reports to IWAI on terms and in the manner and within the time set forth hereunder.
- ii) For this purpose, the consultant will depute personnel with adequate qualifications and experience as may be agreed upon between the two parties.
- iii) Consultant shall exercise all reasonable skill, care and diligence in the discharge of the duties agreed to the performed by them.

SCOPE AND CONTENT OF STUDY:

- i) The scope and content of feasibility study shall be as set for as per the Tender Document No. IWAI/PL-/2010 submitted by consultant with their offer to the Chief Engineer, IWAI forms an integral part of this agreement.
- ii) The units used shall be in metric system.
- iii) The report shall include all necessary drawings and sketches along with guide maps to illustrate and simplify its content.

DURATION OF STUDY & TIME OF SUBMISSION.

The duration of completion of this study is 18 months from the date of issue of work order. The reports shall be submitted as per Clause 4 of the tender document.

REMUNERATION:

The Consultant shall receive, as fees for all services and expanses required for carrying out the Study and submission of reports, a sum of Rs...../- (Rupees.....). This fees is firm and final and covers the entire scope of work.

SUBMISSION OF PROGRESS REPORTS:

- i) The consultant shall submit monthly progress reports to IWAI conveying accurate description of the services already performed and all other information and graphs showing the existing status and progress of the consultant's service during the fortnight with detailed information about personnel used in carrying out this work. The consultant may also include any other information which consultant deems necessary to point out to IWAI.
- ii) Quarterly appraisal reports about the progress of consultancy services shall be submitted to IWAI.
- iii) All the required number of reports mentioned in Clause 8 of the tender document shall be submitted as per schedule.
- iv) In case of; unsatisfactory progress/ services by the Consultant, IWAI will inform the Consultant in writing. If the consultancy services continues to be unsatisfactory, the contract may be terminated by IWAI before the completion of the work and the balance work will be got done by IWAI at the risk and cost of the Consultant.

- v) In addition to the Tender No.IWAI/PI-/2010 for this work, the correspondences exchanged between IWAI and the Consultant up to the stage of signing of this agreement shall be deemed to form and be read construed as a part of this agreement.

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

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

in the presence of

Seal of the Authority

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

in the presence of

Seal of the Consultant

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

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

NAME OF THE PROJECT:_____

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

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH
OF THE BANK : _____

BRANCH CODE : _____

ACCOUNT TYPE
(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory

Date:

BANK CERTIFICATION:

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

Date:

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