



TENDER

FOR

**Hiring of Consultants for Project Management Consultancy  
Services for Ship Building, Greening of vessels and Mech  
Marine relevant works**

Tender No. IWAI/PMC/MM/2026-27

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Ports, Shipping & Waterways, Govt of India)

A-13, Sector-1 Noida-201301

**July, 2026**

### **DISCLAIMER**

1. This tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this tender document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this tender document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the consultancy and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the tender document / amended Tender document will be made available on the e-procurement portal & website of IWAI.

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## **SECTION - I: NOTICE INVITING E-TENDER**

## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping & Waterways, Govt of India)

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

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

### NOTICE INVITING E-TENDER

#### 1. Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from reputed & eligible **Consulting firms** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for **“Hiring of Consultants for Project Management Consultancy Services for Ship Building, Greening of vessels and Mech-Marine relevant works”**.

#### 2. Critical Data Sheet

- (a) Interested parties may download the tender document online from the site <https://eprocure.gov.in/eprocure/app> or IWAI's website [“www.iwai.nic.in”](http://www.iwai.nic.in) and pay 5,000/- (Rupees Five Thousand only) + 18% GST= Rs. 5900/- (Five thousand nine hundred only) as the cost of tender document / tender fee deposited to IWAI fund through RTGS / NEFT/ online payment.
- (b) Some important dates for this tender process are as follows:

(i)	Document download start date	06.07.2026 at 14:00 hrs.
(ii)	Date of submission of pre-bid queries	09.07.2026 up to 15:00 hrs.
(iii)	Pre-bid meeting	13.07.2026 at 15:00 hrs.
(iv)	Bid Submission Start Date	16.07.2026 at 11:00 hrs.
(v)	Bid Submission Last Date	27.07.2026 up to 15:00 hrs.
(vi)	Technical Bid Opening date	28.07.2026 at 15:30 hrs.
(vii)	Financial Bid Opening date	To be intimated later

#### 3. Brief Scope of the Work

In brief, the scope of work for the appointed firm shall be providing Project Management Consultancy Services for **“Ship Building, Greening of vessels and Mech-Marine relevant works”**. The detailed Terms of Reference (ToR) shall be as described in **Section - VI** of this Tender Document.

#### 4. Method of Selection

The successful Bidder will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this Tender Document.

5. **Clarifications**

Clarification / Query, if any, on the Tender Document can be obtained from the following address:

**The Chief Engineer (Tech.)**  
**Inland Waterways Authority of India,**  
**(Ministry of Ports, Shipping & Waterways, Govt. of India)**  
**A-13, Sector – 1, Noida-201301, U. P.**  
**E-Mail: [lkrajak@iwai.gov.in](mailto:lkrajak@iwai.gov.in) and [mt@iwai.gov.in](mailto:mt@iwai.gov.in)**  
**Mob No. +91 98312 25872**  
**Website: <http://www.iwai.nic.in>**

6. IWAI reserves the right to accept or reject any or all Tenders without assigning any reason and no correspondence shall be entertained in this regard.

**Chief Engineer (Tech.),**  
**IWAI Noida**

## **SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)**

- Background**
- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Ports, Shipping & Waterways, Government of India (Gol). IWAI was setup in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) in the country. Presently, there are 111 new NWs in the country.
- 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environmentally friendly mode of transport. When developed for use by modern inland vessels operating on dependable fairway, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.
- Introduction**
- 2.1 The Employer will select a consulting firm / organization (the "Consultant") in accordance with the method of selection specified in clause 15 & clause - 16 under Section – II: ITB.
- 2.2 The name of the Assignment / Job has been mentioned in Section - III: Bid Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference (ToR).
- 2.3 The date, time and address for submission of the Bids have been given in Section – III: Bid Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.
- Bidder Eligibility Criteria**
- The Bidders shall meet the following pre-qualification criteria:
- 3.1 Bidder should be a reputed Consultancy organization of Private entity or Public entity or Government entity ~~or any combination of such entities in the form of JV / Consortium under an existing agreement or with the intent to enter into such agreement.~~ Bidders that are Government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.
- 3.2 The Bidder shall meet the Qualification criteria of executing "Similar Works" of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. ~~In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also.~~ In case the work was performed by the Bidder as a sub-consultant, the Bidder shall submit similar completion certificate awarded to it by the main consultant and countersigned by the Employer / Client of the main consultant.

- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in clause 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during the last three (3) years ending 31<sup>st</sup> March of the previous financial year should be as mentioned in clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor(s).
- 3.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.
- 3.6 ~~The similar works experience of parent company / subsidiary / sister company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid.~~
- 3.7 The Bidder shall offer and make available the CVs of all Key Personnel specified in Section – VI: ToR.
- 3.8 The Bidder shall also indicate the following:
- 3.8.1 Deleted.
- 3.8.2 The Bidder shall be income tax assessed and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- 4.1 Deleted

**Clarifications  
and Addendum**

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days / dates indicated in Section - III: Bid Data Sheet before the Bid submission last date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Bid Data Sheet. No request for the clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications.
- 5.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment, which would be published on the website of IWAI and e-procurement portal.
- 5.3 At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be made available on <https://eprocure.gov.in/eprocure/app> & on IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification, which is posted on the above website from time to time. The Bidders shall acknowledge receipt of all amendments. To give reasonable time to the Bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. Declaration on the issue has been built-up in Form 4G, Section IV.

**Preparation of  
Bids**

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 **Earnest Money Deposit (EMD)**

Bidders shall furnish EMD of the amount as mentioned in Section III Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules.

EMD for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account

<b>Name of Bank Account:</b>	IWAI FUND
<b>Bank Name and Address</b>	Union Bank of India, Sector 15, Noida
<b>Bank Account Number</b>	513202050000007
<b>IFSC</b>	UBIN0551325

- 6.1.1 Bids not accompanied by EMD shall be rejected as non-responsive.
- 6.1.2 No interest shall be payable by the Employer on the sum deposited as EMD.

- 6.1.3 The EMD of those Bidders whose Financial Bids have been opened but are not selected as “Successful Bidder”, would be returned within seven (7) days of issuance of Letter of Award (LoA) to the successful Bidder.
- 6.1.4 The EMD of Bidders who have not qualified for opening of Price Bids in terms of clause 3 & 16 of ITB would be returned within seven (7) days of opening of Price bid.
- 6.1.5 The EMD shall be forfeited by the Employer in the following events:
- (i) If the Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
  - (ii) If the Bidder tries to influence the evaluation process.
  - (iii) If the highest ranked Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.
  - (iv) In case the Bidder, submits false certificate in terms of any documents in support to this Tender.
  - (v) If the Bidder fails to sign the Contract in accordance with Conditions of Contract on receipt of LoA.
  - (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
  - (vii) If the Bidder fails to furnish the Performance Bank Guarantee in accordance with Conditions of Contract.
  - (viii) In case of a Bidder revoking or withdrawing or varying any terms of the Bid without the consent of the Employer in writing.
  - (ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work.

**6.2 Cost of Tender Document / Tender Fee**

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules are required to pay the cost of Tender Document as mentioned in Section-III, Clause 8 of Data Sheet through RTGS. The cost of Tender Document is Non-Refundable.

- i.) Name of Bank Account: IWAI FUND
- ii.) Bank Name and Address                      Canara Bank, Sector – 18, Morna Branch Noida
- iii.) Bank Account Number    90622150000086
- iv.) IFSC    CNRB0018778

- 6.3 All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India for the amount as mentioned in Section III: Data Sheet.

The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized/Scheduled Bank in India in the name of the bidder. ~~The bank solvency certificate can be submitted by any one member of the JV / Consortium and the name of that member submitting the bank solvency certificate shall be mentioned in the JV / Consortium Agreement.~~

- 6.4 **Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST shall be paid as per existing rules and regulations at the time of payment.

**6.5 Currency**

Bidders shall express the price of their Assignment / job in **Indian Rupees (INR)**.

**6.6 Language**

The Bid as well as all related correspondences exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this tender document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting document submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

**6.7 Bid Validity**

Section - III: Bid Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Key Personnel nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Key Personnel proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The Bidders who do not extend the validity of their bids, shall not be considered for further evaluation.

**6.8 Number of Bids**

A Bidder can submit one bid only as a single entity. In case a Bidder submits or participates in more than one bid, the application of the Bidder shall be rejected summarily.

**6.9 ~~Bids by Joint Venture (JV) / Consortium (Not Applicable)~~**

~~6.9.1 The JV / Consortium can be entered between two or more firms and limited to maximum three firms.~~

~~6.9.2 The Lead Member should have highest share of participation in a JV / Consortium.~~

- 6.9.3 Deleted.
- 6.9.4 There shall be a Joint Bidding Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in Form 4K of Section IV). The Bidder has to submit either of the following:
- 6.9.4.1 A copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document
- OR
- 6.9.4.2 A documentary proof of "intent of forming JV / Consortium as per Joint Bidding Agreement" on non-judicial stamp paper of Rs. 100 at the time of submission of bid.
- The Joint Bidding Agreement to enter into a JV / Consortium agreement should contain at least the following:
- Name of the JV / Consortium independent from the name of JV / Consortium Partners
  - Name of the Lead Partner
  - All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 6.9.4.3 Deleted.
- 6.9.5 Lead partner's authorization shall be evidenced by submitting a Power of Attorney, duly notarized, signed by the legally authorized signatories of all the partners / members of JV / Consortium.
- 6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.
- 6.9.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner in charge of the remaining JV / Consortium. The partner in charge shall within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Consultant liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Consultant and the Employer will take action under the Conditions of Contract.
- 6.9.8 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub-clause 6.9.7 above, all the partners of the JV / Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.

- 6.9.9 ~~The bid submitted shall contain all relevant information for each member of JV / Consortium as per the requirement stipulated under clause 10.1 of ITB.~~
- 6.9.10 ~~Lead member should lead in the JV / Consortium and it should clearly state the proposed responsibilities as per the format given in Section IV: Form 4K. However, the JV / Consortium members together shall meet the overall qualification criteria stipulated in Clause 16.1 of ITB.~~
- 6.9.11 ~~In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.~~
- 6.9.12 ~~In case of award of work to a JV / Consortium, all the members of the JV / Consortium shall sign the contract agreement.~~

**Conflict of  
Interest**

- 7.1 Employer requires that selected bidder (the "Consultant") provides professional, objective, and impartial advice and at all times holds the Employer's interest's paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, 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:
- (a) **Conflicting Activities:** A firm or any of its affiliates who has been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example, surveys, exploratory drilling, aerial photography, satellite imagery, transaction advisory etc.
- (b) **Conflicting Assignment / Job:** A Consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets/ undertaking transaction advisory work shall not purchase nor advise purchasers of such assets.
- (c) **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/job (ii) the selection process for such assignment / job 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.

- 7.3 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 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 termination of its Contract during execution of assignment.
- 7.4 No agency or current employees of the Employer shall work as Consultants of any Bidder.

**Acknowledgement by Bidders**

It shall be deemed that by submitting the Proposal, the Bidder has:

- 8.1 Made a complete and careful examination of this Tender;
- 8.2 Received all relevant information from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of clause 5.2 & 5.3 above;
- 8.5 Acknowledged that it does not have a Conflict of Interest; and
- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

**Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted online through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app> Additionally, the Bidder needs to send hard copy of the uploaded Documents duly sealed and superscribed along with name and address of the firm to the tender inviting authority before the Bid Due Date. After opening of the bid, the authenticity of the uploaded documents will be verified by the tender inviting authority.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering
- 9.3 Bidder should enroll in the e-Procurement site <https://eprocure.gov.in/eprocure/app> using the option available "Enroll Here" on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID / password chosen during enrolment / registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY / TCS / node / e-Mudra or any Certifying Employer recognized by CCA India on e-Token / Smart Card, should be registered.

- 9.6 The Bidder should only use the registered DSC and should ensure safety of the same.
- 9.7 Bidder may go through the Tenders published on the site and download the required Tender documents / schedules in which the Bidder is interested.
- 9.8 After downloading / getting the Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If the Bidder wish to seek any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Bid Data Sheet. The Bidder should also take into account the addenda / corrigenda published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id / password chosen during enrolment / registration and then by giving the password of the e-Token / Smart card to access DSC.
- 9.11 Bidder will then select the tender which he / she is interested in by using the search option & then moves it to the '*my favourites*' folder.
- 9.12 From the favourite's folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the Bidder has read all the terms and conditions before submitting his / her offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in general PDF / xls / rar / jpg formats. If there are more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Bid Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "*My Space*" option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee and EMD for the amount as specified in Section – III: Bid Data Sheet. The original payment instruments should be posted / couriered / given in person so as to reach to the Employer on or before bid closing date & time. Scanned copy of the instruments for both these payments should be uploaded as part of the offer.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee and EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.

- 9.20 The Bidder has to scan digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Tender document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender document.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content as enumerated in clause 10 below.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified / replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure that the Bid documents submitted are free from virus. If the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side and displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.

9.31 Any queries relating to the Tender document and the Terms & Conditions contained therein should be addressed to the TIA for a Tender or the relevant contact person indicated in the Tender.

9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**Submission of  
Bids**

The scanned copy of the Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in two covers. The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.

**10.1 Cover – I: Technical Bid**

**10.1.1 Part – I**

- a. Proof of Tender Fee as specified in Section – III: Bid Data sheet or claim of exemption with supporting documents
- b. Proof of EMD as specified in Section – III: Bid Data Sheet or claim of exemption with supporting documents
- c. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – VI in Section VIII
- d. Letter of Bid (Section IV: Form - 4A)
- e. Signed declaration by the Bidders (Section IV: Form – 4F)
- f. Power of Attorney for the authorized person of the Bidder as per Section IV: Form - 4D. This form shall be accompanied by copy of Company identity card or general identity card (Passport / Driving license / Voter's ID etc.) of the authorized representative
- g. ~~Power of Attorney for Lead Member of the JV / Consortium as per Section IV: Form 4J~~
- h. ~~Joint Bidding Agreement as per Section IV: Form 4K~~
- i. Bidder Information Sheet as per Section IV: Form 4G,
- j. Composition / Ownership / Shareholding pattern of the organization
- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Company
- l. Registration / incorporation certificate of the Company
- m. Integrity Agreement in format given at Annex – I in Section VIII

- n. Original tender document with minutes of the pre-bid meeting and all addenda & corrigenda issued till last date of bid submission duly stamped and signed by the authorized signatory of the Bidder

**Note:** If the Bid is submitted by a firm in Partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the PoA for the firm for signing the Bid in which case a certified copy of the PoA shall accompany the Bid. A certified copy of the Partnership Deed and current business address of all the partners of the firm shall also accompany the Bid.

10.1. 2 **Part – II**

- a. Annual Report / Audited Balance Sheets, for the last three (3) financial years ending 31<sup>st</sup> March of the previous financial year (FY 2022-23,2023-24 & 2024-25)
- b. GST Registration certificate
- c. Income Tax Return (ITR) filed by the Company for the last three financial years (FY 2022-23,2023-24 & 2024-25)
- d. PAN card of the Company
- e. Section IV: Form - 4C for Average Annual Turnover
- f. Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex - IV & V in Section VIII

10.1.3 **Part – III**

Complete Company Profile including the following details:

- a. Background of the organization
- b. Client completion certificates on client letter head for Similar Woks executed by the Bidder in the last five years. The submitted certificates shall comply with the conditions laid in clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Section IV: Form - 4B.

10.1.4 **Part – IV**

- a. The Bidder shall submit the Technical Bid keeping in view the scope of work listed in the ToR which must include:
- (i) Approach to the work and methodology to be adopted; and
- (ii) Detailed Work Plan
- b. List of Personnel along with complete signed CVs (Section IV: Form - 4E), adhering to the following requirements:
- (i) The Bidder has to ensure that the time allocated for the Key Personnel does not conflict with the time allocated for any other assignment.

- (ii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
- (iii) The Key Personnel shall remain available for the entire period of the contract as indicated in the tender document.
- (iv) No alternative CV for any Key Personnel shall be made and only one CV for each position shall be furnished.
- (v) Each CV shall bear original signatures of the proposed Key Personnel which shall also be signed by the authorized signatory of the Bidder. The Employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the document.
- (vi) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender document.
- (vii) Deleted.
- (viii) Since the replacement of Key Personnel affects the marking of technical evaluation of the bids, the Bidders shall ensure that there shall be no replacement / change in the key personnel proposed at the time of signing of contract. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to resignation by the key personnel, death, or medical incapacity etc. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. The Consultant shall not replace any of the Key Personnel without the written prior consent of the Employer.
- (ix) If the Employer (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employers written request specifying the grounds therefore, forthwith provide as a replacement a person with equal or better qualifications and experience acceptable to the Employer.
- (x) The Consultant shall bear all travel and other costs arising out of or incidental to any removal and / or replacement of its personnel.

**It may be noted that the Technical Bid shall not contain any reference to the Consultancy fee.**

~~**All the submissions enumerated under Part I, II & III shall be submitted by all the JV / Consortium Partners separately wherever applicable.**~~

10.2 **Cover - II: Financial Bid**

Financial Bid in excel format (BoQ\_XXXXX) provided along with this Tender as per Form Fin – 2, Section V shall be used for quoting prices / offer.

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
  - a. The Employer shall reimburse all the travel expenses incurred during the travel made by the Consultant as per instruction of the Employer. The expenses

regarding Travel allowances, staying accommodation, dearness allowances etc are to be paid as per actual to the Consultant.

- b. Consultancy fee quoted would deem to have included only the cost of man-month to be deployed as per the ToR. Any incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc are to be reimbursed to the Consultant as per actual.
- c. All duties, taxes, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST, which will be paid as per existing rules and regulations at the time of payment. The Bidder has to submit the breakup cost of work and taxation in support of the financial bid as per Form Fin - 3. Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weightage, otherwise it would be presumed that the Bidder would absorb the same in his quote.
- d. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration of consultancy services shall be as specified in Section – III: Bid Data Sheet.

**Extension of Bid Submission Date** 11.1 The Employer may extend the date of submission of bids by issuing an addendum / corrigendum and uploading the same on Employer's website and e-procurement portal.

**Late Proposals** 12.1 Online proposals received by the Employer after the specified bid submission date & time or any extension thereof, pursuant to clause – 11 above, shall not be considered for evaluation and shall be summarily rejected.

**Liability of the Employer** 13.1 The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under clause - 9 of ITB, has been read and understood by the bidder.

**Modification / Substitution / Withdrawal of Bids** 14.1 The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission.  
No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.

**Bid Opening and Evaluation Process** 15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.

15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Bid Data Sheet. 'Financial Bid' of those Bidders whose Technical

Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with clause - 14 above shall not be opened.

15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR and by applying the eligibility & evaluation criteria, sub-criteria specified in clause – 3 & 16 of ITB. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in clause - 3 and clause - 16 of ITB. Only responsive Proposals shall be further taken up for evaluation.

15.4.1 A Bid shall be considered responsive only if:

- a. It is received by the Bid submission date and time including any extension thereof, pursuant to clause – 11 above;
- b. It is accompanied by the EMD & Tender Fee as specified in clause 6.1 & 6.2 above;
- c. It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);
- d. It does not contain any condition or qualification or suggestion; and
- e. It fulfils the eligibility & qualification criteria stipulated in clause 3 and clause 16.1 of ITB.

15.5 After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may at its discretion, ask any Bidder for a clarification on its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.

15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.

15.7 At the time of the online opening of the 'Financial Bids', the names of the technically qualified Bidders along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

**Qualification  
Criteria & Bid  
Evaluation**

**16.1 Minimum Qualification Criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in clauses 16.1.1 to 16.1.2 of ITB below. Not satisfying any of the

qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened.

#### 16.1.1 Qualification Criteria for Consultancy Services

The Bidder should have successfully completed "**Similar Works**" which means "Providing PMU/PMC/Consultancy services to any organization such as Ministries dealing in Ports, Waterways or Shipping related subjects in Central Government or State Government or any Major Port or any State Maritime Board or any IWT Department (minimum period of engagement should not be less than 12 months) in previous 7 years before the last date of the Bid submission."

- a. 3 similar completed services each costing (Consultancy fee) not less than the amount equal to 40% of the estimated cost i.e. INR 82.08 Lakhs or
- b. 2 similar completed services each costing (Consultancy fee) not less than the amount equal to 50% of the estimated cost i.e. **INR 102.60 lakh**, or
- c. 1 similar completed service costing (Consultancy fee) not less than the amount equal to 80% of the estimated cost i.e. **INR 164.16 lakh**

**Note:** The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits

For this purpose, "**Similar Works**" has been defined in Section III: Bid Data Sheet.

~~In the event of a JV/ Consortium, following are the requirements:~~

~~All Parties combined shall together meet the technical eligibility as well as financial eligibility requirement.~~

~~The value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.~~

#### 16.1.2 Qualification Criteria for "Average Annual Turnover" for last three (03) financial years

30% of the estimated cost (i.e. **0.3 X 205.20 lakh = Rs. 61.56 lakhs**) put to this tender, to qualify for this work for last three (03) financial years (2022-23, 2023-24 & 2024-25).

16.1.3 In case a Bidder fails to meet the eligibility criteria stipulated in clause 3 of ITB along with above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

#### 16.2 Technical Evaluation

16.2.1 The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 3 & 16 of ITB would be as follows:

**SUMMARY**

**1) Criteria for relevant experience of the firm for the assignment - 40 Marks**

Sl. No.	Description	Marks
1	Year of Establishment of the Firm: less than 5 years – 3 marks more than 5 years – 5 marks	5
2	Average Annual Turnover (last 3 years) from consultancy business: less than 2 crores – 3 marks between 2-4 crores – 4 marks more than 4 crores – 5 marks	5
3	<b>Bidders with Ongoing/ Completed PMC Consultancy experience of Major Ports/ State Maritime Boards, (minimum period of engagement should not be less than 12 months) since 01.05.2026</b>  (a) 1-2 Ministries dealing in Ports or Shipping or Waterways/Major Ports/State Maritime Board: <b>5 marks</b>  (b) 3-4 Ministries dealing in Ports or Shipping or Waterways /Major Ports/State Maritime Boards: <b>10 marks</b>  (c) Five and more Ministries dealing in Ports or Shipping or Waterways /Major Ports/State Maritime Boards: <b>15 marks</b>	15
4	Experience in Project Consultancy Services related to Ports/ Inland Waterways/ Harbours /Marinas/ Ship building project, Greening of vessels (Green vessel project) completed/ ongoing ( <b>3 marks for each project up to a maximum of 15 marks for 5 projects</b> )	15

**2) Adequacy of the proposed Approach & Methodology in responding to Terms of Reference: - 18 Marks**

Sl. No.	Description	Marks
1	Quality of Approach and Methodology	10
2	Work Plan	8

**3) The skills and expertise of the main professionals for the task**

**3.1) The weightage for various key staffs is as under:**

Sl. No.	Description	Marks
	<b>Key Experts</b>	
1	Sr. Consultant (Naval Architecture)	15
2	Consultant (Marine Engineer)	14
3	Consultant (Electrical)	13
	<b>TOTAL MARKS</b>	<b>42</b>
	<b>Support Staff</b>	
1	Data Executive	

**3.2) Qualification and Competence of the Key Professionals for the assignment shall be evaluated as under:**

S No	Key Personnel	Educational	Professional		Total
		Qualification	Minimum Experience	Preferred Experience	
1.	Sr. Consultant (Naval Architecture)	4	4	7	15
2.	Consultant (Marine Engineer)	4	4	6	14
3.	Consultant (Electrical)	4	4	5	13

**The overall weightage of Technical Evaluation is as under:**

SI. No.	Description	Marks
1	Experience of the Firm	40
2	Approach & Methodology	18
3	Qualification of the Key Professionals	42

**Relevant Experience of the firm for the Assignment**

S. No	Evaluation criteria	Scoring	Maximum Marks	Documentary evidence
1	Experience in Consultancy Project Services related to Ports / GoI/ Inland Waterways / Harbours / Marinas / Ship Building, Greening of vessels (Green vessels project)	Each project as 3 Marks	15	Client completion certificate/ Work order/ Engagement Letter / Contract Agreement

2	Provided PMC Consultancy Services to any Major Ports/State Maritime Boards, Inland Waterways/ Harbours/ Marinas/ Ship Building, Greening of vessels (Green vessels project) completed in last 7 years.	<ul style="list-style-type: none"> <li>• 0-2 Major Ports/State Maritime Board: 5 marks</li> <li>• 3-4 Major Ports/State Maritime Board: 10 marks</li> <li>• Five and more Major Ports/State Maritime Board: 15 marks</li> </ul>	15	Completion certificate / Work order/ Engagement Letter / Contract Agreement
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**CVs of Key Personnel - Sub-Criteria for each Key Personnel**

S No	Expert	Qualification & Experience Requirement	Maximum Marks
1	Sr. Consultant (Naval Architecture) (1 No.)	<p><b>Educational Qualification:</b> Graduation from a recognized university in Naval Architecture and Shipbuilding Engineering or Naval Architecture and Ocean Engineering.</p> <p><b>Minimum experience:</b> Minimum experience of <b>Ten (10) years</b> in relevant professional experience (i.e., Ship design, Vessel construction, Dry docking, Stability analysis, Hull structure design, Preparation/ review of GA drawings, Marine consultancy works, Supervision of vessel construction/ repair and Inland &amp; sea-going vessel projects</p> <p><b>Preferred experience:</b> Minimum experience of Ten (10) years out of which minimum four (4) years of experience in Vessel construction, Dry docking, Stability analysis, Hull structure design, Preparation/ review of GA drawings.</p>	15

		<p><b>Scoring Criteria:</b></p> <ul style="list-style-type: none"> <li>• 4 marks for fulfilling educational qualification criteria (as above)</li> <li>• 4 marks for fulfilling minimum experience and 8 marks for fulfilling preferred experience criteria (as above)</li> </ul>	
2	Consultant (Marine) (1 No.)	<p><b>Educational Qualification:</b></p> <p>Degree in <b>Marine/ Mechanical Engineering</b> from a recognized University/Institution;</p> <p><b>Minimum experience:</b></p> <p><b>8 years</b> of relevant experience in:</p> <ul style="list-style-type: none"> <li>• Repair &amp; maintenance of vessels</li> <li>• Marine propulsion systems</li> <li>• Dry docking and refit works</li> <li>• Operation &amp; maintenance of marine machinery</li> <li>• Vessel inspection and survey</li> <li>• Preparation of technical specifications and estimates</li> <li>• Supervision of shipyard works</li> <li>• Marine project execution and monitoring</li> </ul> <p><b>Preferred experience:</b> Minimum experience of three (3) years in project Repair &amp; maintenance of vessels, Marine propulsion systems, Dry docking &amp; refit works and Operation &amp; maintenance of marine machinery.</p> <p>Scoring Criteria:</p> <ul style="list-style-type: none"> <li>• 4 marks for fulfilling educational qualification criteria (as above)</li> <li>• 3 marks for fulfilling minimum experience and 6 marks for fulfilling preferred experience criteria (as above)</li> </ul>	14
3	Consultant (Electrical and electronic) (1 No.)	<p><b>Educational Qualification:</b></p> <p>Degree in <b>Electrical Engineering / Electrical &amp; Electronics Engineering</b> from a recognized University/Institution.</p>	13

		<p><b>Professional Qualification: Minimum experience:</b></p> <p><b>8 years</b> of relevant experience in:</p> <ul style="list-style-type: none"> <li>• Marine electrical and electronics installation and maintenance</li> <li>• Vessel repair/refit works</li> <li>• Electrical system design and troubleshooting</li> <li>• Shipyard supervision and inspection</li> <li>• Power distribution systems</li> <li>• Preparation of technical specifications and estimates</li> <li>• Testing &amp; commissioning of electrical equipment</li> </ul> <p><b>Preferred experience:</b></p> <ul style="list-style-type: none"> <li>• Marine electrical installation and maintenance</li> <li>• Vessel repair/refit works</li> <li>• Electrical system design and troubleshooting</li> </ul> <p>Scoring Criteria:</p> <ul style="list-style-type: none"> <li>• 4 marks for fulfilling educational qualification criteria (as above)</li> <li>• 3 marks for fulfilling minimum experience and 6 marks for fulfilling preferred experience criteria (as above)</li> </ul>	
<b>Support Staff (Non-Key Expert)</b>			
	Data Executive (1)	<p><b>Educational Qualification:</b></p> <p>Any Graduation degree</p> <p><b>Professional Qualification: Minimum experience:</b> Minimum experience of <b>five (5) years</b> with Knowledge of:</p> <ul style="list-style-type: none"> <li>• MS Excel, Word, PowerPoint</li> <li>• Data analysis and reporting tools</li> <li>• database handling</li> </ul> <p><b>Preferred experience:</b></p> <ul style="list-style-type: none"> <li>• Data management and MIS reporting</li> <li>• Marine/project documentation</li> <li>• Vessel maintenance records</li> <li>• Preparation of summary sheets and progress reports</li> <li>• Handling technical/ project databases</li> <li>• Coordination with shipyards/ field offices</li> <li>• Digital record management and office support</li> </ul>	--

16.2.2 The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.

16.2.3 The Technical score shall be evaluated according to the following formula:

$$St = 100 * T / Tm$$

(St is the normalized technical score, T is the technical score of the Bidder under consideration and Tm is the highest technical score amongst the Bidders under consideration)

### 16.3 **Financial Evaluation**

The Financial Score shall be evaluated according to the following formula:

$$Sf = 100 * Fm / F$$

(Sf is the normalized financial score, Fm is the lowest price amongst the Bidders under consideration and F is the price of bid under consideration for calculation)

### 16.4 **Final Evaluation**

16.4.1 A combined score of Technical and Financial will be evaluated. The successful Bidder shall be selected as per the following procedure:

- a. Proposal will be ranked according to the combined normalized Technical (St) and normalized Financial (Sf) score using the weights mentioned below.
- b. The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw = 0.70 and Fw = 0.30  
(Tw = the weight given to technical proposal; Fw = weight given to the financial proposal; Tw + Fw = 1)
- c. Final score (S) would be arrived at using the following formula:  $S = St \times Tw + Sf \times Fw$

16.4.2 The proposal obtaining the highest total combined score in evaluation of quality (Technical) and cost (Financial) will be ranked as H-1 followed by the proposals securing the lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 can also be invited by the Employer for negotiations to facilitate decision on award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

<b>Award of Contract</b>	17.1	The Employer shall issue a LoA to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
	17.2	<del>For a JV / Consortium, the Consultant will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of Performance Bank Guarantee, within 45 days of issuance of the LoA.</del>  For a Single Entity, the Consultant will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of performance bank guarantee, within 28 days of issuance of the LoA.
	17.3	The Consultant is expected to commence the Assignment / job at the location specified in Section III: Bid Data Sheet.
<b>Insurance</b>	18.1	The Consultant shall maintain at his own cost, personal and accident insurance for all his Personnel and property as considered satisfactory by the Employer to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. The Consultant shall ensure the same for his sub-consultants also. The Employer shall not be responsible for any such events or effects thereof.
<b>Indemnity</b>	19.1	It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
<b>Fraud and Corrupt Practices</b>	20.1	The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this Tender, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the EMD or Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder's Proposal.

20.2 Without prejudice to the rights of the Employer under Clause 18 (Insurance) hereinabove and the rights and remedies which the Employer may have under the LoA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

**Ownership of  
Document and  
Copyright**

21.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the ToR.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Employer.

## **SECTION - III: BID DATA SHEET**

### SECTION III: BID DATA SHEET

Reference	Particulars	Description
ITB 2.1	Employer	Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
ITB 2.1	Method of Selection	Quality and Cost Based (QCBS) Selection Method (70:30)
ITB 2.2	Name of the Assignment / Job	Hiring of Consultants for Project Management Consultancy Services for Ship Building, Greening of vessels and Mech Marine relevant works.
ITB 2.3	Last Date & Time for submission of Bid	<b>Date:</b> 27.07.2026 <b>Time:</b> Latest by 15:00 Hrs (IST) <b>Submission:</b> Online submission <b>Address:</b> Chief Engineer (Tech.), Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
	Estimated Cost	<b>Rs 2.05 Cr</b> (excluding GST)
ITB 6.1	EMD	Rs 4.10 Lakhs.
ITB 6.2	Tender Fee	INR 5900/- including 18% GST. Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS / NEFT in the following account: <b>Name of Bank Account:</b> IWAI Fund <b>Bank Name and Address:</b> Canara Bank, Sector-18, Noida Branch Morna <b>Bank Account number:</b> 90622150000086 <b>IFSC:</b> CNRB0018778
ITB 6.7	Bid Validity Period	120 days after last date of Bid Submission
ITB 6.3	Bank Solvency	Rs 82.08 Lakhs (40% of the estimated cost)
ITB 16.1.2	Average Annual Turnover	Rs. 61.56 lakhs (30% of the estimated cost)

Reference	Particulars	Description
ITB 3.2 & ITB 16.1	Similar Works	“ <b>Similar Works</b> ” means “Providing PMU/PMC/Consultancy services to any organization such as Ministries dealing in Ports, Waterways or Shipping related subjects in Central Government or State Government or any Major Port or any State Maritime Board or any IWT Department (minimum period of engagement should not be less than 12 months) in previous 7 years before the last date of the Bid submission.”
ITB 6.9	JV / Consortium	<b>Not applicable</b>
-	MSME Allowed	<b>Yes</b>
ITB 10.3	Consultancy Period	2 years from the date of issuance of LoA with a provision of 1-year extensions based on satisfactorily performance of the consultant with approval of the Competent Authority.
ITB 15.3	Bid Opening date	<b>Date</b> : 28.07.2026 <b>Time</b> : 15:30 hrs
ITB 17.3	Location of Assignment	Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
-	Performance Security	5% of the awarded amount in the form of irrevocable bank guarantee from nationalized / scheduled bank.
	Security Deposit	To be deducted @ 10% from each RA bill till the value becomes 5% of the contract value

## **SECTION – IV: TECHNICAL BID STANDARD FORMS**

**FORM 4A: LETTER OF BID**  
**(To be submitted on the letter head of the Bidder)**

To,

**Chief Engineer (Tech.)  
IWAI, A-13, Sector -1,  
Gautam Buddha Nagar  
NOIDA - 201301, U.P.**

**Sub:** Consultancy Services for .....

Dear Sir,

1. Having examined the information and instructions for submission of tender, Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the abovenamed works, I/ We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT/ Bank Guarantee/ E-bank Guarantee in favour of IWAI Fund payable at Noida from Nationalised / Scheduled bank of India as per the details given therein:

<b>S. No.</b>	<b>RTGS / NEFT</b>		<b>Total EMD (INR)</b>
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by

IWAI towards part of security deposit/ performance security to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender including that no interest is payable on EMD and/ or Security Deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the Employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereto shall constitute a binding contract.
8. **I / We also declare that the firm has not been debarred / blacklisted during the last three years and it does not subside on the day of submission of the bid.** Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.
9. I/ We understand that IWAI is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)

M/s .....

Telephone no's.....FAX No.....

Email ID: .....

**FORM 4B: ELIGIBLE PROJECTS**

**(To be submitted on the letter head of the Bidder)**

**Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or ~~as one of the major companies within an JV for carrying similar works under this assignment.]~~*

“Similar Works<sup>1</sup>” have been defined in Section III: Bid Data Sheet

S. No.	Client Name <sup>2</sup> , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (Including Similar Work)	Remarks
		Financial <sup>3</sup> value of similar work satisfactorily completed					

**Firm's Name** : .....

**Authorized Signature** : .....

**Notes:**

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year simple annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).

<sup>1</sup> Exhibit only those projects completed in the last five (5) years from the **Last Date of Bid Submission**.

<sup>2</sup> The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

<sup>3</sup> Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

**FORM 4C: AVERAGE ANNUAL TURNOVER IN LAST THREE YEARS**  
*(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)*

Sl. No.	Financial Years	Annual Turnover in INR
1.	2022-23	
2.	2023-24	
4.	2024-25	
5.	Total (1+2+3)	
	Average Annual Turnover	<i>[indicate sum of the above figures divided by 3]</i>

**Certificate from the Statutory Auditor**

This is to certify that ..... *[Name of the Firm]* *[Registered Address]* has received the payments shown above against the respective years.

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**.....

**(Signature of the Statutory Auditor Seal of the Firm)**

**Note:**

In case the Bidder does not have a statutory auditor, it may provide the certificate from a practicing Chartered Accountant.

**FORM 4D: POWER OF ATTORNEY**

***(To be executed on non-judicial stamp paper of Rs. 100 and duly notarised. The stamp paper to be in the name of the company who is issuing the Power of Attorney)***

Know all men by these presents, We,..... *(name of organization and address of the registered office)* do hereby constitute, nominate, appoint and authorize Mr./Ms ..... son /

daughter / wife and presently residing at ..... who is presently employed with / retained by us and holding the position of ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for ".....*(insert name of the assignment)*". The selection of Consultant for Inland Waterways Authority of India (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.

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

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

For ...

**(Signature, Name, Designation and Address)**

**Witnesses:**

- 1.....
2. ....

**Accepted**

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

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it*

*is so required the same should be under common seal affixed in accordance with the required procedure.*

2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**FORM 4E: CURRICULUM - VITAE (CV) OF KEY PERSONNEL**

1. **Proposed Position/Designation** :
2. **Name of Firm** :  
*[Insert name of firm proposing the staff]*
3. **Name of Staff: [Insert full name]** :
4. **Date of Birth** :
5. **Nationality** :
6. **Education** :  
*[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:*
7. **Membership of Professional Associations:**
8. **Other Training** :
9. **Countries of Work Experience :**  
*[List countries where staff has worked in the last ten years] :*
10. **Language Known** :  
*[For each language indicate proficiency: good, fair, or poor in speaking, reading and writing]*
11. **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** : .....
12. **Detailed Tasks Assigned**  
*[List all tasks to be performed under this Assignment/Job] :*
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**  
*[Among the Assignment / jobs in which the staff has been involved, indicate the following information for those Assignment / jobs that best illustrate staffs capability to handle the tasks listed under Para 12]*  
**Name of Assignment/Job or project** : **Month & Year** :  
**Location** :  
**Employer** :  
**Main project features** :  
**Positions held** :  
**Activities performed** :  
**14. Certification** :

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

I hereby declare that I have not given my consent to any other Consultant besides .....(*name of bidder*) to use my CV for the purpose of bid submission for this project.

**Date:**.....

**[Signature of staff member]**

**[Signature of authorized signatory of the firm]**

**Place:**.....

**[Full name of authorized representative]**

**FORM 4F: DECLARATION BY THE BIDDERS**  
*(To be submitted on the letter head of the Bidder)*

To,

Date:.....

.....  
**INLAND WATERWAYS AUTHORITY OF INDIA,**  
**A-13, Sector – 1, Noida - 201 301,**  
**District- Gautam Buddha Nagar (U.P.)**

**Kind Attention:** .....

**Sub:** Declaration from the Bidder

**Tender Reference No:**... ..

Dear Sir,

This is with reference to the above mentioned Tender document. We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the Tender document downloaded from the website of IWAI and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been debarred / blacklisted during the last three years.
3.	<input type="checkbox"/>	I / We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
6.	<input type="checkbox"/>	I / We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine
7.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**Note:** Please Tick the appropriate box in the above table.

**FORM 4G: BIDDER INFORMATION SHEET**  
**(To be submitted on the letter head of the Bidder)**

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

**Yours Faithfully**

**(Signature of the Bidder, with Official**

**Seal)**

**Note:**

This Form shall be supplied with Identity proof of the authorized representative

**FORM 4H: FORMAT FOR PRE BID QUERIES BY BIDDERS**  
*(To be submitted on the letter head of the Bidder)*

Name of Bidder:  
Date of Submission:

**Pre – Bid Queries**

<b>S. No.</b>	<b>Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document</b>	<b>Tender clause description</b>	<b>Query / Suggestion / Clarification sought</b>
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

## **FORM 4I: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology and work plan are key components of the Technical Proposal. The Consultant will present its Technical Proposal (items a, b and c below) in no more than 40 single sided or 20 double sided printed sheets (A- 4 size, minimum 11 font size). The Page count does not include the Forms.

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organization and Staffing

**(a) Technical Approach and Methodology** – detailing the consultant’s understanding of the objectives and scope of the assignment, proposed methodology for planning, design review, supervision, monitoring, quality assurance, greening initiatives, regulatory compliance, and execution strategy for Ship Building, Greening of Vessels and Mech Marine related works in a safe, efficient and time-bound manner.

**(b) Work Plan** – indicating the activity-wise implementation schedule, milestones, timelines, deliverables, deployment sequence, inspection and monitoring mechanism, coordination methodology with stakeholders, and reporting framework for successful completion of the consultancy services.

**(c) Organization and Staffing** – Providing the proposed organizational structure for execution of the assignment, deployment plan of key experts and support personnel, their qualifications and relevant experience in Ship Building, Green Vessel Technologies and Mech Marine works.

## FORM 4J: Details of Key Personnel

### Form- 1: Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Sr. Consultant (Naval Architecture)						
2.	Consultant (Marine/Mechanical Engineer)						
3.	Consultant (Electrical)						

## **SECTION – V: FINANCIAL BIDS STANDARD FORMS**

**FORM FIN – 1: FINANCIAL BID SUBMISSION FORM**

*[Location, Date]*

To,  
*[Name and address of Employer]*

Dear Sir,

We, the undersigned, offer to provide the consultancy services for *[Insert title of Assignment / Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies etc.) but excluding Goods & Service Tax (GST) *[Insert amount(s) in words and figures]*. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations (if any), up to expiration of the validity period of the Bid, i.e. before the date indicated in ..... clause.....

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

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Designation of Signatory** : .....

**Name of Firm** : .....

**FORM FIN – 2: SUMMARY OF COSTS - BOQ**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount (in Figures)</b>	<b>Amount (in Words)</b>
A.	Consultancy Fees ( <b>Form Fin- 3</b> )		
B.	GST as applicable		
	<b>Grand Total</b>		

**Notes:**

During Financial Bid Evaluation, quoted cost excluding GST would be considered, for the purpose of comparison of the Bids. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

**Authorized Signature**

**Name** : .....

**Designation** : .....

**Name of Firm** : .....

**Address** : .....

**FORM FIN – 3: CONSULTANCY FEES**

**1. Key Personnel**

S. No.	Designation	Name of Personnel	Number of Personnel (A)	Man-months to be Proposed / Person (B)	Man-month Rate / Person (C)	Total Amount (C = AXBXC)
1.	Sr. Consultant (Naval Architecture)		1	24		
2.	Consultant (Marine/Mechanical Engineer)		1	24		
3.	Consultant (Electrical)		1	24		
4.	Data Executive		1	24		
<b>Sub-Total (1)</b>						

**Notes:**

- All the Key Personnel and Support Personnel shall be available during all the working days on-site which the Authority office remains open (refer clause 5 of Section-VII: Conditions of Contract). The Authority shall provide to the Consultant, office space in the headquarters (Noida) of the Authority where all the Key Personnel & Support Personnel shall be stationed throughout the Contract period (as per the deployment schedule mentioned above). No additional cost shall be borne by the Consultant on account of office space provided by the Authority.
- Man-months rate and corresponding total amount (based on manpower deployment schedule) shall include total emoluments, overheads, bonuses and all local taxes etc.
- The fixed Out of Pocket Expenses (OPEs) details as stipulated above, are to be provided only for this purpose of break-up of total cost under this head and no extra claim in this regard shall be entertained by the Authority.
- In addition to the above, in the event of any travel requirements for the Personnel including in relation to the Assignment, air travel for domestic of economy class, local conveyance for site visits & meetings to other offices and boarding & lodging for the same purpose for such personnel will be reimbursed by the Authority at actuals, the documentary evidence of which shall be submitted along with monthly invoices
- The total cost shall be paid on Monthly Basis to the consultant based on the invoice submitted for total Man-month deployed for the that month along with the Out-of-Pocket Expenses for the month.

**Authorized Signature**

**Name** : .....

**Designation** : .....

**Name of Firm** : .....

**Address** : .....

## **SECTION –VI: TERMS OF REFERENCE (ToR)**

## 1. **Background & Introduction**

**1.1** Inland Waterways Authority of India (IWAI) (hereinafter referred to as “the **Employer**”) is a statutory body of the Ministry of Ports, Shipping and Waterways (MoPSW), Government of India (GoI). The Client was set up in 1986 and is primarily responsible for the regulation and development of inland waterways for purposes of shipping and navigation for Inland Water Transport (IWT). With five (5) National Waterways (NWs) up to 2016 and today, with the enactment of NWs Act, 2016, there are a total of one-hundred eleven (111) waterways that have been declared as NWs excluding Ganga (NW-1) & Brahmaputra River and its tributaries.

**1.2** The Authority intends to engage a Project Management Consultant (PMC) for providing consultancy support in planning, design review, project monitoring, technical evaluation, contract management, supervision, and implementation of activities related to shipbuilding, greening of vessels, retrofitting, repair & maintenance (R&M), and other mech-marine works. The PMC shall assist the Authority in ensuring timely execution of projects in compliance with applicable statutory provisions, technical standards, environmental norms, and operational requirements.

## 2. **Objective of the Services**

2.1 The primary objective of engaging the Project Management Unit is to provide comprehensive technical, managerial, and advisory support to Mechanical and Marine Wing of IWAI in the areas of shipbuilding, vessel acquisition, greening and modernization of vessels, repair and retrofitting of vessels, Mech-Marine infrastructure, and other allied works. The PMC shall assist in planning, design review, preparation of DPRs, technical specifications, estimates, bid documents, tender evaluation, project monitoring, supervision, quality assurance, and contract management for efficient and timely execution of projects.

2.2 The PMC shall also provide support in implementation and monitoring of shipbuilding and vessel modernization projects, dry-docking and maintenance works, installation and commissioning of marine equipment and systems, and development of Mech-Marine infrastructure including floating and shore-based assets. Further, the PMC shall assist in ensuring compliance with applicable statutory provisions, safety standards, environmental regulations, classification requirements, and other relevant guidelines issued by competent authorities from time to time.

2.3 The scope of services of PMC shall broadly include, but not be limited to, the following:

- i. Shipbuilding, procurement, acquisition, and commissioning of vessels and floating assets;
- ii. Greening, modernization, energy-efficiency enhancement, and adoption of sustainable technologies for vessels;
- iii. Repair, retrofitting, dry-docking, operation, and maintenance support for vessels and marine equipment;
- iv. Planning, design, execution, monitoring, and supervision of Mech-Marine infrastructure and allied works;
- v. Preparation/review of Detailed Project Reports (DPRs), feasibility studies, technical specifications, estimates, BOQs, bid documents, and tender documents;

- vi. Technical evaluation of bids/proposals, inspection of works, quality assurance, and project performance monitoring;
  - vii. Project implementation support including supervision, coordination, scheduling, progress review, and reporting;
  - viii. Assistance in statutory approvals, inspections, certifications, and compliance with applicable Acts, Rules, safety norms, and environmental standards;
  - ix. Advisory and technical support for efficient execution, operation, maintenance, and lifecycle management of marine assets and infrastructure.
- 2.4 The period of consultancy services shall be 2 years from date of issuance of LoA with a provision of 01 year extension based on satisfactorily performance of the consultant with the approval of the Competent Authority.

### **3. Detailed Scope of Work for the Consultants**

#### **A. Shipbuilding Consultancy Services**

The Consultant shall provide technical and professional support for planning, design, construction, supervision, testing, commissioning and acceptance of inland vessels, ferries, pontoons and other floating assets including but not limited to following:

##### **i. Preparation/Review of Project Documents**

- a. Concept plans and feasibility studies;
- b. Detailed Project Reports (DPRs);
- c. Technical specifications and bid documents;
- d. General Arrangement Drawings (GADs);
- e. Design calculations and engineering drawings;
- f. Cost estimates, Bill of Quantities (BOQ) and cost benchmarking;
- g. Tender evaluation and technical bid assessment.

##### **ii. Technical Evaluation and Design Support**

- a. Design optimization and value engineering;
- b. Hull form review and hydrodynamic assessment;
- c. Propulsion system selection and optimization;
- d. Stability, trim and strength calculations;
- e. Capacity and operational suitability assessment;
- f. Review of machinery, electrical and auxiliary systems;
- g. Vetting of vessel designs submitted by shipyards or consultants.

##### **iii. Construction Supervision and Project Monitoring**

- a. Supervision of vessel construction at shipyards;
- b. Stage-wise inspections and progress monitoring;
- c. Verification of workmanship and material quality;
- d. Quality Assurance and Quality Control (QA/QC);
- e. Witnessing Factory Acceptance Tests (FAT);
- f. Harbour Acceptance Trials (HAT) and Sea Trials;
- g. Monitoring compliance with approved drawings and specifications;

- h. Certification support and preparation of inspection reports.

**iv. Regulatory Compliance of IWAI assets**

- a. Verification of compliance with the Inland Vessels Act, 2021 and rules framed thereunder;
- b. Compliance with applicable Classification Society Rules;
- c. Compliance with Indian Register of Shipping (IRS) requirements;
- d. Compliance with environmental, safety and pollution prevention regulations;
- e. Assistance in obtaining statutory approvals, certifications and clearances.

**B. Greening of Vessels**

The Consultant shall provide technical support for adoption of clean, energy-efficient and low-emission technologies in inland water transport including but not limited to following:

**i. Green Vessel Technology Consultancy on:**

- a. Projects related to Hybrid and electric propulsion systems;
- b. Projects related to Hydrogen, methanol and other alternative fuel technologies;
- c. Projects related to Shore charging and associated infrastructure;
- d. Projects related to Energy-efficient machinery and equipment;
- e. Projects related to Solar-assisted and renewable energy systems;
- f. Other Projects related to Emission reduction and decarbonization initiatives.

**ii. Assessment of Existing Vessels including:**

- a. Retrofit feasibility studies;
- b. Energy audits and performance assessments;
- c. Fuel consumption and optimization studies;
- d. Lifecycle cost analysis;
- e. Green certification and compliance assessment.

**iii. Preparation of Reports and Implementation Support including:**

- a. Technical feasibility reports;
- b. Retrofit and modernization plans;
- c. Cost-benefit and financial viability analyses;
- d. Carbon emission reduction assessments;
- e. Preparation of implementation roadmaps;
- f. Assistance in procurement, implementation and monitoring of green initiatives;
- g. Performance monitoring and impact assessment.

**C. Mechanical and Marine Engineering Consultancy Services**

The Consultant shall provide technical support relating to maintenance, repair, modernization and operation of vessels, terminals and allied marine infrastructure.

**i. Consultancy Support for Mechanical and Marine Works**

- a. Repair and Maintenance (R&M) works;

- b. Dry docking and refit activities;
- c. Machinery overhauling and refurbishment;
- d. Installation, replacement and commissioning of marine equipment;
- e. Installation, replacement and commissioning of Mechanical systems associated with terminals, pontoons and floating structures.

**ii. Preparation and Review of Technical Documents including of:**

- a. Technical specifications and scope of work;
- b. Annual and preventive maintenance plans;
- c. Inspection and survey schedules;
- d. Condition assessment and residual life reports;
- e. Asset management and maintenance strategies;
- f. Technical evaluation of vendor proposals.

**iii. Monitoring and Supervision**

- a. Supervision of repair, maintenance and overhaul works;
- b. Monitoring dry dock schedules and activities;
- c. Verification of quality standards and workmanship;
- d. Vendor and contractor performance monitoring;
- e. Progress review and contract compliance;
- f. Certification of completed works and recommendation for acceptance.

**D. Other Associated Services**

The Consultant may also be required to provide:

- a. Third-party inspection and technical audit services;
- b. Expert advice in dispute resolution and claim assessment;
- c. Technical due diligence and asset valuation;
- d. Preparation of standard operating procedures (SOPs);
- e. Capacity building, training and knowledge transfer;
- f. Preparation of technical manuals and maintenance guidelines;
- g. Any other mech-marine related consultancy services as assigned by IWAI from time to time.

**3. Reporting Requirements & their Timelines**

All the personnel shall be stationed full time at IWAI Noida Office. The Consultant will prepare and submit the Monthly Progress reports in soft copy to the Employer along with the Monthly Invoice.

**4. Ownership of Documents**

All reports, drawings, estimates, specifications, data, and documents prepared by the PMC shall become the property of the Authority.

**5. Applicable Rules & Regulations**

The PMC shall ensure compliance with:

- Inland Vessels Act, 2021;
- Rules framed thereunder;
- Environmental regulations;
- Classification Society requirements;
- Government procurement guidelines;
- Safety and pollution control norms.

## 6. **Payment Terms**

- 6.1 No advance payment shall be made
- 6.2 The Consultant shall be paid on a monthly basis at the rates accepted under the Contract for each consultant.
- 6.3 Invoices / Bills complete in all respects is to be raised by the Consultant to Chief Engineer (Tech), IWAI, A-13, Sector-1, Noida – 201 301' on a Monthly Basis who shall process the same after due verification and the payment shall be paid through RTGS.
- 6.4 The Consultant shall submit a monthly invoice supported by attendance records/timesheets and a progress report duly certified by the IWAI 's authorized representative
- 6.5 Full monthly payment shall be admissible for satisfactory deployment during the entire month.
- 6.6 In case of deployment for only part of a month or absence from duty, payment shall be made on a pro-rata basis. The daily rate shall be calculated by dividing the monthly rate by the actual number of working days in the relevant month, excluding Saturdays, Sundays and Gazetted/Public Holidays observed by IWAI.
- 6.7 The payable amount shall be calculated based on the actual number of working days during which services were rendered and certified by IWAI.
- 6.8 GST shall be payable extra, as applicable. Statutory deductions, including TDS, shall be made as per applicable Government rules.
- 6.9 Payment shall be released within 30 days of receipt of complete and correct invoices duly certified by IWAI.

## 7. **Manpower Requirement & Eligibility Criteria and their Role and responsibilities**

The Consultant shall form a multi-disciplinary team (the "**team**") for undertaking the Services. The Experts must have relevant experience complying to the requirements of ToR, familiarity with the local conditions and prevalent local laws and must exhibit expertise of international standards in monitoring of large infrastructure projects. The Experts nominated by the Consultant must be confirmed as available for the Services to do the scheduled work. The Consultant's team must comprise of highly qualified and experienced Key and Non-Key Experts, best suited for the Services. In case of additional requirement, the client may assign additional work to the Consultants as a part of this contract, and additional resources maybe deployed at the same Man-Month Fee or mutually agreed terms and conditions.

<b>S#</b>	<b>Experts</b>	<b>Number of positions to be placed at Employer's H.O. (IWAI Noida)</b>
1.	Sr. Consultant (Naval Architecture)	1
2.	Consultant (Marine /Mechanical Engineer)	1
3.	Consultant (Electrical)	1
5.	Data Executive	1

The minimum & desired qualification and experience of the Experts are briefly described herein. The CVs of the proposed Key Experts must be submitted along with a signed declaration by the proposed professional confirming their availability for the Services. The CVs submitted without such declaration shall not be considered for Technical Evaluation. Some Key Experts shall be employed intermittently, at intervals which would be proposed by the Employer/ Employer.

**A. Eligibility Criteria**

1	Sr. Consultant (Naval Architecture) (1 No.)	<p><b>Educational Qualification:</b> Graduation from a recognized university in Naval Architecture and Shipbuilding Engineering or Naval Architecture and Ocean Engineering.</p> <p><b>Minimum experience:</b> Minimum experience of <b>Ten (10) years</b> in relevant professional experience (i.e., Ship design, Vessel construction, Dry docking, Stability analysis, Hull structure design, Preparation/ review of GA drawings, Marine consultancy works, Supervision of vessel construction/ repair and Inland &amp; sea-going vessel projects)</p> <p><b>Preferred experience:</b> Minimum experience of <b>Ten (10) years</b> out of which minimum four (4) years of experience in Vessel construction, Dry docking, Stability analysis, Hull structure design, Preparation/ review of GA drawings.</p>
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2	Consultant (Marine) (1 No.)	<p>Educational Qualification: Degree in Marine/ Mechanical Engineering from a recognized University/Institution;</p> <p>Minimum experience: 8 years of relevant experience in:</p> <ul style="list-style-type: none"> <li>• Repair &amp; maintenance of vessels</li> <li>• Marine propulsion systems</li> <li>• Dry docking and refit works</li> <li>• Operation &amp; maintenance of marine machinery</li> <li>• Vessel inspection and survey</li> <li>• Preparation of technical specifications and estimates</li> <li>• Supervision of shipyard works</li> <li>• Marine project execution and monitoring</li> </ul> <p>Preferred experience: Minimum experience of three (3) years in project Repair &amp; maintenance of vessels, Marine propulsion systems, Dry docking &amp; refit works and Operation &amp; maintenance of marine machinery.</p>
3	Consultant (Electrical and electronic) (1 No.)	<p>Educational Qualification: Degree in Electrical Engineering / Electrical &amp; Electronics Engineering from a recognized University/Institution. Professional Qualification: Minimum experience:</p> <p><b>8 years</b> of relevant experience in:</p> <ul style="list-style-type: none"> <li>• Marine electrical and electronics installation and maintenance</li> <li>• Vessel repair/refit works</li> <li>• Electrical system design and troubleshooting</li> <li>• Shipyard supervision and inspection</li> <li>• Power distribution systems</li> <li>• Preparation of technical specifications and estimates</li> <li>• Testing &amp; commissioning of electrical equipment</li> </ul> <p>Preferred experience:</p> <ul style="list-style-type: none"> <li>• Marine electrical installation and maintenance</li> <li>• Vessel repair/refit works</li> <li>• Electrical system design and troubleshooting</li> </ul>

4	Data Executive (1)	<p><b>Educational Qualification:</b></p> <p>Any Graduation degree</p> <p><b>Professional Qualification: Minimum experience:</b></p> <p>Minimum experience of <b>five (5) years</b> with Knowledge of:</p> <ul style="list-style-type: none"><li>• MS Excel, Word, PowerPoint</li><li>• Data analysis and reporting tools</li><li>• database handling/ e office/ e tendering.</li></ul> <p><b>Preferred experience:</b></p> <ul style="list-style-type: none"><li>• Data management and MIS reporting</li><li>• Marine/project documentation</li><li>• Vessel maintenance records</li><li>• Preparation of summary sheets and progress reports</li><li>• Handling technical/ project databases</li><li>• Coordination with shipyards/ field offices</li><li>• Digital record management and office support</li></ul>
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**B. Role and responsibilities**

<b>S#</b>	<b>Expert</b>	<b>Roles &amp; Responsibilities</b>
1	Sr. Consultant (Naval Architecture) (1 No.)	<p>Shall be responsible for the following major activities:</p> <ul style="list-style-type: none"> <li>• Provide technical expertise and consultancy support for shipbuilding, vessel design, retrofitting, greening of vessels, and other mech-marine related works.</li> </ul> <p>Review and ensure compliance with:</p> <ul style="list-style-type: none"> <li>• Inland Vessels Act, 2021;</li> <li>• Rules framed thereunder;</li> <li>• IRS/Class requirements;</li> <li>• Safety and environmental regulations;</li> <li>• Applicable marine standards and guidelines.</li> </ul> <p>Review and verify:</p> <ul style="list-style-type: none"> <li>• Vessel stability;</li> <li>• Draft calculations;</li> <li>• Loading conditions;</li> <li>• Structural adequacy and safety aspects.</li> </ul> <p>Assist in implementation of:</p> <ul style="list-style-type: none"> <li>• Hybrid/electric propulsion systems;</li> <li>• Green technologies;</li> <li>• Emission reduction initiatives;</li> <li>• Fuel efficiency measures.</li> </ul>

2	Consultant (Marine)	<p>Shall be responsible for the following major activities:</p> <ol style="list-style-type: none"> <li>1. Provide technical and operational support for vessel operation, maintenance, repair, shipbuilding, greening of vessels, and other mech-marine related activities.</li> <li>2. <b>Assist in planning, monitoring, and supervision of:</b> <ul style="list-style-type: none"> <li>• Vessel operation and maintenance activities;</li> <li>• Dry docking and repair works;</li> <li>• Retrofitting and modernization of vessels;</li> <li>• <b>Mech-marine related projects.</b></li> </ul> </li> <li>3. <b>Conduct:</b> <ul style="list-style-type: none"> <li>• Inspection of vessels and marine equipment;</li> <li>• Condition assessment of hull, machinery, and onboard systems;</li> <li>• Verification of statutory and safety requirements;</li> <li>• Site visits to shipyards, workshops, and project locations.</li> </ul> </li> <li>4. <b>Assist in implementation of:</b> <ul style="list-style-type: none"> <li>• Green vessel initiatives;</li> <li>• Energy-efficient systems;</li> <li>• Pollution control measures;</li> <li>• Fuel optimization measures.</li> </ul> </li> <li>5. <b>Ensure compliance with:</b> <ul style="list-style-type: none"> <li>• Inland Vessels Act, 2021;</li> <li>• Rules framed thereunder;</li> <li>• IRS/Class requirements;</li> <li>• Safety, pollution, and environmental regulations.</li> </ul> </li> <li>6. <b>Experience in:</b> <ul style="list-style-type: none"> <li>• Dry dock inspections;</li> <li>• Machinery trials;</li> <li>• Harbour and river trials;</li> <li>• Commissioning and acceptance testing of vessels and equipment.</li> </ul> </li> </ol>
3	Consultant (Electrical)	<p>Responsible for the following major activities:</p> <ol style="list-style-type: none"> <li>1. Provide technical expertise and consultancy support for electrical systems associated with vessels, shipbuilding, greening of vessels, retrofitting, repair &amp; maintenance, and other mech-marine related works</li> <li>2. Assist in planning, design review, installation, testing, commissioning, and maintenance of: <ul style="list-style-type: none"> <li>• Marine electrical systems;</li> <li>• Power distribution systems;</li> <li>• Navigation lighting systems;</li> <li>• Battery systems;</li> <li>• Hybrid/electric propulsion systems;</li> <li>• Automation and control systems.</li> </ul> </li> </ol>

		<p>3. Review and verify: Electrical drawings and layouts;</p> <ul style="list-style-type: none"> <li>• Cable schedules;</li> <li>• Load calculations;</li> <li>• Electrical specifications;</li> <li>• Single line diagrams (SLD);</li> <li>• Equipment selection and ratings.</li> </ul> <p>4. Provide technical support for:</p> <ul style="list-style-type: none"> <li>• Shipbuilding projects;</li> <li>• Retrofitting and modernization of vessels;</li> <li>• Installation of green and energy-efficient technologies;</li> <li>• Shore charging infrastructure and electrical integration works.</li> </ul>
4	Data Executive (1)	<p>Responsible for the following major activities:</p> <p>The Data Executive shall provide administrative, documentation, MIS, and data management support for shipbuilding, greening of vessels, mech-marine projects, and other related activities under the Project Management Consultancy (PMC). The roles and responsibilities shall include</p> <p>Maintain and update:</p> <ul style="list-style-type: none"> <li>○ Project databases;</li> <li>○ MIS records;</li> </ul> <p>Progress monitoring sheets;</p> <p>Contract and correspondence records;</p> <ul style="list-style-type: none"> <li>○ Vessel-related data and documentation.</li> </ul> <p>Collect, compile, and organize:</p> <ul style="list-style-type: none"> <li>○ Technical data;</li> <li>○ Project progress information;</li> <li>○ Inspection reports;</li> <li>○ Site visit details;</li> </ul> <p>Monthly progress inputs from consultants and stakeholders.</p> <p>3. Assist in preparation of:</p> <ul style="list-style-type: none"> <li>○ Monthly/ weekly progress reports;</li> <li>○ Presentation materials;</li> <li>○ Status summaries;</li> </ul> <p>Data sheets and dashboards;</p> <p>Meeting agendas and minutes.</p>

## **SECTION - VII: CONDITIONS OF CONTRACT**

## SECTION VII: CONDITIONS OF CONTRACT

### General

#### 1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this tender document shall have the following meanings:

- 1.1.1 “**Employer**” means Vice Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant shall sign the Contract for the Services and to whom the selected Consultant shall provide services as per the terms & conditions and ToR of the contract
- 1.1.2 “**Authority**” refers to Inland Waterways Authority of India (IWAI)
- 1.1.3 “**Consultant**” means any entity or person or association of person who provides the Services to the Employer under the Contract
- 1.1.4 “**Contract / Agreement**” means the Contract signed by the Parties and all the attached documents that is the Conditions of Contract, the Annexes / Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable
- 1.1.5 “**Instructions to Bidders**” means the document which provides Bidders with information needed to prepare their technical and financial Bids
- 1.1.6 “**NIT**” means the notice inviting e-tender that is being sent by the Employer to the Bidders
- 1.1.7 “**TIA**” means the Tender Inviting Authority
- 1.1.8 “**Assignment/Job**” means the work / services to be performed / provided by the Consultant pursuant to this Contract
- 1.1.9 “**CC**” means Conditions of Contract
- 1.1.10 “**Accepted**” means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid
- 1.1.11 “**Applicable Laws**” means the laws and any other instruments having the force of laws in India as may be issued and in force from time to time
- 1.1.12 “**Approved**” means approved by the Employer in writing and Approval means approval by the Employer as aforesaid
- 1.1.13 The word “**Tender**” is synonymous with “**Bid**”, and “**Tenderer**” with “**Bidder**”
- 1.1.14 “**Employer’s Representative(s)**” means the Representative(s) appointed by the Employer
- 1.1.15 “**Engineer-In-Charge (EIC) or Engineer**” means the Employer’s personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer
- 1.1.16 “**Bidder or Tenderer**” means a private company / public company / partnership constituted under the relevant laws and who applies for this Consultancy Tender

- 1.1.17 **“INR”**, Rs. means Indian Rupees
- 1.1.18 **“Key Personnel”** means the main (Key) professionals staff provided by the Consultant
- 1.1.19 **“Party”** means the Employer or the Consultant, as the case may be, and Parties means both of them
- 1.1.20 **“Support Personnel”** means the staffs provided by the Consultant that support the Key Personnel
- 1.1.21 **“Third Party”** means any person or entity representing other than the Employer & the Consultant
- 1.1.22 **“Bid or Tender”** means the Technical and Financial Bids as mentioned under this tender document
- 1.1.23 **“Terms of Reference” (ToR)** means the document included as under Section VI which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment / job
- 1.1.24 **“Contract Value”** means the agreed and accepted Consultancy Fee as per the LoA including taxes as applicable as per the prevailing rates at the time of LoA
- 1.1.25 **“Chairperson / Chairman”** means Chairperson / Chairman of IWAI
- 1.1.26 **“Chief Engineer”** means the Chief Engineer of IWAI deputed for various projects under Employer
- 1.1.27 **“Work Order”** means the Letter of Award (LoA) issued by IWAI conveying the acceptance of the tender / offer subject to such conditions as may have been stated therein
- 1.1.28 **“Day”** means a calendar day beginning and ending at mid-night
- 1.1.29 **“Week”** means seven consecutive calendar days
- 1.1.30 **“Month”** means one Calendar month
- 1.1.31 **“Consultancy Services”** means Consultancy Services / Works to be executed in accordance with the contract
- 1.2 **Marginal Headings**
- The marginal headings or notes of each of the clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.3 **Interpretation**
- a. In interpreting these conditions of contract, singular also means plural, male also means female or neutral and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b. The documents forming the contract shall be interpreted in the following order of priority:

- i. the Contract Agreement;
  - ii. the Integrity Agreement;
  - iii. the Letter of Acceptance / Work Order;
  - iv. the Conditions of Contract;
  - v. the Schedule of Price Bid;
  - vi. the Technical Bid;
  - vii. the Addenda / Corrigenda;
  - viii. the Minutes of the Meeting; and
  - ix. Any other document listed in the contract data as forming part of the contract
- c. These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.
- d. **Parties**
- i. The parties to the contract are the Consultant and the Employer
  - ii. **Representatives of the Consultant signing the contract on behalf of the Consultant:**

A person signing the tender or any other document in respect of the contract on behalf of the Consultant shall produce authorization letter from the Consultant who has been short listed for the award of contract. If it is discovered at any time that the person so signing had no consent of the Consultant to do so, the Chairperson on behalf of Employer may, without prejudice to any other right or remedy of the Employer, cancel / terminate the contract.
  - iii. **Address of the Consultant and Notices and Communications on behalf of the Employer:**

For all purposes of the contract including arbitration there under, the address of the Consultant mentioned in tender shall be the address to which all communication addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent in original or by e-mail due to,

**Chief Engineer (Tech.)**  
**Inland Waterways Authority of India**  
**A - 13, Sector – 1,**  
**Noida - 201301**  
**Tel: (0120) 2522971: Fax (0120) 2543973**  
**Email: [mt@iwai.gov.in](mailto:mt@iwai.gov.in) [lkrajak@iwai.gov.in](mailto:lkrajak@iwai.gov.in);**

The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

Any communication or notice on behalf of the Employer, in relation to the contract may be issued to the Consultant by the Employer, and such communications and notices may be served on the Consultant either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the Employer.

e. **Power of the Chairperson:**

For all purposes of the contract including arbitration proceeding thereunder, the Chairperson on behalf of IWAI shall be entitled to exercise all the rights and powers of the Employer.

1.5 **Conditions of Contract shall also include the following:**

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

i. Consultants are advised to understand & appraise themselves of the scope, nature of the work involved, requirement of experienced personnel, liasoning for delivering the desired result etc.

ii. For single entity, the successful Bidder will have to execute a Contract Agreement and Integrity Agreement with IWAI on non-judicial stamp paper of INR 100, within 28 days from the date of issue of LoA. Format of Contract Agreement & Integrity Agreement are placed at Section VIII: Annexure – I & III. The conditions of the agreement shall be binding on the Consultant. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Consultant.

~~In terms of ITB 6.9, Section II of the Tender Document pertaining to JV / Consortium, the registration under Companies Act 2013 is mandatory after award of work and before signing of Agreement.~~ Hence, the formality of incorporation of Company under Registrar of Companies (as per the Joint Bidding Agreement) including submission of Performance Bank Guarantee, PAN, GST registration & any other required additional document in favour of the registered company shall be submitted to the Employer within 30 days from the date of issuance of LoA.

~~For JV / Consortium,~~ the successful Bidder will have to execute a Contract Agreement and Integrity Agreement with IWAI on non-judicial stamp paper of INR 100, within 45 days from the date of issue of LoA. Format of Contract Agreement & Integrity Agreement are placed at Section VIII: Annexure – I & III. The conditions of the agreement shall be binding on the Consultant. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Consultant.

iii. The acceptance of tender shall rests with the IWAI. IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.

iv. The right to award, spilt up work and to reject the offer without assigning any reason is also reserved with the Employer.

v. Any breach of conditions of contract shall be brought to the notice of the Employer and he shall be given an opportunity to explain the fact, but IWAI has right to withdraw in full or part of the work of the Consultant. In such event, payment shall be regulated as per clause 2.9.4 below.

vi. The Consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.

vii. The rates quoted by the Consultant will remain valid for 120 days & extended period (if any) after the last date of bid submission.

viii. Suitable extension of consultancy period may be granted by IWAI on mutually accepted terms and conditions as per the provisions of this tender document for only

reasons not attributable to the Consultant. The Consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.

- ix. The Consultant shall not change the nature and level of technical experts as well as other staff indicated in the Bid without the prior written consent of the Employer.
- x. The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xi. No subletting is allowed.
- xii. The Employer shall reimburse all the travel expenses incurred during the travel made by the Consultant as per instruction of the Employer. The expenses regarding Travel allowances, staying accommodation, dearness allowances etc. are to be paid as per actual to the Consultant.
- xiv. Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of reports, schemes, documents, workshops, public meetings etc., which would be required to be prepared by the Consultant during the course of the assignment.
- xv. 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 regulated as per clause 2.9.4 below. In this regard, decision of Chairperson, IWAI shall be final and binding on the Consultant.

#### 1.6 **Joint and Several Liability**

~~If the Consultant constitutes (under applicable Laws) a JV, Consortium or other unincorporated grouping of two or more persons / companies~~

- a. ~~these persons / companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;~~
- b. ~~these persons/ companies shall notify the Employer of their leader who shall have authority to bind the Consultant and each of these persons / companies shall provide a parent company guarantee as a part of bid submission; and~~
- c. ~~the Consultant shall not alter its composition or legal status without the prior consent of the Employer.~~

#### **Commencement, Completion, Extension, Modification and Termination of Contract**

##### 2.1 **Commencement & Completion of Contract**

The Consultant shall begin carrying out the services from the date of issuance of LoA. The Consultant shall complete the works in all respect to the entire satisfaction of the Employer within the time period specified in the ToR from the date of issuance of LoA (i.e. Completion period).

##### 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 agreed to between the parties may not be adhered to, the Consultant shall inform the Employer in writing of such anticipated delay along with reasons and request for extension of time. However, it is at sole discretion of the Employer to grant such extension of time to the Consultant and for a period as the employer finds most feasible and in best interest of the project.

## 2.3 **Modifications or Variations**

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services or of the contract value, may only be made by written mutual agreement between the parties which shall be dealt as per the conditions of the contract.

## 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 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, pandemic, strikes, lockouts or other industrial action (except where such 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, (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 carrying out of its obligations hereunder.

### 2.4.2 **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 test 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.
- f. Notwithstanding any other provision of this clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

## 2.5 **Suspension**

The “Employer” may, by written notice of suspension to the Consultant, suspend all the works if the Consultant fails to perform any of its obligations under this contract, including carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 2.6 **Completion Time and Extension**

2.6.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

2.6.2 However, if the work is delayed on account of:

- i. Suspension of work as per clause 2.5; or
- ii. Force Majeure as per clause 2.4; or
- iii. Any other cause, which, in absolute discretion of the EIC is beyond the Consultant's control; then immediately upon the happening of any such events as aforesaid, the Consultant shall inform the EIC accordingly, but the Consultant shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The Consultant shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen (14) days of the date of happening of any such events as indicated above.

2.6.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Consultant in writing, the Employer's representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Such extensions, as admissible, shall be communicated to the Consultant by the EIC in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before the expiry of the contract period.

## 2.7 **Compensation for Delay**

If the Consultant fails to complete all items of works in respect of any of its sub-group / group and / or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as any ascertained / agreed compensation as per clause no. 2.8 below.

## 2.8 **Liquidated Damages**

2.8.1 If the Consultant fails to complete the “**Key Deliverables**” (as enumerated in ToR, Section VI) within the time period(s) as stipulated in the ToR or any extended period, the Consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of 0.5% (half percent) per week or part of the week on the total value of the Contract subject to a maximum of 10% of the total value of the Contract.

2.8.2 Should however, the Consultant achieve the completion of the entire works as a whole under the contract within the time or in extended time (not due to fault on the part of

the Consultant) as allowed, IWAI will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group / sub-group, as aforesaid in full. In this regard, the decision of the EIC shall be final and binding.

- 2.8.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with IWAI.
- 2.8.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have to be sustained.
- 2.8.5 Payment of such damages shall not relieve the Consultant of his obligation to complete the work or from any other of his obligations or liabilities under the contract.

## 2.9 Termination

2.9.1 **By the “Employer”:** the Employer may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause:

- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- b. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- 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, decided to terminate this contract including reduction of the scope and short closure of the contract.

2.9.1.1 In case of such an occurrence, the Employer shall give not less than thirty (30) days written notice of termination to the Consultant.

2.9.2 **By the Consultant:** The Consultant may terminate this contract, by giving 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 money due to the Consultant pursuant to this Contract and not subject to dispute 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 proceedings.

2.9.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.9.1 & 2.9.2 of conditions of contract 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 expenditure for this purpose to a minimum.

2.9.4 **Payment upon termination:** Upon termination of this contract pursuant to clauses 2.9.1 hereof, the Employer shall make the following payments to the Consultant:

- a. If the contract is terminated pursuant to clause 2.9.1, sub clauses (a) to (f), consultancy fee for services satisfactorily performed prior to the effective date of termination, less

- i. The amount of Performance Security

- ii. Due amount, 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.

However, if the contract is terminated under sub-clause (g) of clause 2.9.1 above, at the sole discretion of the Employer, the amount payable to the Consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, if any, received by the Consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable laws. The agreed stages of payment as given in the ToR shall be guiding factors for deciding the completion stage of the assignment.

- b. If the termination takes place due to lack of performance / negligence on the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated Consultant through engagement of a third party.

- c. No opportunity cost for partial or full compensation for the left over period shall be due to the Consultant on account of termination or foreclosure of the contract due to the sole discretion of the Employer.

2.9.5 **Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.9.1 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.

2.9.6 **Determination of Contract:** The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.

## **Obligations of the Consultant**

### 3.1 **General**

3.1.1 **Standard of performance:** The Consultant shall perform the services and carry out his 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 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 Employers legitimate interest in any dealings with sub-consultants or third parties.

- 3.2 **Conflict of Interests:** The Consultant shall hold the Employer's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Consultant as well as their sub-consultants and their personnel shall not 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 reason, 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 inducing 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. In addition, the Consultant shall also maintain Professional Indemnity Insurance for the sum assured of contract value purchased from a registered Insurance Company in India.
- 3.5 **Reporting requirements:** The Consultant shall submit to the progress report of its activity on 7<sup>th</sup> day of every month starting from the commencement of the assignment duly indicating the (i) activities carried out during the previous month (ii) a brief of the progress / stage achieved with reference to the ToR (iii) places visited and officials contacted and (iv) 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 presentations at appropriate places (to be decided from time to time) on their monthly progress reports at the time of submission of these reports as specified.
- 3.6 **Consultant's Actions Requiring Employers Prior Approval:** The Consultant shall obtain the Employers representative's prior approval in writing before making any change or addition to the personnel listed in their Bid.
- 3.7 **Documents prepared by the Consultant to be the property of the Employer:** All plans, drawings, specification, design, reports, other documents and software made available to the Consultant / prepared by him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer but shall not use them anywhere, without taking permission, in writing, from the Employer. The Employer however, reserves the right to grant or deny any such request without assigning any reason. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**Obligations and  
Responsibility /  
Inputs by IWAI**

- 4.1 IWAI shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project.
- 4.2 IWAI, if asked by the Consultant shall furnish any Report of the project at the time of work execution only for taking reference.

- 4.3 IWAI shall provide only the available details / data and balance shall be managed by the Consultant. Non-availability of the required inputs from IWAI, which is not essential for IWAI to furnish, shall not be an excuse for improper preparation of reports / delay in preparation.
- Performance Security**
- 5.1 **For All Bidders**  
The successful Bidder shall deposit an amount equal to 5% of the awarded value of the work as Performance Guarantee may be furnished in the form of Insurance Surety Bond, Account payee Demand Draft, Fixed Deposit Receipt from a Nationalized/ Commercial Bank (including e-Bank Guarantee) from a Commercial Bank or online payment with validity of 90 days beyond the contract completion period. This Performance Bank Guarantee shall be submitted within fifteen (15) days after the issuance of LoA in case of single entity Bidder and within thirty (30) days after issuance of LoA in case of JV / Consortium.
- 5.2 **For MSME Registered Firms & Startups- Applicable**
- 5.3 The Performance Guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Employer is satisfied that there is no demand outstanding against the Consultant.
- 5.4 Deleted
- 5.5 Security Deposit: To be deducted @ 10% from each RA bill till the value becomes 5% of the contract value.  
If the Consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the Security Deposit/ performance security furnished by the Consultant. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, IWAI shall refund the Security Deposit and Performance Security to the Consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.
- 5.6 In case of delay in the progress of work, the Employer shall issue to the Consultant a notice in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within three (3) days of receipt of the notice or ten (10) days from issuance of notice whichever is earlier. If the Employer is not satisfied with the explanations offered, he may withhold payment of pending bills in whole or in part and / or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant and if necessary, forfeit the Security Deposit.
- 5.7 All compensation or other sums of money payable by the Consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the Consultant by the Employer on any account whatsoever. Also, in the event of the Consultant's Security Deposit/ performance security falls short of such deductions or sale, as aforesaid the Consultant shall, within fourteen (14) days of receipt of notice of demand from the Employers representative make good the deficit in his Security Deposit/ performance security.
- Payment Terms**
- 6.1 No advance payment shall be made.
- 6.2 Payment terms shall be as mentioned in ToR, Section VI, of this tender document.

- 6.3 Invoices / Bills complete in all respects is to be raised by the Consultant to Chief Engineer (Tech), IWAI, A-13, Sector-1, Noida – 201 301' on a Monthly Basis who shall process the same after due verification and the payment shall be paid through RTGS / NEFT within 30 (Thirty) Days from the date of receipt of the bill at IWAI's Head Office at Noida.

**Arbitration**

- 7.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose.

The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of three (3) names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within fifteen (15) days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award.

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22<sup>nd</sup> May 2018."

**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 the payment under the contract, the contract shall be deemed to have been made at the place from which the LoA has been issued.
- iii. Courts in Noida shall alone have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

**Professional  
Liability**

- 9.1 Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer's property shall not be liable to Employer:
  - 9.1.1 For any indirect or consequential loss or damage; and
  - 9.1.2 For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.

9.2 This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.

**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. The Consultant should notify the Employer of any material change in their status, in particular, where such change would impact their performance of obligations under this contract.
- iii. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iv. The Consultant shall at all-time 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 this project.
- v. 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.
- vi. The Consultant shall at all times indemnify and keep indemnified the Employer against all claims by employees, workmen, consultants, sub-consultants, suppliers, agent(s), Employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- viii. 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 Employer or Government of India.

**Sustainability of JV / Consortium**

~~In case JV / Consortium is not sustained due to any reason or discrepancies arising amongst the JV / Consortium members, unsustainability of JV / Consortium shall be determined by the EIC / Employer during the monitoring in the contract period based on the failure of the deliveries / missing of the milestones and other deliverables. The same shall be dealt in the following manner:~~

- a. ~~If JV / Consortium becomes unsustainable after being selected as L1, EMD of the defaulting JV / Consortium shall be forfeited~~
- b. ~~If JV / Consortium becomes unsustainable after the award of contract, the Employer has complete authority to nominate another Consultant to complete the balance work on risk and cost of the defaulting Consultant. The Consultant will be notified by the Employer of the decision to stop the work and Employer shall ascertain the value of work completed till date. No payment shall be released immediately, however, after completion of entire work on risk and cost, the differential cost would be recovered from all held up amount (BG, EMD, Security deposit and unpaid amount for the work done) of the defaulting Consultant and if any balance amount is still available, that shall be released to the defaulting Consultant.~~

## **SECTION - VIII: ANNEXES**

## **ANNEX - I INTEGRITY AGREEMENT**

***(To be executed on non-judicial stamp paper of Rs. 100 and signed by the Bidder and the same is to be signed by Authorized Signatory on behalf of IWAI)***

This Integrity Agreement is made at ..... on this .....day of .....20\*\*

### **BETWEEN**

Chairperson, Inland Waterways Authority of India represented through Chief Engineer (Tech),  
Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred to as the 'Employer', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

..... (Name  
and Address of the Individual / firm / Company) through  
..... *(Hereinafter referred to as the (details of duly  
authorized signatory) "Bidder/Consultant" and which expression shall unless repugnant to the  
meaning or context hereof include its successors and permitted assigns)*

### **Preamble:**

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/.....) (hereinafter referred to as "Tender / Bid") and intends to award, under laid down organizational procedure, contract for ".....*(insert name of assignment)*"

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Consultant(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

### **Article 1: Commitment of the Principal/Owner**

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise

- for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Consultant(s)**

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge of or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
- (b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Consultant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the

Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

1. The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
2. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's interests.
3. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Employer under the law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the bidder/consultant accepts and undertakes to respect and uphold the Employer's absolute right:

1. If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be

determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of a Bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Employer.
3. If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Consultants**

1. The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
2. The Employer will enter into Pacts on identical terms as this one with all Bidders and Consultants.
3. The Employer will disqualify Bidders / Consultants, who do not submit, the duly signed Integrity Pact between the Employer and the Bidder / Consultant, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires 18 months after the completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.

**Article 7: Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

**(For and on behalf of Employer)**

.....

**(For and on behalf of Bidder / Consultant)**

**WITNESSES:**

1. ....

**(Signature, name and address)**

2. ....

**(Signature, name and address)**

**Place :** .....

**Date :** .....

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**ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To  
The Chairperson  
Inland waterways Authority of India  
Ministry of Shipping, Govt. of India  
A-13, Sector-1,  
Noida (U.P.)  
Pin- 201301

In consideration of the..... (hereinafter called “**Employer**”) having to enter into an Agreement with M/s ..... (hereinafter called the “**Consultant**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for “.....(*insert name of assignment*)”, on production of Performance Security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of.....**Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Consultant's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees ..... only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the **Consultant** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as

per the Agreement. We **(Bank)** shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharge this Guarantee after 180 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee shall be discharged even there is a change in the constitution of the Bank or the **Consultant**.
8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of.....2020

for .....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch

(SEAL)

**ANNEX - III: AGREEMENT FORM**

***(To be executed on non-judicial stamp paper of Rs. 100 and signed by the Bidder and the same is to be signed by Authorized Signatory on behalf of IWAI)***

.....(*insert name of the assignment*)

**AGREEMENT**

**BETWEEN**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**AND**

**CONSULTING FIRM**

This Agreement made on this.....day of.....Two thousand        between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “**IWAI**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at .....(hereinafter called the “**Consultant**”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

**WHEREAS IWAI** is desirous of giving “.....(*insert name of the assignment*) **(the “Work”)**” as per the Work Order No. ....dated .....in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

**WHEREAS THE CONSULTING FIRM** has agreed to undertake the “**Work**” on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Consultant shall undertake the “**Work**” as per the Work Order No. ....dated .....in accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement i.e.
  - a) Agreement Form
  - b) Integrity Agreement

- c) Letter of Acceptance
- d) Conditions of contract
- e) Schedule of the price bid
- f) Technical Bid
- g) Addenda / Corrigenda
- h) Minutes of Pre-bid Meeting
- i) All Correspondences

The "Consultant" hereby covenants with IWAI to complete and maintain the "Works" in conformity in all respect, with the provisions of the Agreement.

The "IWAI" hereby covenants to pay the Consultant in consideration of such completion of works, the contract price at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

**For and on behalf of**  
**(Inland Waterways Authority of India)**

**For and on behalf of**  
**(Consultant)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

Name & Designation \_\_\_\_\_

Stamp

Stamp

**Witness – I**

**Witness – I**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

Stamp

Stamp

**Witness – II**

**Witness – II**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

**ANNEX - IV: DETAILS OF BANK ACCOUNT  
FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM**  
*(To be submitted on the letter head of the Bidder)*

**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.**

We 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**

**Name & Designation**

**Date:**

**Place:**

**ANNEX-V: 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:**  
**Name:** \_\_\_\_\_

**Authorized Signatory**  
**Authorization No.** \_\_\_\_\_

**Official Seal/Stamp**

**ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER DOCUMENT**

*(To be submitted on the letter head of the Bidder)*

To,            Date:

.....

**INLAND WATERWAYS AUTHORITY OF INDIA,**

**A-13, Sector – 1, Noida - 201**

**301, District: - Gautam Budh**

**Nagar (U.P.)**

**Sub:**        Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**.....

**Name of Tender/Work**..... *(insert name of the assignment)*

Dear Sir,

1. I / We have downloaded /obtained the Tender document for the above mentioned 'Tender/Work' from the website(s) namely: [www.iwai.nic.in](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. \_\_\_\_\_to \_\_\_\_\_(including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and / or corrigendum(s) (if any) issued from time to time by your department / organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document / minutes of the Pre-bid Meeting (if any) / corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender / Bid including the forfeiture of the full Earnest Money Deposit absolutely.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**