



**Consultancy Services for Preparation of Detailed
Project Report (DPR) for Construction of RCC
Community Jetties on NW-30, NW-32, NW-50, NW-57
and NW-95.**

E-TENDER No. IWAI/GHY/3(34)/CommJetty/2025



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार
Inland Waterways Authority of India
Ministry of Ports, Shipping and Waterways, Government of India

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Telephone No.: 0361-2676925, 2676929, 2570099

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SEPTEMBER 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 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 includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the Consultancy Services. 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 analysis and check the accuracy, reliability and completeness of the information provided in this Tender document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Consultancy Company / Firm or any other person under any law (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.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for Services 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 Tender Bids.
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 / amended Tender will be made available on the website of IWAI.

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SECTION-I: NOTICE INVITING E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

Pandu Port Complex, Pandu, Guwahati – 781 012, Assam
Telephone No. 0361 – 2676925
E mail :- dirguw.iwai@nic.in

NOTICE INVITING E-TENDER

No. IWAI/GHY/3(34)/CommJetty/2025

IWAI invites tenders under a **Single-Stage Two-Cover Bidding System comprising submission of Cover-I: Technical Bid and Cover-II: Financial Bid**, from experienced agencies in India for “**Consultancy Services for the Preparation of a Detailed Project Report (DPR) for the construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.**” The details of tender document can be download from 23.9.2026. Cost of Tender document is Rs.5900/- including GST at 18%. For details please visit to IWAI website <https://iwai.gov.in/> and CPP portal website <https://eprocure.gov.in /eprocure /app>

-sd-
Director

(For publication in Website)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)

Pandu Port Complex, Pandu, Guwahati – 781 012, Assam

Telephone No. 0361 – 2676925

E mail :- dirguw.iwai@nic.in

<https://eprocure.gov.in/eprocure/app>

NOTICE INVITING E-TENDER

a) **Introduction: -**

The Inland Waterways Authority of India (IWAI) invites online bids from reputed and eligible consultants/companies/firms under a **Single-Stage Two-Cover Bidding System comprising of submission of Cover I: Technical Bid and Cover II: Financial Bid** for providing Consultancy Services for the Preparation of a Detailed Project Report (DPR) for the Construction of RCC Community Jetties on National Waterways (NW)-30, NW-32, NW-50, NW-57, and NW-95.

b) **Critical Data sheet: -**

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> & IWAI's website "www.iwai.nic.in" and pay INR 5900/- (Rupees Five Thousand Nine Hundred only) including GST as the cost of Tender Document through RTGS in favour of 'IWAI Fund' in Bank Account number: 4589001800000074 at Guwahati through Nationalized / scheduled bank for online submission of the bids.. However, Micro and Small Enterprises (MSEs) recognized for consultancy work as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempted from submitting the Tender Fee on submission of documents to the extent as per the Government of India rules, upon submission of a valid registration/recognition certificate, as applicable. Such exempted bidders shall, however, furnish a Bid Security Declaration in the prescribed format in accordance with the provisions of Clause ITB 6.1.1 of the Tender Document.

NIT NO.	IWAI/GHY/3(34)/CommJetty/2025
Name of Work	Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.
Document Download Start Date	23.9.2026
Date of submission of pre-bid queries, no query will be entertained after this date.	3.10.2026
Pre-bid meeting	4.10.2026 at 15:00 hrs
Bid Submission Last Date	13.10.2026 at 15:00 hrs
Bid Opening Date	14.10.2026 at 15:30 hrs
Cost of Tender Document	INR 5900 including GST (Nonrefundable)

c) Estimated Cost of the work:-

S. No.	Name of Work	Total Estimated Cost excluding GST (Rs.)	Earnest Money Deposit 2% (Rs.)	Solvency (Rs.) 40%
1	Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.	5.56 Crore	11.12 lakh	2.22 Cr

d) Scope of the work: -

Preparation of Detailed Project Reports (DPRs) for development of RCC Community Jetties at the locations identified by IWAI on NW-30, NW-32, NW-50, NW-57 and NW-95, including requisite surveys, investigations, feasibility assessment, preparation of designs, drawings, cost estimates, bid process management and associated studies. The Consultant shall verify the suitability of all identified locations through detailed field investigations. Where any identified location is found technically, navigationally, environmentally, socially or economically unfeasible, the Consultant may propose an alternative feasible location for consideration and approval by IWAI. Such alternative location(s) shall be in substitution of the unfeasible location(s) and shall not increase the total number of locations in DPRs to be prepared under the assignment. The total number of locations in DPRs shall remain limited to the locations finalized by IWAI in accordance with the Terms of Reference.

i. Consultancy Period: 09 (Nine) months from the date of issuance of LoA.

e) Method of Selection: -

Bidders shall be selected under the Quality and Cost Based (QCBS) Selection Method (70:30) as per the criteria given in this tender.

f) Clarifications: -

Clarification / Query if any on the Tender document shall be obtained from the following address:

Director R.O. - Guwahati

IWAI, Pandu Port Complex, Pandu, Guwahati – 781 012,
Tel: - Telephone No. 0361 – 2676925, 2676929, 2570099,
Email:- dirguw.iwai@nic.in, Website: www.iwai.nic.in

g) 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.

Director
IWAI, Guwahati

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO THE BIDDERS (ITB)

1 Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up 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) in the country and specifically National Waterways (NW). In April, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland water-way vessels operating on dependable rights of way, it can reduce 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 transport costs for the benefit of the entire economy and India's global trade competitiveness.

2 Introduction

- 2.1 IWAI invites Proposals (the "Proposals") through e-tender (on-line bid submission) for selection of Technical Consultant (the "Consultant") who shall prepare DPR. The consultant should have expertise in carrying out similar kind of job. Consultants are here by invited to submit proposal in the manner as prescribed in the tender document. The Highest-Ranked Bidder (H-1) shall be determined on the basis of the Quality-and-Cost-Based Selection (QCBS) methodology, as specified in the Tender Document. A Consultant shall submit "Proof of Eligibility (Part I)" and "Technical Proposal (Part II)". Financial proposals are only to be submitted online and hard copy of the proposal shall not be entertained / acceptable
- 2.2 The name of the Assignment has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment has been described in Section - VI: Terms of Reference.
- 2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 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.

3 Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria: -

- 3.1 The Bidder shall be a legally constituted Consultancy organization / Government entity / PSU / Company / LLP / Partnership firm or other eligible entity possessing proven experience, technical capability, qualified professional resources and financial capacity for infrastructure planning, engineering consultancy, DPR preparation, surveys and investigations in the field of Inland Water Transport, Ports, Waterways, as mentioned in ITB clause 16.1.1 & Bid Data Sheet and demonstrated through the qualification criteria prescribed in this Tender Document.
- 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 furnish the value of the order executed by him including the Client's name, assignment value, scope of services, stipulated and actual completion periods stipulated in the order and actual completion period. The Bidder shall submit completion certificate, issued by the client on its letter head indicating the commencement date, completion date, scope of services, and value of the assignment executed. In case the work was performed by the Bidder in a JV/Consortium, the Bidder shall submit documentary evidence clearly indicating its share of work and assignment value duly - 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 Lead Consultant and countersigned by the Employer / Client of the main consultant. For evaluation under the **"Similar Works"** criteria, only the value of the consultancy services pertaining to the Bidder's scope of work/share of services shall be considered and not the total project cost or value of the main assignment. The Bidder shall submit adequate documentary evidence in support of the experience claimed.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice. Bidders claim for executing the similar work as defined in Section - III: Data Sheet. Submitting completion certificate from the client on its letter head is **mandatory**.
- 3.4 Average Annual Turnover
 - (i) The Bidder shall have an **Average Annual Turnover** during the last three (03) years ending 31st March of the previous financial year i.e **for FY 2022-23, 2023-24 & 2024-25 as specified under Clause 16.1.3 of the ITB**. The Bidder shall furnish documentary evidence in support thereof in the form of audited financial statements and/or a certificate issued by the Statutory Auditor or a Chartered Accountant, as applicable. The Bidder shall have not incurred any loss in any two consecutive financial year.
- 3.5 Any entity which has been barred by the Central Government, any State Government, a Statutory Employer or a Public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Bid submission, would not be eligible

- to submit the Bid. Moreover, if the Bidder has been terminated / barred by IWAI during the currency of the contract for non-fulfilment of contractual obligations for the last 3 years from the date of Bid submission, would also not be eligible to submit the Bid.
- 3.6 The similar work 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 list of all Key Personnel meeting the requirements specified in Section – VI: Terms of Reference. Each of the Key Personnel must fulfil the conditions of eligibility with respect to Qualifications and Experience as mentioned therein
- 3.8 The Bidder shall not, during the three (03) years preceding the Bid Submission Due Date, have been subject to termination of any contract for default, debarment, blacklisting by any Government Department, Statutory Authority, Public Sector Undertaking or Government Agency, abandonment of services or services, expulsion from any project or agreement, or any other material contractual default resulting in termination or comparable adverse action. The Bidder shall also not have been the subject of any adverse arbitral award, judicial pronouncement or other documented determination establishing material non-performance of contractual obligations during the said period.
- 3.9 The Bidder shall also indicate following:
- 3.10 The Bidder shall have adequate resources for successful execution of consultancy services and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Section - III: Data Sheet.
- 3.11 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copies of the Income Tax Returns (ITRs), duly acknowledged by the Income Tax Department, for the Assessment Years falling within the prescribed assessment period specified under Clause 16.1.3 of the ITB.

4 Pre-bid Meeting

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III: Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider

appropriate for facilitating a fair, transparent and competitive selection process.

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4J, Section IV.

5 Clarifications and Addendums

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's e-mail address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.
- 5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender as a result of a clarification, it shall do so following the procedure mentioned hereunder:
- (i) At any time before the submission of Bids, the Employer may amend the Tender by issuing an addendum / corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be uploaded on the website as well as sent to all the Bidders and will be binding on them. The Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment / clarification, if any, to the tender document will be made available on the following websites <https://eprocure.gov.in/eprocure/appand> & IWAI's website "https://iwai.gov.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.

6 Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid. Bidders shall adhere to the requirements mentioned below:

6.1 EMD

- 6.1.1 Bidders shall furnish EMD of the amount specified in Section III: Data Sheet, except Micro and Small Enterprises (MSEs) as defined under the Public Procurement Policy for MSEs issued by the Ministry of Micro, Small and Medium Enterprises (MSME), and Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), upon submission of a valid registration/recognition certificate for consultancy work, as applicable. Such exempted bidders shall, however, furnish a Bid Security Declaration in the prescribed format, undertaking that, in the event of withdrawal or modification of the Bid during the period of bid validity, failure to accept the Letter of Award, failure to execute the

Contract Agreement, or failure to furnish the required Performance Security, the Bidder may be suspended, debarred or subjected to such other action as may be prescribed under the Tender Document and applicable Government procurement policies and guidelines.

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

Name of Bank Account	IWAI FUND PLAN
Bank Name and Address	National Bank Maligaon
Bank Account Number	4589001800000074
IFSC	PUNB0458900
GST Registration	18AATI7021F1ZX

- 6.1.2 A part of earnest money is acceptable in the form of Bank Guarantee also. In such cases, 50% of Earnest money or Rs. 20 lakh whichever is less, will have to be deposited through RTGS and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids.
- 6.1.3 Bids submitted without EMD shall be rejected as non-responsive.
- 6.1.4 No interest shall be payable by the Employer for the sum deposited as Earnest money deposit.
- 6.1.5 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- 6.1.6 The Earnest Money of the successful Bidder submitted through RTGS will be retained as Security Deposit and that given in the form of Bank Guarantee will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 6.1.7 Part of EMD acceptable in the form of Bank Guarantee shall be deposited as per attached Bank Guarantee format (Annex VI B).
- 6.1.8 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) If the Bidder tries to influence the evaluation process.
 - (iii) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Consultant)

- (iv) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (v) If the Bidder fails to sign the contract agreement in accordance with conditions of contract on receipt of award of LoA.
- (vi) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
- (vii) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in Clause 18.5 of GCC.
- (viii) In case the bidder fails to furnish the prescribed Performance Bank Guarantee & Security Deposit within the prescribed period.
- (ix) In case of forfeiture of earnest money, as prescribed from (i) to (viii) above, the tenderer shall not be allowed to participate in the retendering process of the work.

6.2 Tender Fee

All Bidders, except Micro, Small and Medium Enterprises (MSMEs) as defined under the Public Procurement Policy for Micro and Small Enterprises (MSEs), as amended from time to time, and Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India, shall be required to pay the non-refundable cost of the Tender Document, as specified in Section III (Data Sheet), through RTGS. MSMEs and DPIIT-recognized Start-ups shall be exempt from payment of the Tender Document fee upon submission of a valid registration/recognition certificate for consultancy work, as applicable. Such exempted Bidders shall, however, be required to submit a Bid Security Declaration in the prescribed format, undertaking that, in the event of withdrawal or modification of the Bid during the period of bid validity, failure to accept the Letter of Award, failure to execute the Contract Agreement, or failure to furnish the required Performance Security, the Bidder may be suspended, debarred, or subjected to such other action as may be prescribed under the Tender Document and applicable Government procurement policies and guidelines.. The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency/ Cash flow

All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for the amounts 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 bid 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. In case of a JV / Consortium, the solvency certificate should be in the name of the Lead Member.

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. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

6.5 Currency

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

6.6 Language

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this Tender. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting documents 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

The Section – III: 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 Professional staff nominated in the Bid and the amount quoted for the services in the Financial Bid shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, 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 Professional staff 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 have the right to refuse to extend the validity of the bids and bids of such 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 either as a single entity or in the form of a JV / consortium. Bidder's participation shall be substantiated in Form 4A: Form of Tender. 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 / consortium

The Joint Venture / consortium can be entered between two or more firms and limited to

- 6.9.1 maximum three firms.
- 6.9.2 The lead member shall be a legal Entity and should have at least 51% share of participation in a JV / Consortium.
- 6.9.3 In case the Bidder is a JV of two members, then the minimum share of the Lead member shall be at least 51% and the minimum share of the 2nd member shall be 29%, with a total share of all the JV / Consortium members being 100%. In case of a three-member Joint Venture, the Lead Member shall have a minimum participation of 51%, the second member shall have a minimum participation of 29%, and the third member shall have a minimum participation of 15%. The aggregate participation of all JV members shall be 100%, and the balance share, if any, may be distributed among the JV members subject to compliance with the minimum participation requirements specified above. However, JV / Consortium will have to be registered under the provisions of Company Act 2013. Further, the clause shall be read in conjunction with Clause 16.1.1 of ITB.
- 6.9.4 There shall be a Joint Venture Agreement / Memorandum of Understanding 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. A copy of the Joint Venture Agreement / MOU in accordance with requirements mentioned shall be submitted along with the bid. The Bidder has to submit documentary proof of "intent of forming JV / consortium" on INR 100 -/- registered stamp paper at the time of submission of bid. The bidder is required to submit the Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:

Name of the Lead Partner

- Clearly mentioned Percentage share of JV / Consortium members adhering to Clause 6.9.3 mentioned above.
- All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

It may be noted that in the event, the JV/ Consortium is declared the selected Bidder and awarded the Project, the members of JV/ Consortium jointly **need not** required to incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the Lead member with **authorization by members of JV**.

- 6.9.5 **Lead partner's authorization shall be evidenced by submitting a power of attorney, duly registered, 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 Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the

partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

- 6.9.7 In the event of default by any Joint Venture (JV) / Consortium member in the performance of its obligations under the Contract, the Lead Partner shall notify the Employer within thirty (30) days of such default. Where the Lead Partner itself is the defaulting member, such notice shall be given by the partner nominated as partner-in-charge of the remaining JV/Consortium members. Replacement of a defaulting JV/Consortium member shall be permitted only in exceptional circumstances and with the prior written approval of the Employer. The proposed replacement member shall possess qualifications, experience, technical capability and financial capacity equal to or better than those of the member being replaced and shall satisfy all applicable eligibility and qualification requirements of the Tender. Such replacement shall not result in any reduction in the JV's eligibility, qualification status, technical capability or overall capacity on the basis of which the JV was originally evaluated and selected. The Lead Partner or partner-in-charge, as applicable, shall, within sixty (60) days of notifying the Employer, propose a suitable replacement member and make arrangements to ensure uninterrupted performance of the obligations originally assigned to the defaulting member. The Employer shall reserve the right to verify the credentials of the proposed replacement member and approve or reject the substitution. Failure to comply with the above requirements shall constitute a default of the Consultant and entitle the Employer to take appropriate action under the Contract. Provided further that, if the Lead Partner or the member whose credentials were principally relied upon for qualification of the JV defaults, and a suitable replacement acceptable to the Employer is not provided, such default shall be deemed to be a default of the Consultant.
- 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 Joint Venture / consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Services.
- 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 have stake in the Joint Venture / consortium as stipulated in clause 6.9.3 of Instruction to Bidder (ITB). However, the JV / consortium member together shall meet the overall qualification Criteria stipulated in Clause 16.1 of ITB.
- 6.9.11 For sustainability of JV, refer clause 25 of GCC

7 Conflict of Interest

- 7.1 Employer requires that selected bidder (Consultant) provides professional, objective, and impartial advice and at all times holds the Employer's interests 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 have been engaged by the Employer to provide goods, services or assignment/job other than design and build assignment / job for a project shall be disqualified from providing design and build assignment/job related to those goods, services or assignments / jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or services or assignment/job other than design and build assignment / job resulting from or directly related to the firms design and build assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than design and build assignment/job are defined as those leading to a measurable physical output; for example, surveys, exploratory drilling, aerial photography, satellite imagery 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 shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A Consultant (including its Personnel and Sub-Consultant) 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 Consultant 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 Consultant under their own ministries, departments, or agencies. The contract is liable for cancellation if either the Consultant himself or any of his employees or representatives are found to be persons / person who have held Class I post under IWAI immediately before retirement and has

within two years of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as Consultant, or in connection with the execution of the public services, or as an employee of such Consultant. If the contract is terminated on account of the failure of the Consultant to comply with this clause, IWAI shall be entitled to recover from him such damages as may be determined by the Engineer in Charge with due regard to the inconvenience caused to IWAI on account of such termination without prejudice to IWAI's right to proceed against such officer.

8 Acknowledgement by Bidder

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

- 8.1.1. Made a complete and careful examination of the Tender for **Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.**
- 8.1.2. Received all relevant information requested from the Employer;
- 8.1.3. Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.
- 8.1.4. Updated itself about any amendments / clarifications that have been posted on the website in terms of Clause 5.2 above.
- 8.1.5. Acknowledged that it does not have a Conflict of Interest; and
- 8.1.6. Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9 Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Consultant / Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enroll in 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 Consultant / 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 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 9.7 Consultant / 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 there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also consider the addendum/corrigendum 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 selects 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 their 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 is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: 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/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted / couriered / given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 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 / EMD as applicable and enter details of the instruments.
- 9.19 The details of the any other accepted instrument if physically sent, in case of difficulty in submission of online payment, 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 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 Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 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/see that the Bid documents submitted are free from virus and 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 & 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 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 openers 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 and Conditions contained therein should be addressed to the Tender Inviting Employer 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.

10 Submission of Bids

The cost of Tender document, Earnest Money Deposit, the complete signed Technical Bid document and Financial Bid must be submitted online in the e-Procurement website <https://eprocure.gov.in/eprocure/app> on or before Bid closing Date & Time. Bids submitted without payments like Tender document fee & EMD, against the submitted Bid shall automatically become ineligible and shall not be considered. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must also be submitted online on or before Bid closing Date & Time. The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. **Bids should be submitted online in Two Covers / Envelopes:**

10.1 Cover –I: Technical Bid

10.1.1 Enclosure – I

- a. Proof of Tender fee as specified in Section – III: Data sheet
- b. Proof of EMD as specified in Section – III: Data Sheet and Annex - VI
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorized person of the bidder as per 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.
- e. Power of Attorney for lead member of the JV / Consortium as per Form 4K (Wherever applicable)

- f. Joint Bidding Agreement as per Form 4M (Wherever applicable)
- g. Statement of Legal Capacity as per Form 4L
- h. Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – V
- i. Form of Tender (Form 4A)
- j. A signed declaration by the bidders (Form 4G)
- k. Bidders Party Information Form (Form 4H)
- l. Composition / Ownership / Shareholding pattern of the organization
- m. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- n. Registration / incorporation certificate of the company / Firm.
- o. Original Tender document with all addendums and corrigendum issued till bid closing date duly stamped and signed by the authorized signatory of the bidder.
- p. MSME bidders / startup bidder shall submit a Bid Security Declaration in the prescribed Form 4-Q
- q. FORM 4P: Site Visit Certificate (**Mandatory Submission**)- **Bidders who have already undertaken the Site Visit and submitted Form 4P pursuant to the earlier published Tender shall be permitted to submit the same Form 4P in response to the present Tender. Such Bidders shall not be required to undertake the Site Visit afresh.**

However, Bidders participating in the present Tender for the first time (“Fresh Bidders”) shall mandatorily undertake the Site Visit and submit the duly completed and signed Site Visit Certificate along with their Bid. Non-compliance with this requirement shall render the Bid liable for rejection.

10.1.2 Enclosure – II

- a. Annual Reports and/or Audited Financial Statements for the financial years falling within the prescribed assessment period specified under Clause 16.1.3 of the ITB. Where the audited financial statements for the immediately preceding Financial Year are not available as on the Bid Submission Due Date, the Bidder shall submit the latest available audited Financial Statements for the prescribed assessment period. In addition, the Bidder shall furnish a certificate from the Statutory Auditor or a Chartered Accountant certifying the Average Annual Turnover, Consultancy Turnover , as

applicable

- b. GST Registration certificate.
- c. PAN card of the Bidder.
- d. Income Tax Return (ITR) filed by the Bidder for the last three financial years (*i.e., for FY 2022-23, 2023-24 & 2024-25*)
- e. Form 4C of Section IV for Average Annual Turnover.
- f. ~~Form 4O of Section IV for Bid Capacity (The Bidder shall submit a statement showing the detailed computation of Bid Capacity, along with the supporting documents, as prescribed in the format. The statement shall be duly signed by the Authorized Signatory)~~
- g. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & *Annex – IV (Optional)*.
- h. Integrity agreement in format given at Annex- VIII.

10.1.3 Enclosure – III

Copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of work completion certificate on client letter head for similar works executed by the bidder in the last seven years. The submitted certificates shall comply with conditions laid in Clause 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form 4B of Section IV.
- c. Copies of work order / agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of ongoing assignments as per Form - 4F of Section IV. The Bidder shall also submit, along with Form – 4F, plan / provision to move the existing machinery to the project site when required.
- d. General consultancy experience of the bidder to be submitted as per Form 4N
- e. Provide list of Litigation History.

10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
 - i. The approach to the work and methodology to be adopted, and
 - ii. Detailed work plan

- iii. List of Equipment to be deployed as per Form 4I of Section IV (Details of make and manufacture to be provided). – **Not Applicable.**
- b. List of experts / Key personnel (Form 4E of Section IV) as well as other personnel required for carrying out all the contractual obligations.
 - i. Team Leader must be in-house / permanent staff or full time Employee of the consulting organization.
 - ii. The Bidder has to ensure that the time allocated for the Key Personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects / clients) for the Key Personnel.
 - iii. The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
 - iv. The Key Personnel shall remain available for the entire period of the contract as indicated in the Tender Document.
 - v. No alternative CV for any Key Personnel shall be made and only one CV for each position shall be furnished.
 - vi. Each CV shall bear original signatures or scanned signatures of the proposed Key Personnel which shall also be counter - signed by the Authorized Signatory of the Bidder certifying its authenticity, consent, and availability for the assignment. In addition, the Consultant shall also submit qualification & experience certificates.
 - vii. 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.
 - viii. No Key Personnel involved should have attained the age of 65 (sixty-five) years at the time of submitting the Bid. The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 - ix. 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 and during execution of the work. The consultant shall not replace any of the Key Personnel without the written prior consent of the Employer. Replacement of Key Personnel shall be permitted only on medical grounds or in case the personnel resigns/quits for personal reasons beyond the Consultant's control, subject to prior approval of IWAI. The Consultant shall submit a medical certificate or other supporting documentary evidence, as applicable. The replacement personnel shall have qualifications and

experience equal to or better than those of the personnel being replaced. No frequent replacement of Key Personnel shall be allowed for reasons not limited to attributable to the Consultant's convenience, cost considerations, or internal resource planning.

- x. 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 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.
- xi. The Consultant shall bear all travel and other costs arising out of or incidental to any removal and / or replacement of its personnel.
- xii. The bidder shall submit a duly signed undertaking stating that, no alteration has been made in any form in the downloaded Tender Document.
- xiii. The bidder shall submit a duly signed undertaking stating that the bidder has not been banned, blacklisted, debarred, or delisted by any Government or quasi-Government agency or Public Sector Undertaking (PSU).

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

All the submissions enumerated under Enclosure II & III shall be submitted by all the JV Partners separately (mandatory for all partners).

10.2 Stage – II: Financial Bid

Financial Bid in excel format (BoQ_XXXXX) provided along with this e-Tender as Form Fin – 2 shall be used for quoting prices / offer online.

- (i) This will contain fixed price contract rate to be charged for completing the work.
- (ii) While working out the price, following points should be noted:
 - (a) The Consultants will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel assigned to this project for visiting various offices, and other places for meetings, data collection, presentations, public consultation during field visit, secretarial staff, their salary, allowances, overhead expenditure etc.
 - (b) The Consultancy Fee quoted shall be deemed to include all incidental costs, including costs of data collection from various departments/agencies, field

surveys, stakeholder consultations, and preparation and submission of all documents, reports, applications, NOCs, permissions and statutory clearances that would be required to be prepared and submitted by the Consultant during entire course of the present assignment. The Consultant shall provide necessary clarifications and technical support in respect of the deliverables prepared under the Contract. In the event even after satisfactory submission of all above information / reports / NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Government and Non- Government Organization, or local people or parties, the consulting firm shall resolve such issues to the complete satisfaction of the Employer. However, the Consultant shall not be responsible for matters arising from subsequent changes in project scope, policy decisions, implementation-stage developments or circumstances beyond its reasonable control.

- (c) All duties, taxes, royalties, and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment other than that defined in Clause 5.2 Section VI, Part I.**
- (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 Consultancy period shall be as specified in Section – III: Data Sheet.

11 Extension of Bid submission date

The employer may extend the date of submission of bids and shall inform all the bidders by issuing an addendum and uploading the same in website / CPP portal.

12 Late Proposals

Proposals received after the specified bid submission date or any extension thereof, pursuant to Clause 11, shall not be considered for evaluation and shall be summarily rejected.

13 Liability of the employer

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 guidelines for online submission of bids, mentioned under Clause 9 of ITB, have been read and understood by the bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies

of the bids shall not be considered for evaluation.

14 Modification / Substitution / Withdrawal of Bids

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document. No bid shall be modified after the deadline for submission of bids.

15 Bid opening and evaluation process

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and / or Financial Proposal. 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: 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, 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 shall not be opened.
- 15.4 The TEC shall evaluate the Technical Bids based on their responsiveness to the Terms of Reference and by applying the evaluation criteria specified Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
 - 15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11 above
 - 15.4.2 It is accompanied by Tender Fee & Earnest Money Deposit as specified in Clause 6.1 & 6.2 above;
 - 15.4.3 It is received in the forms specified in Section IV (Technical Proposal) and in Section V (financial proposal);
 - 15.4.4 It should not contain any condition or qualification or suggestions
- 15.5 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 of 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 may seek clarification ONLY with respect to historical documents submitted with the Bid and existing prior to Bid submission. No additional experience, credentials financial credentials or fresh documents shall be accepted after opening of the Bids for the purpose of establishing eligibility or improving the Bid. -.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, of the Date, Time and Place of opening of the Financial Bids. "The results of the Technical Evaluation conducted by the Technical Evaluation Committee (TEC) shall be published on the official website/ CPP portal before the opening of the Financial bid. The Bidders so informed, or their authorized representative, may attend the online opening of Financial Bids.
- 15.7 At the time of the online opening of the "Financial Bids", the names of the Bidders, whose Bids were found responsive and 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.

16 Qualification Criteria and Bid evaluation

16.1 Qualification criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.5 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

16.1.1 Qualification criteria for Consultancy services

The Bidder should have successfully completed "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 Similar Works each costing not less than the amount equal to 40% of the estimated cost of this work put to tender (i.e., Rs. 2.22 Cr.), or
- b) 2 Similar Works each costing not less than the amount equal to 50% of the estimated cost of this work put to tender (i.e., Rs. 2.78 Cr.), or
- c) 1 similar work costing not less than the amount equal to 80% of the estimated cost of this work put to tender (i.e., Rs. 4.44 Cr.)

Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually

For this purpose, the “**Similar Works**” means “**Consultancy Services for Preparation of Detailed Project Reports (DPRs) / Techno-Economic Feasibility Studies (TEFS) / Feasibility Studies, including Associated Surveys, Investigations & Technical Studies, for Inland Waterways / Ports / Harbours / Jetties / Terminals / Waterfront Infrastructure / Navigation Channels / Riverine or Coastal Transport Infrastructure / Maritime Infrastructure / Ship Repair Facilities / Water Transport Systems / Multimodal Water Transport Infrastructure and Other Allied Port / Waterway Infrastructure Projects**”.

16.1.2 In the event of a Joint Venture, following are the requirements:

- a) All The JV/Consortium members (Parties) shall collectively meet the technical eligibility as well as financial eligibility criteria specified in the RFP.
- b) Further, 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/Consortium 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.

16.1.3 Qualification criteria for Average annual turnover for last 3 financial years i.e. *for FY 2022-23, 2023-24 & 2024-25.*

- (i) At least 30% of the estimated cost of this work put to tender (Rs. 1.665 Crore), duly certified from the Statutory Auditor or a Chartered Accountant The Bidder shall have not incurred any loss in any two consecutive financial year.
- (ii) In the case of a Joint Venture/Consortium, the Average Annual Turnover requirement shall first be assessed with reference to the Lead Member. Where the Lead Member does not independently satisfy the prescribed turnover requirement, the qualification requirement may be assessed on the basis of the combined Average Annual Turnover of all JV/Consortium members taken together. For such purpose, the JV/Consortium shall submit a member-wise turnover statement, duly certified by the Statutory Auditor, indicating the turnover attributable to each member for the relevant financial years. The Joint Venture/Consortium shall collectively satisfy the prescribed Average Annual Turnover requirement.

16.1.4 Qualification Criteria for Key Experts & Competence For Work:

It is expected that for carrying out this Work the consultant would engage the services of

following professionals

Sl. No.	Key Experts	Qualification & Experience
i.	Team Leader	Educational Qualification: <i>Minimum Qualification:</i> Bachelor's Degree in Civil Engineering from a recognized university/ Institution with Harbour Engineering / Structural Engineering / Geotechnical Engineering / or any other allied/relevant discipline as one the elective subjects or as a part of the undergraduate curriculum <i>Preferred Qualification</i> Post-Graduate Degree in Civil Engineering with specialization in Port & Harbour Engineering / Structural Engineering / Geotechnical Engineering / or any other allied/relevant discipline from a recognized University/Institution. Professional Experience: Minimum fifteen (15) years of professional experience in Planning / Feasibility studies / DPR preparation / Design & Development of Inland Water Transport / Ports / Terminals / Jetties / Waterfront Infrastructure / Navigation Channels or similar waterway projects, including minimum five (5) years' experience as Team Leader / Project Manager / or in a similar leadership role on multidisciplinary consultancy assignments related to inland waterways / ports / maritime infrastructure.
ii.	Planning Infrastructure Specialist &	Educational Qualification: <i>Minimum Qualification</i> Bachelor's Degree in Civil Engineering from a recognized University/Institution with Infrastructure Planning / Transportation Planning / Urban Planning / Project Management / Operations Management / Maritime Studies / Port & Shipping Management / study or any other allied/relevant discipline as one the elective subjects or as a part of the undergraduate

		curriculum <i>Preferred Qualification</i> Post-Graduate Degree in Infrastructure Planning / Transportation Planning / Urban Planning / Project Management / Operations Management / Maritime Studies / Port & Shipping Management / Marine Structures Engineering, Port & Harbour Engineering. Professional Experience: Minimum ten (10) years of professional experience in Port planning / Port infrastructure Planning and development of physical facilities for port operations. Should be well conversant with different types of port structures and other physical facilities required for the provision of various port services efficiently. Should preferably have experience/ exposure of constructing several modern ports / Infrastructure Planning / Feasibility Studies / DPR Preparation / Development of IWT / Ports / Terminals / Jetties / Waterfront or Similar Transportation Infrastructure Projects, including minimum three (03) years' experience in Planning and Development of IWT / Ports / Terminals / Jetties / or other Waterway-Related Infrastructure Projects.
iii.	Business & Financial Analyst	Educational Qualification: <i>Minimum Qualification:</i> Bachelor's Degree in Economics / Commerce / Finance / or other Relevant Discipline from a recognized University/Institution <i>Preferred Qualification</i> Post-Graduate Degree in Economics / Finance / Infrastructure Economics / Business Economics / Public Policy / Development Studies / MBA (Finance). Professional Experience: Minimum ten (10) years of professional experience in Economic & Financial Analysis / Demand & Traffic Forecasting / Socio-Economic Assessment / Project Viability Assessment / Cost-Benefit Analysis / Economic Evaluation / Financial Modelling of Infrastructure Projects, including experience in Feasibility Studies / DPR Preparation for Transportation / Inland Water Transport / Ports / Terminals / Jetties / or other Public Infrastructure Projects, with at least two (02) assignments related to Inland Waterways / Ports / Water Transport.

iv.	Civil / Structural Engineer	Educational Qualification: <i>Minimum Qualification:</i> Bachelor's Degree in Civil Engineering from a recognized University/Institution. With RCC structure as an elective subject or a part of under graduation curriculum. <i>Preferred Qualification</i> Post-Graduate diploma / Degree in Civil Structures, including Ports / Terminals / Jetties / Waterfront Structures / Bridges / Transportation Infrastructure or any relevant discipline. Professional Experience: Minimum ten (10) years of professional experience in Planning / Analysis / Design of Civil Structures, including Ports / Terminals / Jetties / Waterfront Structures / Bridges / Transportation Infrastructure / or other Similar Public Infrastructure Projects. The Expert shall have experience in at least two (02) Inland Waterways / Ports / Terminals / Jetties / or other Waterfront Infrastructure Projects.
v.	Hydrographic Expert	Educational Qualification: <i>Minimum Qualification</i> Bachelor's Degree in Civil Engineering from a recognized University/Institution with Survey/ engineering Geology / hydrology or other Allied/Relevant Discipline as an elective subject or a part of under graduation curriculum. <i>Preferred Qualification</i> Master's Degree in Hydrography / Oceanography / Marine Science. Candidates possessing M.E., M.Tech., M.Sc., or equivalent postgraduate qualifications in the above disciplines shall be eligible, subject to fulfillment of the prescribed experience criteria Professional Experience: Minimum eight (08) years of professional experience in Hydrographic Surveys / Bathymetric Surveys / Channel Investigations / River Surveys / Data Collection & Analysis for IWT / Ports / Coastal or other Water Bodies, including experience in at least two (02) IWT / Port / Terminal / Jetty / or Waterfront Infrastructure Projects.
vi.	Geotechnical Engineer	Educational Qualification: <i>Minimum Qualification</i> Bachelor's Degree in Civil Engineering from a recognized University/Institution with geology, Soil Mechanics & Foundation Engineering / Ground Engineering / or other Allied/Relevant as an elective

		subject or a part of under graduation curriculum. <i>Preferred Qualification</i> Post-Graduate Degree in Geotechnical Engineering / Soil Mechanics & Foundation Engineering / Ground Engineering / or other Allied/Relevant Discipline from a recognized University/Institution. Professional Experience: Minimum ten (10) years of professional experience in Geotechnical Investigations / Soil Exploration / Foundation Engineering / Ground Improvement / Reclamation Services / Slope Stabilization / River Bank Protection / and related Geotechnical Studies for Infrastructure Projects, including experience in at least two (02) Port / Inland Waterway Transport / Jetty / Bridge / Waterfront / or other Major Infrastructure Projects involving Geotechnical Investigations and Foundation Design.
vii.	Traffic Expert	Educational Qualification: <i>Minimum Qualification</i> Bachelor's Degree in Civil Engineering with Transportation Engineering / Traffic Engineering / / Infrastructure Planning as an elective subject or a part of under graduation curriculum. <i>Preferred Qualification</i> Post-Graduate Degree in Transportation Planning / Transportation Engineering / Traffic Engineering / Economics / Infrastructure Planning/Statistics / Logistics & Supply Chain Management from a recognized University/Institution Professional Experience: Minimum ten (10) years of professional experience in Traffic & Demand Assessment / Origin-Destination (O-D) Studies / Passenger & Cargo Forecasting / Transportation Planning / Logistics Assessment / Commodity Flow Analysis / Economic Evaluation for Inland Waterway / Ports / Terminals / Jetties / Logistics / Maritime / or other Transportation Infrastructure Projects, including experience in Traffic Surveys / Demand Estimation / Forecasting Methodologies / Assessment of Passenger & Cargo Movement Patterns. Experience in Inland Waterway transport / Ports / Terminals / Jetties / or other Water Transport Projects shall be preferred.

viii.	Environment Expert	Educational Qualification: <i>Minimum Qualification</i> Bachelor's Degree in Civil Engineering with Environment Engineering as an elective subject or a part of under graduation curriculum. <i>Preferred Qualification</i> Post-Graduate Degree in Environmental Engineering / Environmental Science / Environmental Management / Ecology / Natural Resource Management / or other Allied/Relevant Discipline from a recognized University/Institution Professional Experience: Minimum ten (10) years of professional experience in Environmental Assessment / Environmental Impact Assessment (EIA) / Environmental Management Plans (EMP) / Environmental Due Diligence / Statutory Environmental Clearances for Infrastructure Projects, including experience in at least two (02) IWT / Port / Terminal / Jetty / or other Water-Related Infrastructure Projects. Experience in Riverine Ecology / Aquatic Environment / Environmental Assessment of Inland Water Transport Projects shall be preferred.
ix.	Sociologists	Educational Qualification: <i>Minimum Qualification</i> Bachelor's Degree in Sociology / Social Work / Development Studies / Rural Development / Public Policy / or other Relevant Discipline <i>Preferred Qualification</i> Post-Graduate Degree in Sociology / Social Work / Development Studies / Rural Development / Social Planning / Public Policy / or other Allied/Relevant Discipline from a recognized University/Institution. Professional Experience: Minimum ten (10) years of professional experience in Social Assessment / Social Impact Assessment (SIA) / Stakeholder Consultations / Community Engagement / Livelihood Assessment / Resettlement & Rehabilitation (R&R) Planning / Social Management Planning / Socio-Economic Studies for Infrastructure Projects, including experience in preparation of SIA / RAP / SMP / ESMP / Stakeholder

		Engagement Plans / Labour Management Measures / and other Social Safeguard Instruments. Experience in Inland Waterways / Ports / Terminals / Jetties / or other Water-Related Infrastructure Projects shall be preferred.
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16.1.5 Qualification criteria for Equipment and Experience

- (i) For minimum eligibility pertaining to equipment, the Bidder may refer ToR
- (ii) Details of consultancy services executed in last 7 years, type of consultancy services executed, details of services, scheduled period of execution, date of commencement and date of completion and certificate / testimonials from the concerned clients regarding successful completion of the job. This shall be read in conjunction with clause 3 of ITB; and

16.1.6 Qualification criteria for Bid capacity

- ~~(i) The Bidder shall submit the details asked for the Bid capacity as per the format prescribed in Form 4O of Section IV of the Tender Document; The Bidder shall submit a statement showing the detailed computation of Bid Capacity, along with the supporting documents, as prescribed in the format. The statement shall be duly signed by the Authorized Signatory~~
- ~~(ii) The Bid Capacity of the Bidder must be equal to or more than the estimated cost of the work put to the Tender;~~
- ~~(iii) In case the Bid capacity of the Bidder is less than the estimated cost of the work, his bid shall be cancelled and such Bidder shall not be considered for opening of Financial Bid even if he has been determined eligible in other criteria's set forth in the Tender Document; and~~
- ~~(iv) In the event of a Joint Venture, all parties combined shall together meet the Qualification requirement of Bid Capacity.~~

16.1.7 Replacement of Key Experts:

- (i) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- (ii) 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 death or medical incapacity or in case the personnel resigns/quits for personal reasons. 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 subject to prior approval of IWAI.

16.2 Bid evaluation

- 16.2.1 The Bids shall be evaluated based on the qualification criteria mentioned in Clause 16.1 of ITB. In case a bidder fails to meet the above-mentioned qualification criteria, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.
- 16.2.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one
- (a) that affects in any substantial way the scope, quality, or performance of the Services;
 - (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
 - (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of bid document.
- 16.2.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.
- 16.2.4 The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 3 & 16 of ITB would be as follows:-

S. No.	Criteria	Score
1.	Average Annual Turnover from Consultancy Services	25
a.	More than Rs 1.67 Crore and up to Rs 02.78Cr	5
b.	More than Rs 02.78Cr and up to Rs 04.44 Cr	13
c.	More than Rs 04.44 Cr	25
2.	The Bidders relevant experience for the assignment as indicated in Clause no. 16.1.1	25
a.	1 – 3 Projects	5
b.	4 – 5 Projects	13
c.	More than 5 Projects	25

NOTE	Note: Marks shall be awarded based on both the number and value of similar projects completed in the last seven (7) years. Higher-value projects will receive proportionally higher weightage — 100%, 80%, 60%, 40%, and 20% for projects ≥80%, 60–80%, 40–60%, 20–40%, and <20% of the highest project value respectively, subject to the maximum prescribed marks.	
3.	The quality of Approach & Methodology proposed along with detailed Work Plan	10
4.	The qualification & experience of the key experts / professionals proposed	40
i.	Team Leader	07
ii.	Planning & Infrastructure Specialist	06
iii.	Business & Financial Analyst	05
iv.	Civil / Structural Engineer	05
v.	Hydrographic Expert	05
vi.	Geotechnical Engineer	04
vii.	Traffic Expert	04
viii.	Environment Expert	02
ix.	Sociologists	02
	Grand Total (Sl. Nos. 1+2+3+4)	100

16.2.5 Sub-Criteria for Each Key Personnel Scoring

S. No.	Key Personnel	Minimum Qualification	Preferred Qualification	Relevant Experience	Total
1.	Team Leader	2.0	3.0	2.0	7.0
2.	Planning & Infrastructure Specialists	2.0	2.0	2.0	6.0
3.	Business & Financial Analyst	1.0	2.0	2.0	5.0
4.	Civil / Structural Engineer	1.0	2.0	2.0	5.0

5.	Hydrographic Expert	1.0	2.0	2.0	5.0
6.	Geotechnical Engineer	1.0	2.0	2.0	4.0
7.	Traffic Expert	1.0	2.0	1.0	4.0
8.	Environment Expert	1.0	0.5	0.5	2.0
9.	Sociologists	1.0	0.5	0.5	2.0

16.2.6 The Technical Bids must score at least 75 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 75 marks or more (out of 100) would be opened for further processing.

The Technical Score of each Bidder shall be normalized using the following formula:: -

$$S_t = 100 * T / T_m$$

S_t = Normalized Technical Score of the Bidder under consideration;

T = Technical Score obtained by the Bidder under consideration; and

T_m = Highest Technical Score obtained amongst all technically qualified Bidders.

16.2.7 Financial Evaluation

The Financial Score of each Bidder shall be normalized using the following formula:-

$$S_f = 100 * F_m / F$$

S_f = Normalized Financial Score of the Bidder under consideration;

F_m = Lowest Financial Quote amongst all technically qualified Bidders; and

F = Financial Quote of the Bidder under consideration.)

16.2.8 The final ranking of the Bidders shall be determined on the basis of the combined normalized Technical and Financial Scores as follows:-

- The normalized Technical Score (S_t) and normalized Financial Score (S_f) shall be combined using the prescribed weightages.
- The weightages assigned shall be:

Technical Proposal (T_w) = 70% (0.70)
Financial Proposal (F_w) = 30% (0.30)

Tw = Weight assigned to the Technical Proposal;

Fw = Weight assigned to the Financial Proposal; and

$$\mathbf{Tw + Fw = 1.00}$$

- c. Final score (S) would be arrived at using the following formula: $S = St \times Tw + Sf \times Fw$

The Bidder obtaining the **highest Final Combined Score (S)** shall be ranked **First (H-1)** and shall be invited for award of the Contract, subject to meeting all requirements of the Tender Document.

17 Award of Contract

- 17.1 The Employer shall issue a Letter of Award to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.

17.2 For a Joint Venture Bidder, the Consultant will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the General Condition of Contract in Section VII, within 45 days of issuance of the Letter of Award. In case of Single Entity Bidder, the contract will be signed within 30 days of issuance of the Letter of Award.

- 17.3 The Consultant is expected to commence the Work / job on the date and at the location specified in Section III Data Sheet.

18 Ownership of Document and Copyright

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 Terms of Reference.

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 Services, shall be and shall remain property of the Employer.

19 Insurance

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.

20 Indemnity

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.

21 Fraud and Corrupt Practices

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 Bid Security 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.

Without prejudice to the rights of the Employer under Clause 19 (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.

SECTION - III: DATA SHEET

DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	Chairman- IWAI, A-13, Sector -1, Noida, Uttar Pradesh - 201301
2.	2.2	Name of the Work/job is	Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.
3.	2.1	Method of Selection	Quality and Cost Based (QCBS) Selection Method as given in the tender
4.	2.3	Last Date & time for submission of Bid	Date: 13.10.2026 Time: Latest by 15:00 Hrs. (IST) Submission : online submission
5.	5.1	Last date for seeking clarifications	Date: 3.10.2026 Email Id: dirguw.iwai@nic.in
6.	4.0	A pre-Bid meeting will be held on	Date: 4.10.2026 Time: 15:00 Hrs. (IST) Venue: IWAI, Guwahati, Pandu Port Complex, Pandu, Guwahati – 781012 VC Link for Pre-Bid Meeting will be shared separately
7.	6.1	EMD	INR 11.12 Lakh
8.	6.2	Tender Fee	INR 5900/- (including GST) Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account Name of Bank Account: IWAI Fund Plan Bank Name and Address: PUNJAB NATIONAL BANK MALIGAON Bank Account number: 4589001800000074 IFSC: PUNB0458900 GST Registration: 18AATI7021F1ZX
9.	-	Estimated Cost	INR 5.56 Cr. (excluding GST)
10.	6.3	Bank Solvency	40% of the estimated cost of this work (i.e., Rs. 2.22 Cr.)

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
11.	16.1.3	Average Annual Turnover	30% of the estimated cost of this work (i.e., Rs. 1.67 Cr.)
12.	6.7	Bid Validity	120 days from the last date of Bid Submission
13.	3.3	Similar Works	As defined in Clause 16.1.1 of ITB
14.	6.9	JV / consortium allowed	Yes
15.	3.7	The estimated number of Key Personnel Required	As per Form 4E
16.	-	The formats for the Technical Bid	FORM 4A: Form of Tender
			FORM 4B: Eligible Projects
			FORM 4C: Average Annual Turnover
			FORM 4D: Power of Attorney (for authorized representative of the bidder)
			FORM 4E: List of Key Personnel
			FORM 4F: List of Ongoing assignments
			FORM 4G: Declaration by the Bidders
			FORM 4H: Bidders Information Form
			FORM 4I: List of the machinery, equipment etc. proposed and assessment of the machinery capacity & deployment schedule (Not Applicable)
			FORM 4J: Format for pre-bid queries
			FORM 4K: Power of Attorney for Lead Member of JV / Consortium
			FORM 4L: Statement of Legal Capacity
			FORM 4M: Joint Bidding Agreement
			FORM 4N: General Consultancy Experience
			FORM 4O: Bid Capacity (Not Applicable)
			FORM 4P: Site Visit Certificate
			FORM 4Q : Bid Security declaration from MSE's
17.	15.3	Bid Opening date	Date: 14.10.2026 at 15:30 Hrs. (IST)
18.	10.3	Consultancy period	09 (Nine) months from the date of Issuance of Letter of Award (LoA)

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
19.	18.3	Location of Work	NW-30, NW-32, NW-50, NW-57 & NW-95
20.	19.2	Mobilization Time	21 Days
21.	16.1.1	Similar Works	Similar Works” means “ Consultancy Services for Preparation of Detailed Project Reports (DPRs) / Techno-Economic Feasibility Studies (TEFS) / Feasibility Studies, including Associated Surveys, Investigations & Technical Studies, for Inland Waterways / Ports / Harbours / Jetties / Terminals / Waterfront Infrastructure / Navigation Channels / Riverine or Coastal Transport Infrastructure / Maritime Infrastructure / Ship Repair Facilities / Water Transport Systems / Multimodal Water Transport Infrastructure and Other Allied Port / Waterway Infrastructure Projects ”.
22.	17.1	Award of Work	Letter of Award shall be issued to the selected Bidder by entering into an agreement after deposition of security deposit (including Performance Guarantee)

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To

Director, IWAI, Guwahati,
Pandu Port Complex, Pandu,
Guwahati – 781 012

Sub: Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, SCC, Technical, General and Detailed specification, Bill of Quantities, agreement and bank guarantee forms, etc for the above named services, I / We(*Name of Bidder*) hereby tender for execution of the services referred to in the tender document in conformity with the said Conditions of Contract, SCC, Schedule of quantities for the sum as stated in Bill of quantities 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 services 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 am tendering for the services mentioned in the table below and submitting the EMD through RTGS / NEFT/ BG in favour of IWAI Fund payable at Noida / New Delhi at Nationalised / scheduled bank as per the details given therein:

S. No.	RTGS / NEFT		Bank Guarantee		Total EMD (INR)
1	<i>Amount (INR)</i>	<i>Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)</i>	<i>Amount (INR)</i>	<i>Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)</i>	
2					

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 services as above, I / We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the services 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. No interest is payable on earnest money deposit 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 services 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. If my/ our tender is accepted, I / We am / are to be jointly and severally responsible for the due performance of the Contract. **I / We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.** Any such discovery by IWAI at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.
9. I / We understand that you are not bound to accept the lowest or any tender you 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 and on behalf of
(Name and address of firm)

M/s

Telephone no's.....

FORM 4B: Eligible Projects

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**” have been defined in Clause 16.1.1 of ITB and would mean “**Consultancy Services for Preparation of Detailed Project Reports (DPRs) / Techno-Economic Feasibility Studies (TEFS) / Feasibility Studies, including Associated Surveys, Investigations & Technical Studies, for Inland Waterways / Ports / Harbours / Jetties / Terminals / Waterfront Infrastructure / Navigation Channels / Riverine or Coastal Transport Infrastructure / Maritime Infrastructure / Ship Repair Facilities / Water Transport Systems / Multimodal Water Transport Infrastructure and Other Allied Port / Waterway Infrastructure Projects**”.

S. No.	Client Name, 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 value of similar work satisfactorily completed					

Firm's Name :

Authorized Signature:

Notes:

- For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded 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).
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. For the avoidance of doubt, no price escalation, price adjustment, or price variation shall be payable on the INR component of the Contract Price. The Consultant's quoted price shall remain firm and fixed throughout the duration of the Contract, except as otherwise expressly provided in the RFP..
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, 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.

¹ Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

²The 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 services 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.

³Against 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

FORM 4C: Average Annual Turnover of Bidder

Name of Work: Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.

S. No.	Financial Years	Average Annual Turnover of Bidder (INR) in Last Three Financial Years
1.	2022-2023	
2.	2023-2024	
3.	2024-2025	
4.	Total (1+2+3)	
5.	<i>[indicate sum of the above figures divided by 3]</i>	
6.		
7.		

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 Consultant does not have a statutory auditor, it may provide the certificate from a practicing-chartered accountant.
- This Form shall be submitted on the letter head of the CA / Statutory Auditor

FORM 4D: Power of Attorney

(for authorized representative of the bidder)

(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)

Know all men by these presents, We,..... (name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise 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 "**Authorized 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 "**Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.**". 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 Authorized 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 Authorized 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, 2026

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 Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM 4E: List of Key Personnel

S. No.	Position / Role	Education	Membership of Professional Associations	Employment Record	Position held	No.
1						
2						
3						
4						
5						
6						
7						
8						
9						

Notes:

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for services as per the scope defined in the Tender Document. It may be noted, that the key personnel proposed and the number of personnel required must also meet the criteria as stipulated in Inland Vessel Act 1917
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior approval from Engineer-in-charge.

FORM 4F: List of Ongoing Assignments

S. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work	Total Value of contract	Value of the work completed till last date of the previous month from the Bid Submission Date	Outstanding / Balance Value of the work till last date of the previous month from the Bid Submission Date	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion	Machinery deployed

FORM 4G: Declaration by the Bidders

To,

Date:.....

Director, IWAI, Guwahati,
Pandu Port Complex, Pandu,
Guwahati – 781 012

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.	☐	No alteration has been made in any form in the downloaded Tender document.
2.	☐	I / We have not been banned or de listed by any Government or quasi-Government agency or public sector undertaking.
3.	☐	I / We accept the payment terms of clause 15.2 of General Conditions of Contract.
4.	☐	I / We provide our acceptance to all Tender Terms and Conditions.
5.	☐	Acknowledgment by Bidder as per Clause 8 of ITB
6.	☐	I / We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
7.	☐	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
8.	☐	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
9.	☐	No litigation history.

Yours faithfully

(Signature of the Bidder, with Official Seal)

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

FORM 4H: Bidders Information Form

Bidder name:

[insert full name]

Bidder's Party name:

[insert full name]

Bidder's Party country of registration:

[indicate country of registration]

Bidder's year of constitution:

[indicate year of constitution]

Bidder's legal address in country of constitution:

[insert street/ number / town or city / country]

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert street / number / town or city / country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and / or registration documents of the legal entity named above
- ☐ 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.

Note:

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

FORM 4I: List of Equipment / Machinery etc. (Not Applicable)

FORM 4J: Format for Pre-Bid Queries by Bidders

(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section No. Clause, Sub Clause No and Page No.	Tender clause	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

FORM 4K: Power of Attorney for Lead Member of JV / Consortium

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly registered. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and registered in the jurisdiction where the undertaking is being issued.)

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the “**Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.**” and Whereas,and(collectively the “JV / Consortium”) being Members of the JV / Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV / Consortium and any one of us during the bidding process and, in the event the JV / Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV / Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV / Consortium and generally to represent the JV / Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV / Consortium’s Bid for the “**Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.**”. And hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS DAY OF2026

For (Signature)

.....(Name & Title)

For (Signature)

.....(Name & Title)

For (Signature)

.....(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the JV / Consortium)

Notes:

- *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 executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized 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 legalized by the Indian Embassy if it carries a conforming Apostil certificate.*

FORM 4L: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

Director, IWAI, Guwahati,
Pandu Port Complex, Pandu,
Guwahati – 781 012

Dear Sir,

We hereby confirm that we / our members in the JV / Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that *(insert member's name)* will act as the Lead Member of our JV / Consortium.*

We have agreed that *(insert individual's name)* will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the tender document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Lead Member/Authorized Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM 4M: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....20__

AMONGST

1. {..... a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns),

AND

2. {..... , a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND & THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated (The “**tender Document**” for “**Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.**” (the “**Work**”).

- (A) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV / Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (B) It is a necessary condition under the TENDER document that the members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. JV / Consortium

- 2.1. The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium jointly need not required to incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the Lead member with authorization by members of JV.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding Process and until the signing of the tender for “**The Work**” when all the obligations shall become effective;
- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for “**The Work**”.
- (c) Parties shall jointly and severally endeavour to carry out the services, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other Agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV / Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for “**The Work**”, till such time as prescribed in accordance with the tender for “**The Work**”.

6. Shareholding

- 6.1. The Lead Member of such Preferred Bidder JV / Consortium shall at all times during the License Period hold equity equivalent to(as per clause 6.9.2 of ITB) of the subscribed and paid-up capital in the JV / Consortium to work as the Consultant. Further, other consortium members whose technical / financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold.....(as per clause 6.9.3) equity in the subscribed and paid-up capital consultant during the License Period.

- 6.2. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for **“The Work”**.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**The Work**” is achieved under and in accordance with the tender for “**The Work**” in case the Project is awarded to the JV / Consortium. However, in case the JV / Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1. This Joint Bidding Agreement shall be governed by laws of India.
- 9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. _____
2. _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement 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.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and registered in the jurisdiction where the Power of Attorney has been executed.*

FORM 4N: General Consultancy Experience

(Each Bidder or member of JV must fill in this form)

General Consultancy Experience				
Contract Identification and Name and Address of Employer Brief Description of the Services Executed by the Bidder	Starting Month Year	Ending Month Year	Years	Role of Bidder

**FORM 4O: Bid Capacity
(Refer ITB Clause 16.1.6)
(NOT APPLICABLE)**

Eligibility and Qualification Criteria	Compliance Requirements				Documentation submission requirements
	Single Entity	Joint Venture (existing or intended)			
		Member 1	Member 2	Member 3	
Available Bid Capacity should be More than value of contract / contracts applied for					Form 4C & Form 4F

Bid Capacity= [(A x N x 2)-B], where

A = Maximum value of contract / work executed in any one year during the last five years (updated to the current price level), in INR

B = Value at current price level of the existing commitments and ongoing services to be completed during the period of completion of work for which the bids have been invited

N = No. of years prescribed for completion of services for which bids are invited (**i.e., 0.75**)

(Note - For the purpose of calculation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually)

The Bid Capacity of the Bidder must be equal to or more than the estimated cost of the work i.e. Rs. 5.56 Cr

Form 4P: SITE VISIT CERTIFICATE

(On Bidders Letter Head)

Tender No.: _____

Name of Work: _____

Name of Project: _____

Location of Work: _____

This is to certify that:

This is to certify that M/s. _____, having its office at _____, has nominated Mr./Ms. _____ (Designation: _____) to visit the proposed project site located along NW-30, NW-32, NW-50, NW-57 and NW-95 (total stretch) on Date: ____/ ____/ 20.

The bidder's representative has inspected the site, reviewed the existing conditions, facilities, and accessibility, and has been given the necessary clarifications to understand the scope of work. The representative is also made aware of possible **site hindrances, constraints, and all relevant activities** pertaining to the execution of the project.

Representative of Bidder (Name & Designation):

Remarks (if any):

GPS Photo & Attendance Sheet:

Authorized Signatory (IWAI / State Govt)	Representative of the Bidder / Firm (Site Visited)
Name:	Name:
Designation:	Designation:
Signature with seal:	Signature with seal
Date:	Date

Bid Security Declaration

(On Bidders Letter head)

Date:

Tender No: _

To

Director, IWAI, Guwahati,
Pandu Port Complex,
Pandu, Guwahati – 781
012

I/We undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding Inland Waterways Authority of India tenders for a period of 02 (Two) years from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs, or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the employer during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Security Declaration shall cease to be valid on the 45th day from following,
 - a) If I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
 - b) The expiration of the validity of my/our Bid or any extension thereof.

(Signature)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

SECTION - V: FINANCIAL BID STANDARD FORMS

FORM FIN – 1: Financial Bid Submission Form

Location:

Date:

To:

Director, IWAI,
Guwahati, Pandu Port
Complex, Pandu,
Guwahati – 781 012

Dear Sir:

We, the undersigned, offer to provide the services for the Assignment / Job for [Insert title of Assignment / Job] in accordance with your Request for Bid 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) excluding 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.

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

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

We remain,

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

FORM FIN – 2: Schedule-1

Financial Proposal

Tender Inviting Authority: Inland Waterways Authority of India

Name of work: Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.

Tender No: IWAI/GHY/3(34)/CommJetty/2025

[Validate](#) [Print](#) [Help](#)

Item Rate BoQ

Tender Inviting Authority: Inland Waterways Authority of India

Name of Work: Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.

Contract No: IWAI/GHY/3(34)/CommJetty/2025

Bidder Name :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.00	Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW- 50, NW-57 and NW- 95.					
1.01	Price Offer (in Rs.)	1	job		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

NOTES:

- All payments shall be made as per the Section VI: ToR.
- Rate and amount must be written in both figures and words.
- During Financial Bid Evaluation, for selection of Bidder, quoted cost excluding GST would be considered. 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 Signatory :
Name :
Designation :
Name of Firm :
Address :

FORM FIN – 3: Consultancy Fees

(Shall be submitted by the successful bidder only after award of work)

1. Key Resource (as required)

S. No.	Designation	Man-months to be Proposed / Person (A)	Man-month Rate / Person (in INR) (B)	Total Amount (in INR) (C = AXB)
1.	Team Leader	4		
2.	Planning & Infrastructure Specialist	3		
3.	Business & Financial Analyst	2		
4.	Civil / Structural Engineer	3		
5.	Hydrographic Expert	2		
6.	Geotechnical Engineer	2		
7.	Traffic Expert	2		
8.	Environment Expert	2		
9.	Sociologists	2		
Sub-Total (1)				

2. Survey Expenses

S. No.	Description of Work	Total Amount (INR)
1	Topographic Survey of each jetty location up to the waterline, including 1 km upstream and 1 km downstream on both riverbanks as per ToR Clause 5.3(ii).	
2	Geotechnical Investigation at each proposed jetty site: minimum 04 boreholes (02 on land above HFL + 02 within intertidal/riverbank zone).	

3	Hydrographic Survey of the navigable stretch at 25 m grid spacing using standard hydrographic instruments and methodology.	
4	GIS Survey & Mapping for all locations, including base map preparation, land use, RoW delineation, and creation of georeferenced digital spatial layers.	
5	Traffic & Socio-Economic Survey for each jetty influence zone covering passenger movement, cargo flow potential, livelihood dependency, and projected demand.	
6	Environmental & Social Impact Assessment (EIA/EMP) for all jetty sites, including baseline environmental data, impact evaluation, mitigation measures, and Environmental Management Plan preparation.	

3. Miscellaneous Expenses

S. No.	Description	Total Amount (in INR)
1	Expenses related to air travel, local transportation, stakeholder consultations, official meetings, documentation, and administrative coordination, incurred during DPR preparation.	
Sub – Total (7)		

Notes:

1. Man-months rate and corresponding total amount (based on manpower deployment schedule) shall include total emoluments, expenditure allowances, overheads, bonuses and all local taxes etc. These are to be provided only for the purpose of break-up of quoted remuneration.
2. The Miscellaneous Expenses details as stipulated above, are to be provided only for the purpose of break-up of total cost under this head.
3. The successful bidder shall submit FORM FIN – 3: CONSULTANCY FEES only after award of work and the bidders shall not fill up this form during submission of technical bid.

Authorized Signature:

Name:

Address:

SECTION-VI: TERMS OF REFERENCE (ToR)

1. BACKGROUND OF THE PROJECT

The Inland Waterways Authority of India (IWAI), under the Ministry of Ports, Shipping & Waterways, Government of India, is the statutory body responsible for development, regulation, and management of National Waterways in India as per the IWAI Act, 1985. In alignment with the Government's Act East Policy and the objective of strengthening multi-modal connectivity in the North Eastern Region (NER), IWAI is undertaking systematic initiatives to harness the vast inland water transport (IWT) potential of the region.

With the enactment of the National Waterways Act, 2016, a total of **20 waterways in NER** were declared as National Waterways – including the existing **NW-2 (River Brahmaputra)** and **19 newly notified waterways** across Assam, Nagaland, Manipur, Tripura, Mizoram, and Arunachal Pradesh. These waterways form a crucial transport network connecting the region with the Indian mainland and international markets through the Indo-Bangladesh Protocol (IBP) Route. Strategically located, these routes support regional trade with Bangladesh, Bhutan and have the potential to serve as natural corridors to ASEAN nations.

Historically, Assam and the North-Eastern region had a thriving IWT system. Steamer services operated extensively during the British era, carrying goods – especially tea – across Brahmaputra and its major tributaries. Up to the early 20th century, nearly **98% of cargo movement** in Assam depended on waterways. However, post-Independence, navigation declined due to geo-political constraints, restrictions imposed by East Pakistan (now Bangladesh), and major river morphology changes caused by the 1950 earthquake, leading to multiple shifting channels and loss of navigability. The closure of CIWTC services further impacted long-distance river trade.

To restore navigability and re-establish waterways as an economic lifeline, IWAI was established in 1986 and major fairway, terminal, and navigational infrastructure developments were initiated. NW-2 and NW-16 have since seen substantial progress, including construction of permanent terminals at **Dhubri, Pandu, Jogighopa and Bogibeel**, modernization of Badarpur and Karimganj terminals, and development of tourist jetties at strategic locations. The Indo-Bangladesh Protocol & PIWTT agreement have further revived cross-border cargo movement and access to Bangladesh ports for NER cargo.

Despite this progress, numerous stretches across the newly declared NWs in NER continue to rely on **informal ferry ghats** for local passenger and small-cargo movement. These locations have no permanent infrastructure such as pontoons, gangways, waiting shelters, or safety systems, posing operational and safety challenges to rural communities.

Therefore, IWAI proposes to develop **Community Jetties** at identified navigation points across various National Waterways in the North-Eastern states. The objective is to provide **minimum essential IWT infrastructure** to support safe boarding, cross-river connectivity, short-distance passenger movement, local trade, and future expansion as traffic demand increases.

This initiative is an important step towards:

- enhancing last-mile river connectivity,
- supporting socio-economic development of rural communities,

- boosting local trade, tourism and fisheries,
- promoting environmentally sustainable transport,
- and integrating remote riverine settlements with the regional transport network.

A. Specific Objectives

The proposed development of Community Jetties across various National Waterways in the Northeastern Region aims to enhance local river-based connectivity and provide safe, reliable passenger movement for remote settlements where road access is limited or seasonally affected. These jetties are intended to boost rural trade and logistics by enabling transport of agricultural produce, livestock, basic commodities and small cargo at affordable cost. The infrastructure will ensure improved passenger safety by replacing informal earthen ghats with standardized pontoons, gangways, lighting, and essential safety gear. Additionally, the facilities are planned to be modular and scalable, allowing future augmentation into cargo-handling points, tourism jetties, or fully developed passenger terminals depending on traffic growth and local requirements.

B. Strategic Infrastructure Planning

The project adopts a systematic and scalable planning approach wherein locations are selected based on existing informal ferry operations, population served, market access, and tourism potential. RCC Jetty/ Floating pontoons, gangways, fenders, mooring fixtures, signage, and bank protection services shall be planned/ deployed as per IWAI-approved standards considering varying river depths and seasonal water fluctuations. Integration with existing village roads and approach infrastructure shall be ensured to provide seamless last-mile connectivity. Where such connectivity is not available, the Consultant shall identify, plan, and provide preliminary designs for suitable connectivity solutions in the DPR. The planning approach shall emphasize - quick-deploy, low-maintenance infrastructure with provision for future expansion, including passenger amenities, ticketing facilities, lighting, shelters, passenger terminals, and small cargo handling facilities, based on local demand and growth potential.

C. Navigation Safety Improvement

A major component of this initiative is to provide a safe and reliable navigation interface for passengers and operators. The jetties will be equipped with non-slip decks, handrails, safety chains, and secure gangways ensuring safe boarding and landing. Life jackets, lifebuoys, emergency contact information and night-time solar lighting will be installed to enhance user safety. Where required, channel markers, reflective plates and navigational signage will be provided to guide boat operators along defined navigable zones and prevent grounding or collision. Standard Operating Procedures (SOPs) will be issued for passenger handling, loading/unloading of small cargo, emergency response and daily operational safety checks.

D. Environmental and Social Sustainability

The project has been designed to promote environmentally responsible and socially inclusive development. The proposed RCC jetty provides a robust, stable, and durable structure with a long service life, thereby reducing the need for frequent maintenance and replacement. The design and construction methodology shall be planned to minimize disturbance to the riverbed and surrounding aquatic environment. Appropriate measures shall be adopted during construction to

control turbidity, prevent debris and construction materials from entering the water body, and minimize impacts on the aquatic ecosystem. The use of durable, corrosion-resistant, and environmentally compatible construction materials, along with appropriate concrete mix design and protective measures, shall further enhance the longevity of the structure while reducing its overall environmental footprint. **Where necessary**, lightweight or bio-engineered riverbank protection will be adopted to prevent localized erosion.

The project is expected to directly benefits rural communities by improving access to markets, medical facilities, schools and livelihood activities such as fishing and small-scale trade. All services will comply with applicable environmental regulations, safety guidelines, and statutory clearances wherever required. Consultant shall undertake the Environmental Impact Assessment (EIA) and Social Impact Assessment (SIA) as integral components of the DPR and shall prepare all requisite studies, reports, and documentation necessary for obtaining statutory clearances from the MoEFCC and the concerned State Authorities.

IWAI may, wherever feasible, extend necessary support or issue coordination letters to the relevant authorities to facilitate the process. However, the primary responsibility for conducting the assessments and securing the requisite inputs for statutory clearances shall rest with the Consultant as part of the scope of assignment.

E. Technical Surveys and Data Collection

Before design bathymetric surveys to understand river depth profiles, flow conditions, tidal variations and seasonal changes. Topographic and GIS mapping will capture bank alignment, access roads, utilities and settlement patterns. Geotechnical investigations may be carried out at selected sites to assess soil properties for anchoring, mooring and bank stability. Traffic surveys will assess passenger flow, tourism potential, cargo volume and projected growth. Risk assessments will evaluate flood-prone areas, erosion risk, navigational obstructions and seasonal hazards. All collected data will be integrated into the final design and implementation plan.

F. Financial and Economic Analysis

A comprehensive financial assessment will be carried out to estimate capital expenditure, installation costs, and life-cycle maintenance requirements in accordance with CPWD and IWAI norms. The economic analysis will quantify benefits such as reduced travel time, lower transportation cost, growth in local trade, increased tourism, and livelihood support. A cost-benefit analysis will determine the financial viability, socio-economic returns and long-term advantages of these jetties. The study will further analyze life-cycle costs including periodic maintenance of RCC Jetties/ pontoons, gangways and shore fixtures. Funding provisions through CSS, state support or IWAI budgetary allocations will be examined as part of the financial strategy.

G. Implementation Strategy

The implementation strategy shall adopt a phased approach based on site readiness, population served, accessibility, demand potential and the findings of the studies undertaken under the Consultancy Services. The Consultant shall undertake necessary surveys, investigations, traffic and demand assessments, feasibility studies, preparation of DPRs, engineering designs, cost estimates, drawings, specifications and implementation schedules for the proposed infrastructure.

The Consultant shall also provide technical assistance during the implementation stage (**where required by the Employer, the Consultant shall provide necessary assistance in this regard**). Coordination shall be maintained with the concerned State IWT Departments, district administration, local authorities and other stakeholders for site-related inputs, statutory requirements and implementation planning. The Consultant shall also provide recommendations regarding operation and maintenance, safety requirements and future upgradation of the proposed facilities.

Detailed Scope of Work

- 1.1. **Scope of Work for “Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.”**
- 1.2. The Consultant shall carry out a comprehensive Passenger and Cargo Traffic Assessment for National Waterway-30 (Dehing), National Waterway-32 (Dikhu), National Waterway-50 (Jinjiram), National Waterway-57 (Kopili), and National Waterway-95 (Subansiri).

IWAI has already conducted a preliminary reconnaissance study and identified 32 potential locations along these waterways for the development of terminals, jetties and associated IWT infrastructure. The list and coordinates of these identified locations will be provided by IWAI.

However, the Consultant shall critically assess all **thirty-two (32)** locations identified by IWAI - through detailed field investigations and evaluate their technical, operational, navigational, hydrological, environmental, and socio-economic feasibility. The assessment shall include - traffic potential analysis, connectivity assessment, land availability studies, hydro-morphological suitability, environmental appraisal, and other investigations necessary for identifying viable IWT infrastructure.

If any location identified by IWAI is found to be unfeasible based on the Consultant's detailed investigations, the Consultant may propose an alternative location supported by adequate technical justification and surveys. Such alternative location shall be subject to approval by IWAI. However, the total number of locations under the assignment shall remain limited to thirty-two (32) only. DPRs shall be prepared for the thirty-two (32) feasible locations finalized in consultation with IWAI. Further, for avoidance of doubt, it is clarified that the Contract is solely for consultancy services for preparation of DPRs and associated studies. It does not include construction, construction supervision, project management consultancy, quality control during construction or execution of the proposed RCC Community Jetties.”

1.2.1. Data Collection and Review

- Collect, review and compile all relevant reports, studies, maps, databases, master plans, policy documents and technical information available with IWAI, Central/State Government Departments, District Administrations, Local Bodies and other stakeholder agencies.
- Review all available Feasibility Studies (FS), Pre-Feasibility Reports (PFR), Feasibility Study Reports (FSR), Detailed Project Reports (DPR), Detailed Engineering Reports (DER), Concept Reports, Survey Reports, Master Plans and other relevant consultancy reports pertaining to the identified waterways and associated infrastructure.

- Collect and analyze historical operational, traffic and socio-economic data, including passenger and cargo movement, vessel operations, logistics demand, commodity movement, tourism, navigation, safety and infrastructure utilization.
- Review available hydrographic, hydrological, topographical, geological, geotechnical, environmental and other baseline data, together with applicable statutory provisions, land records and regulatory documents relevant to the project.
- Verify the authenticity, completeness and adequacy of the collected secondary information, identify data gaps and determine the requirement for additional surveys, investigations, stakeholder consultations and technical studies.
- Prepare a comprehensive database of the collected information and utilize the verified secondary data for planning subsequent surveys, investigations and engineering studies. The Consultant shall independently verify all critical project inputs through field investigations, wherever necessary. IWAI may, wherever feasible, provide necessary support and issue coordination letters to the concerned authorities to facilitate access to relevant data and records. However, the primary responsibility for collection, compilation, verification, and analysis of all data required for the assignment, including liaison with and visits to the concerned departments and agencies, shall rest with the Consultant.

1.2.2. Assessment of Current Transportation Limitations

- Assess the existing road, rail, bridge and multimodal connectivity within the influence area of each identified waterway, including connectivity to settlements, markets, industrial clusters, tourism destinations, logistics hubs and other economic centers, and identify physical, operational and seasonal constraints affecting passenger and cargo movement.
- Evaluate the adequacy, reliability and resilience of the existing transport network and carry out a comparative assessment of Road Transport and Inland Water Transport (IWT) with respect to travel time, transportation cost, logistics efficiency, carrying capacity, operational reliability, environmental benefits and overall economic viability.
- Identify potential passenger and cargo corridors suitable for modal shift to IWT and recommend infrastructure interventions required for multimodal integration and first-mile/last-mile connectivity with the existing transport network.
- Support the assessment through field verification, stakeholder consultations, traffic observations, available transport statistics and GIS-based mapping, and incorporate the findings in the traffic assessment and project justification of the DPR.

1.2.3. Primary Field Traffic Surveys

- Undertake detailed field surveys at representative ferry ghats, terminals and landing locations along the identified waterways to assess existing passenger, cargo and ferry operations, including passenger/cargo volumes, vessel movements, service frequency, occupancy, loading/unloading practices and other operational characteristics.
- Assess traffic variations with respect to peak and non-peak periods, seasonal conditions, market activities, tourism, commuting patterns and other socio-economic factors, including documentation of vessel characteristics, vehicle movement, navigational constraints, safety practices and operational issues through field surveys and stakeholder consultations.

- Supplement the field survey findings with authenticated historical records, operational statistics, hydrological data and stakeholder consultations to assess seasonal variations in traffic, navigability, water levels and service reliability. Where seasonal conditions cannot be directly observed, establish suitable seasonal correction factors with clearly documented methodology and assumptions.
- Analyze the collected data to establish existing traffic demand, identify operational constraints, assess latent demand and modal shift potential to Inland Water Transport (IWT), and utilize the findings for traffic forecasting and preparation of the DPR.

1.2.4. Origin-Destination (O-D) Analysis

- Prepare Origin–Destination (O-D) matrices for passenger and cargo movement for each identified waterway, identifying major origins, destinations and travel corridors.
- Identify major passenger trip generators (markets, village clusters, educational institutions, healthcare facilities, government offices, tourism destinations, etc.) and cargo generation centres (agricultural markets, fisheries, industries, warehouses, brick kilns, construction material sources and other economic activity centres).
- Assess trip purpose distribution, including education, employment, trade, tourism, healthcare and other socio-economic activities, along with the predominant modes of transport used.
- Identify alternative transport routes presently used due to the absence or inadequacy of IWT facilities and assess the associated detour distance, travel time and transportation cost.
- Analyze the collected O-D data to identify existing demand, latent demand and potential corridors for modal shift to Inland Water Transport (IWT), which shall form the basis for traffic forecasting and infrastructure planning.

1.2.5. Passenger Usage Estimation

- Estimate daily ferry usage and annual passenger footfall.
- Identify peak tourist season movements, festival/market rush periods, and community activity patterns.
- Evaluate ferry dependency in flood-prone and remote settlements where road access is unreliable.
- Establish peak hour passenger handling requirement for each ghat.

1.2.6. Cargo Volume Assessment

- Estimate existing cargo movement (Tonnes Per Annum - TPA) for each identified waterway, including commodity-wise and seasonal variations based on field surveys and secondary data.
- Categorize cargo into major commodity groups such as agricultural produce, fisheries products, livestock, construction materials, industrial goods, fuel, consumer goods and other locally significant commodities.
- Assess existing cargo handling practices, storage and warehousing facilities, loading and unloading arrangements, equipment availability, operational constraints, safety practices and infrastructure deficiencies at existing ghats, ferry terminals and landing point.

1.2.7. Traffic Forecasting

- Prepare passenger and cargo traffic forecasts for the base year and for 5-year intervals up to the 30-year design horizon (5, 10, 15, 20, 25 and 30 years) using appropriate forecasting methodologies.
- Develop low, medium and high growth scenarios, clearly stating the assumptions, methodology and sensitivity analysis adopted for traffic forecasting
- The traffic projections shall consider demographic and socio-economic growth, urban and rural development, agricultural and fisheries production, industrial and commercial activities, tourism potential, regional development plans, improvements in transport infrastructure, modal shift potential, and other relevant factors influencing demand for Inland Water Transport (IWT).
- Develop future vessel requirement and peak-hour/annual capacity needs.

1.2.8. Modal Shift Potential

- Assess the technical, operational and economic potential for shifting passenger and cargo traffic from road transport to Inland Water Transport (IWT).
- Evaluate the economic and financial viability of introducing or enhancing IWT services on the identified stretches and provide justification for the proposed interventions as part of the DPR
- Compare IWT and road transport in terms of transport cost, travel time, fuel consumption, logistics efficiency, safety, environmental impact and carbon emissions.
- Identify passenger corridors and cargo commodities suitable for modal shift, considering traffic characteristics, transport economics and operational feasibility.

1.2.9. Infrastructure Planning Inputs

Based on the traffic assessment, the Consultant shall recommend:

- Recommend suitable types, capacities and operational characteristics of passenger vessels, ferries and cargo boats for each identified waterway, considering projected traffic demand, navigational conditions and operational requirements.
- Ghat-wise terminal facilities including:
 - RCC platform / pontoon requirement
 - Passenger waiting areas, ticketing counters, toilets, solar lighting and safety equipment
 - Cargo loading/unloading points and small storage areas
- Determine the location, type, capacity and infrastructure requirements of passenger and cargo terminals/ghats, including RCC Jetty/ platforms, floating pontoons, approach facilities, passenger waiting areas, ticketing facilities, toilets, drinking water, solar lighting, safety and security equipment, universal accessibility features and other essential passenger amenities.
- Assess the requirement for cargo handling infrastructure, including loading/unloading facilities, storage areas, parking, utility services and supporting logistics infrastructure,

wherever applicable

- Estimate projected utilization levels of vessels and terminal facilities to establish design capacities, infrastructure sizing, phased development requirements and investment planning over the project horizon.

1.2.10. Deliverables

- Ghat-wise Traffic Survey Database (raw data + analyzed output)
- Origin-Destination Matrix for each waterway
- Passenger and Cargo Demand Forecasting Report (0–30 years)
- Ghat-wise recommendation of vessel size, terminal capacity and seasonal operational requirements
- Inputs for DPR on infrastructure design, cost estimation and viability

3.1.2 Hydrographic Survey: A detailed hydrographic survey shall be carried out across the entire navigable stretches of NW-30 (Dehing), NW-32 (Dikhu), NW-50 (Jinjiram), NW-57 (Kopili), and NW-95 (Subansiri). The notified lengths of the waterways are as follows:

National Waterway	Length
National Waterway-30, Dehing river	109.14 km
National Waterway-32, Dikhu river	63.21 km
National Waterway-50, Jinjiram river	42.58 km
National Waterway-57, Kopili river	49.9 km
NW-95 (Subansiri River)	106.45 Km

FSR studies for the concerned National Waterways have already been carried out by IWAI and are available on the IWAI website. The objective of the Community Jetty project is to provide seamless last-mile connectivity to the hinterland population through development of community jetties and associated IWT infrastructure. thirty-two (32) terminal locations have been identified by IWAI along the above waterways.

The Consultant shall ascertain the navigable stretches required to connect habitations along both banks of the National Waterways and carry out the requisite hydrographic surveys accordingly. The scope shall include longitudinal surveys along the identified navigable stretches and detailed hydrographic investigations at the terminal locations finalized in consultation with IWAI.

The survey shall generate accurate, bathymetric and hydrometric data for fairway assessment, terminal planning jetty location selection /planning, and terminal infrastructure design. - Cross-sectional sounding lines shall generally be spaced at 50-meter intervals under normal conditions, and 25-meter

intervals in sensitive or critical zones such as bends, confluences, ferry ghats, proposed jetty sites, shallow stretches, bridge crossings, and other sensitive zones -. Along each waterway, longitudinal check lines shall be undertaken at suitable intervals to ensure accuracy and quality control.

Bathymetric data shall be collected using suitable hydrographic survey precision single-beam echo sounders equipment integrated with RTK-GNSS positioning for sub-meter horizontal accuracy. In shallow fringe areas where vessels cannot operate, pole-mounted echo sounders or wading rods shall be used to close data gaps. All depth measurements will be corrected to a unified vertical datum tied to nearby water level gauges, with continuous water-level observations during survey operations. For locations with complex flow patterns—especially in Subansiri and Kopili—Acoustic Doppler Current Profiler (ADCP) transects may be carried out to measure velocity distribution and discharge. Daily instrument calibration, including bar-checks, latency adjustment, and speed-of-sound corrections, shall be documented as part of the quality control. Water level observations, shoreline mapping, bed material sampling, data processing, preparation of bathymetric charts, longitudinal profiles, cross-sections, navigational hazard mapping, and GIS-based deliverables shall be carried out in accordance with applicable hydrographic standards and the requirements of this ToR

Historical hydrological information, including Low Water Level (LWL), Mean Water Level (MWL), High Flood Level (HFL), discharge data and other relevant records for the past five to six years, shall be collected from the Central Water Commission (CWC), State Water Resources Departments, IWAI, and other concerned agencies - for interpretation of survey results and planning purposes. This information will be used to define chart datum, assess seasonal navigability, and interpret the survey results for design purposes. Bank-to-bank shoreline mapping shall be carried out using differential GPS or RTK-enabled handheld receivers to generate continuous geo-referenced edge lines of the river or from other concerned agencies - for interpretation of survey results and planning purposes. The hydrographic survey shall form the basis for assessment of navigability, identification of suitable terminal and jetty locations, planning of approach structures and bank protection measures, and preparation of DPRs for the finalized locations. Tender conditions shall prevail.

Representative bed material samples will be collected at suitable intervals along each NW to determine sediment type, particle size distribution, and bed composition, particularly in areas with visible shoaling or erosion. Water samples will also be taken at key points to record physical parameters such as turbidity, pH and temperature, helping understand sediment behavior and shallow formation near navigation routes. All laboratory testing will be conducted in accredited facilities, and the results will be incorporated into the final survey analysis.

Collected data will be processed using hydrographic software to apply tide corrections, sound velocity corrections, and latency adjustments. Digital Terrain Models (DTMs) and contour maps shall be created to generate a complete underwater profile of the rivers. Final deliverables shall include geo-referenced bathymetric charts, longitudinal bed profiles, cross-section drawings, navigational hazard identification, and fairway alignment maps showing thalweg location and critical depth constraints. Outputs will be provided in GIS formats (SHP, DXF, DWG, TIN/GRID) and in printed chart folios with appropriate scales for field and engineering use.

This hydrographic survey will form a key foundation for planning community jetties, identifying suitable berthing locations, determining the length of RCC approach structures, designing bank

protection, and evaluating lean season navigability along NW-30, 32, 50, 57, and 95.

3.1.3 Topographic Survey: A detailed topographic survey shall be carried out within a radius of 500 m around each proposed terminal/jetty location, or such larger area as may be required for planning and design of the terminal infrastructure and associated facilities. The survey shall cover the proposed terminal area, adjoining land, approach roads, nearby activity/recreational zones, and connectivity infrastructure. Survey drawings shall be prepared at an appropriate scale (generally 1:1000) and shall include contours, spot levels (25 m grid or as required), existing structures, utilities, vegetation, drainage features, land-use details, and other physical features relevant to project planning and design. The assessment shall also include evaluation of last-mile road, rail, and other connectivity to the proposed terminal/jetty location,

3.1.4 Geotechnical Investigation: A comprehensive geotechnical investigation shall be carried out at all proposed terminal/jetty locations - along NW-30 (Dehing), NW-32 (Dikhu), NW-50 (Jinjiram), NW-57 (Kopili) and NW-95 (Subansiri) to support the design of community jetties, RCC platforms, approach structures, and bank protection services and associated IWT infrastructure. At least two boreholes shall be drilled at each of the proposed thirty-two (32) terminal/jetty locations—one on the terminal side above the High Flood Level (HFL) and the other one within the intertidal zone between HFL and LWL to capture representative subsurface conditions. However, where two boreholes are considered insufficient to adequately establish the subsurface conditions and soil stratification for safe and economical design, additional boreholes shall be undertaken as required. Borehole locations shall be selected to adequately represent the proposed terminal area and associated infrastructure. Boreholes shall generally be drilled to depths ranging from 15 m to 20 m or deeper, as warranted by soil conditions, foundation requirements, and anticipated scour depths, or until a suitable founding stratum is encountered.

Standard Penetration Tests (SPT) will be performed at regular depth intervals to determine soil resistance, density, and relative compaction. Disturbed and undisturbed soil samples will be extracted from each borehole and transported to a NABL-accredited laboratory for testing. Laboratory investigations will include determination of engineering properties such as bulk density, moisture content, sieve analysis, grain size distribution Atterberg limits, specific gravity, shear strength tests (UCC/Direct Shear), and consolidation characteristics and other tests as required, along with chemical tests where required for corrosivity assessment. If rocky strata are encountered in any of the waterways—particularly likely in upper Subansiri or hilly approaches, RQD and rock strength parameters will also be recorded.

For each waterway, detailed bore logs, lithological descriptions, groundwater level observations, and soil classification will be compiled to develop a clear soil profile. Based on test results and laboratory investigations, the Consultant shall provide foundation design recommendations, including safe and allowable bearing capacity, expected settlement, type of suitable foundation (pile, well, or open foundation), and estimated scour depth corresponding to river hydraulics. Where bank erosion or weak soil conditions are observed, additional recommendations for bank protection, slope stabilization, or geotextile reinforcement shall be provided.

The final deliverables will include borehole logs, laboratory test reports, soil profiles, geological

cross-sections, and a geotechnical interpretation report certified by a qualified geotechnical engineer. These results will form the basis for designing terminal structures, approach bridges, anchoring systems, and riverbank protection services across NW-30, NW-32, NW-50, NW-57, and NW-95.

3.1.5 GIS Survey and Mapping: High-resolution satellite imagery (<1m) and topographic maps and other relevant GIS datasets will be procured and utilized to support spatial analysis planning, and design of the proposed IWT infrastructure. The Consultant shall be responsible for procuring the requisite satellite imagery and base GIS datasets as part of the scope of the assignment. Ground-truthing using GPS/GNSS devices will be carried out to validate spatial data, and all imagery will be geo-referenced using appropriate control points. Physical features, land use/land cover (LULC), administrative boundaries, settlements, transportation services, and environmentally sensitive areas and hazard zones (flood, erosion) will be mapped. The GIS mapping shall primarily cover the proposed terminal/jetty locations and the associated river corridor/riverine area to facilitate assessment of river morphology, historical river course changes, flood-prone areas, and prevailing bank erosion conditions relevant to planning and design. The GIS data will be integrated with other surveys (hydrographic, topographic, geotechnical) and used for suitability analysis of terminal sites. A comprehensive GIS database will be developed with structured layers (.SHP, .KML, .DXF, .GDB formats) and compatible with both QGIS and ArcGIS platforms. Deliverables include base maps, LULC maps, environmental sensitivity maps, waterbody change detection (10 years), and proposed terminal layout maps, along with a GIS analysis report. The cost of all surveys, investigations, studies, tests, data collection, and other activities required for carrying out the assignment, including those pertaining to all proposed project sites, shall be deemed to be included in the Consultant's quoted price. No separate payment, reimbursement, or compensation on this account shall be admissible during the currency of the Contract.

3.1.6 Preliminary Engineering Design and FEED: Based on site constraints and navigability requirements, the terminal layout will be finalized, ensuring year-round operability.

The primary objective of the assignment is to prepare DPRs for **RCC Community Jetties**, and accordingly, RCC jetties shall be considered as the preferred option during planning and design. However, where detailed investigations and engineering assessments establish that construction of an **RCC jetty is not technically feasible, viable, safe, or suitable due to site-specific conditions such as river morphology, water depth variations, bank instability, adverse hydraulic conditions, geotechnical limitations, environmental constraints, navigational requirements, or any other relevant factors, the Consultant may propose alternative technically appropriate solutions, including floating jetties, pontoons with gangways, or other suitable arrangements, supported by detailed technical justification.** The final recommendation for each location shall be based on technical feasibility, safety, operational efficiency, durability, lifecycle considerations, and overall suitability, subject to approval by the EIC.

The Typical Jetty Layout provided in Annexure-X is indicative in nature and is intended to solely as a reference for conceptual planning of the RCC community jetty. The Consultant shall adopt a standardized design approach broadly based on the typical layout, with incorporating necessary location-specific modifications to suit the prevailing site conditions, including but not limited to hydrographic data, soil parameters, hydraulic characteristics, river morphology

and operational requirements at each location. Accordingly, the Consultant shall develop detailed structural and engineering designs for each proposed jetty location as part of the assignment

The Consultant shall prepare Preliminary Engineering Designs and FEED for the proposed facilities, including RCC jetties and/or approved alternative jetty systems, floating structures (where applicable), pontoons, gangways, waiting areas, ticket counters, restrooms, parking facilities, approach roads, utility services, and all associated infrastructure required for project implementation.

Designs will include two alternative configurations for major facilities, supported by a clearly defined design basis and final recommendations. The Consultant shall prepare detailed Bills of Materials BoMs, technical specifications, applicable standards and all supporting documentation required for EPC tendering. The level of detailing shall be sufficient for preparation of EPC bid documents. -

The Preliminary Engineering Design and FEED package shall be validated by a reputed institute such as an IIT or NIT. The Consultant shall be solely responsible for arranging such validation, including coordination with the institute, submission of all required documents, incorporation of comments as necessary, and bearing all costs associated with the validation process. The validated design package shall form part of the deliverables under this assignment.

3.1.7 Environmental Impact Assessment (EIA): The Consultant shall carry out all environmental and social assessments required for preparation of the DPR, including identification and evaluation of potential environmental and social impacts arising from the project and development of appropriate mitigation measures.

As part of the assignment, the Consultant shall prepare a detailed Environmental Impact Assessment (EIA) and Environment Management Plan (EMP) in accordance with applicable statutory requirements and guidelines, based on the requisite primary and secondary data collection, and shall undertake all activities necessary for obtaining Environmental Clearance (EC) from the competent authority. The scope shall include assessment of impacts on aquatic ecology and biodiversity (including species of ecological significance such as Golden Mahseer, where relevant), water quality, riverbank conditions, local habitats, and other environmental and social receptors.

The Consultant shall also integrate climate resilience considerations and other relevant environmental aspects into the project planning and DPR preparation. An Environmental Management Plan (EMP) shall be prepared, detailing mitigation and management measures, monitoring requirements, implementation arrangements, compliance protocols, institutional responsibilities, and associated costs for effective environmental and social management throughout the project lifecycle.

The Consultant shall carry out all environmental and social assessments required for preparation of the DPR, including identification and evaluation of potential environmental and social impacts arising from the project and development of appropriate mitigation measures.

As part of the assignment, the Consultant shall prepare a detailed Environmental Impact Assessment (EIA) and Environment Management Plan (EMP) in accordance with applicable statutory requirements and guidelines, based on the requisite primary and secondary data collection, and shall undertake all activities necessary for obtaining Environmental Clearance (EC) from the competent authority. The scope shall include assessment of impacts on aquatic ecology and biodiversity (including species of ecological significance such as Golden Mahseer, where relevant), water quality, riverbank conditions, local habitats, and other environmental and social receptors.

The Consultant shall also integrate climate resilience considerations and other relevant environmental aspects into the project planning and DPR preparation. An Environmental Management Plan (EMP) shall be prepared, detailing mitigation and management measures, monitoring requirements, implementation arrangements, compliance protocols, institutional responsibilities, and associated costs for effective environmental and social management throughout the project lifecycle.

3.1.8 Social Impact Assessment (SIA): The SIA will identify potential land acquisition, displacement, or livelihood impacts, and develop a socio-economic profile of Project Affected Persons (PAPs). A Resettlement and Rehabilitation (R&R) framework will be proposed in line with state and national guidelines, along with a budget for implementation and monitoring.

3.1.9 Cost Estimates: Detailed CAPEX and OPEX estimates will be prepared for all infrastructure components, referencing latest applicable CPWD Delhi Schedule of Rates (DSR), CPWD Plinth Area Rates (PAR), relevant respective State Public Services Department (PWD) Schedule of Rates (SoR), and other applicable standard references, wherever relevant. The Consultant shall furnish complete documentary evidence in support of the adopted rates, including copies of the applicable Schedule of Rates (SoR), cost indices, cost index notifications, rate analyses, circulars, and all other reference documents used in deriving the estimates. Such documentation shall form part of the DPR submission and shall be sufficient to enable independent verification by IWAI.

Estimates will be component-wise, including escalation factors, logistics costs, and design contingencies, with appropriate justifications

3.1.10 Project Execution Schedule: A phase-wise construction schedule will be developed considering seasonal variations in reservoir levels and site accessibility constraints. The schedule will include detailed implementation timelines and key milestones. Also provide a PART/CPM chart, wherever relevant.

3.1.11 Tender Documentation: The Consultant's scope shall include preparation of Comprehensive tender documents for EPC based procurement based on the approved DPR and Preliminary Engineering Design/FEED. The tender documents shall include, but not be limited to technical specifications, Bill of Quantities (BoQ), scope of work, eligibility and qualification criteria, project milestones, payment terms, - General and Special Conditions of Contract (GCC/SCC),

other relevant contractual provisions and the appropriate tendering and bid evaluation methodology/criteria (including LCS/QCBS, as applicable) required for project. The Consultant shall also provide Support during the tendering process preparation of clarifications/addenda including, responses to the pre-bid stage queries, and assistance to the Client in finalization of the tender process and award recommendations, / Letter of Award (LoA). as required.

3.1.12. Cost Benefit Analysis: The consultant shall carry out a concise Financial and Economic Cost-Benefit Analysis (CBA) to assess project viability. The financial component shall include cash flow projections and key indicators such as NPV, FIRR, BCR, and Payback Period. The economic analysis will cover socio-economic benefits including tourism, employment, and travel efficiency, with metrics like EIRR and economic NPV. Sensitivity analysis for varying demand and cost scenarios must be included. All assumptions should be clearly stated and justified. The final deliverable shall include a summarized CBA report with datasheets and key findings.

3.1.13. Risk Analysis: The consultant will carry out a simple and clear risk assessment to identify major risks that may affect the project during planning, construction, and operation. These risks will include legal issues, environmental concerns, financial problems, revenue uncertainties, and delays in project management. Each risk will be rated based on how likely it is to happen and how much impact it may have. Examples of common risks are land acquisition delays, problems in getting environmental approvals, budget increases, or fewer passengers than expected. For each risk, practical solutions will be suggested—like clear contracts, backup plans, insurance, and regular communication with stakeholders. A brief Risk Management Plan, including a list of risks and how they will be handled, will be shared as part of the final project report.

3.2.14. Detailed Implementation Plan with Phasing

As part of the DPR, the Consultant shall prepare a concise and structured Implementation Plan for IWT development across NW-30 (Dehing), NW-32 (Dikhu), NW-50 (Jinjiram), NW-57 (Kopili) and NW-95 (Subansiri). The plan shall define the sequence of activities, timelines, and construction methodology for community jetties, RCC approaches, passenger amenities, bank protection, and safety systems. Phasing shall be based on technical feasibility, land availability, survey results, seasonal river conditions, and financial scheduling.

The Consultant shall detail pre-construction tasks (land acquisition, statutory permissions, tendering and mobilization) followed by construction, installation, and commissioning phases. All major activities—hydrographic survey, geotechnical investigations, detailed engineering, procurement, fabrication, and safety installations—shall be linked with logical timelines and milestones.

The plan shall also consider logistics for material transport, temporary access, storage arrangements, and river-based working methods for remote locations. A monitoring mechanism must be defined, covering progress tracking, quality control, and risk mitigation against floods, erosion, and channel shifts.

The final output shall include an activity-wise work schedule, preferably in the form of a Gantt chart with cost phasing and commissioning targets for each jetty, ensuring smooth execution and timely operational readiness of the IWT facilities.

The Consultant shall include the following key elements under this scope:

1. Phase-wise Implementation Roadmap

- Prepare a detailed **Implementation Schedule** dividing the project activities into logical phases or packages such as:
 - Pre-construction activities (approvals, land acquisition, tendering)
 - Civil infrastructure (jetty, terminal, passenger shelters)
 - Navigational aids and channel development
 - Procurement of vessels and support equipment
 - Environmental and social safeguard implementation
 - Training, commissioning, and O&M setup
- The implementation plan shall be presented in **Gantt chart or bar chart format** clearly showing:
 - Timeline and duration of each activity
 - Interdependencies and critical paths
 - Early start and late finish options to accommodate funding cycles or monsoon constraints
- The Consultant shall define **milestones and deliverables** for each phase to facilitate monitoring by IWAI and/or the State Government

2. Cost Phasing and Prioritization

- Break down the total project cost into **phase-wise expenditures if required**, segregating:
 - Capital costs (civil services, dredging, procurement)
 - Environmental and social mitigation costs
 - Consultancy and project management costs
 - Contingency and escalation provisions
- Provide prioritization logic for scheduling high-impact or revenue-generating components early in the implementation (e.g., jetty at high-traffic locations like Dawki).
- Include a cumulative investment requirement matrix for each year for budgeting purposes.

3. Land Acquisition and Utility Shifting Strategy (if applicable)

- Identify all land parcels required for permanent infrastructure (terminal, access roads, parking, administrative blocks, etc.).
- Prepare a **Land Requirement Plan** (preferably with GIS coordinates and cadastral overlays) showing:

- Existing government land
- Private land to be acquired (with estimated area and ownership status)
- Encroachments or restrictions, if any
- Assess the presence of **existing utilities** (e.g., water supply, electricity, telecom) within the proposed development footprint and prepare a **Utility Shifting Plan**, in consultation with concerned line departments.
- Provide indicative timelines and costs for land acquisition and utility relocation, consistent with the implementation phases.
- Suggest coordination mechanism with district administration and relevant authorities for expediting land and utility clearances.

4. Milestones

- i. All the deliverables as per the list below shall be in the form of **05 (five) hard copies +1 (one) soft copy** in MS Word / PDF format for Reports and AUTOCAD DWG & PDF formats for drawings / plans. The detailed financial model shall also be submitted in excel sheet formats.
- ii. Time Schedule And Key Deliverables

The milestones and timelines of the Work are given in the table below:

The total duration for preparation of the DPR shall be 9 months from the date of issuance of Letter of Acceptance (LOA), including 15 days' time taken by the Employer in providing the requisite documents or in conveying its comments on the Reports at each stage of the Key Deliverable.

The Consultant shall submit the following Key Deliverables within the time schedule as summarized below:

S. No.	Report / Key Deliverable	Contents	No. of Copies to be submitted	Timeline (from date of issuance of LoA)
1	Inception Report	Project Understanding and Strategic Objectives - Detailed Methodology for: • Hydrographic Survey • Topographic Survey • Geotechnical Investigation • Traffic Surveys • GIS and Remote Sensing - Study Area Reconnaissance (with photographic records and site observations) - Data Collection Plan and Preliminary Data Sets (e.g., traffic volumes, water levels, etc.) - Summary of Initial Stakeholder Consultations (if conducted). Preliminary Traffic Demand Assessment and Forecasts for 25 years - SWOT Analysis of the Project Corridor - Proposed Work Plan with Timelines (Gantt Chart) - Challenges Identified During Initial Reconnaissance	5	Within 3 months
2	Draft Detailed Project Report (Draft DPR)	Executive Summary - Introduction and Project Background - Comprehensive Traffic Analysis with OD Matrix and Modal Shift Projections Hydrographic Survey Results: Bathymetric Charts, Historical Water Level Trends, Sediment Characteristics Topographic Survey Findings integrated with GIS Base Maps Geotechnical Investigation Results with Bore Logs and Lab Testing Reports, GIS-Based Mapping: LULC, Risk Zones, Multi-layer Integration Conceptual Engineering Designs: Terminal Layouts, Access Roads, Vessel Types, Navigational Aids	5	Within 5 months
		Preliminary Cost Estimates (CAPEX, OPEX, Item-wise breakdown) Initial Environmental and Social Impact Screening Incorporation of FEED (Front-End Engineering Design)		

3	Draft Final DPR	Refined Traffic Analysis with Updated Demand Forecasts and Modal Share Finalized Survey Outputs: All Maps, Charts, Cross Sections, DTM Models, GIS Layers Detailed Engineering Design: FEED for all proposed structures and components Incorporation of Client/Stakeholder Feedback Detailed Environmental Impact Assessment (EIA) with Mitigation Plan and Costing Detailed Social Impact Assessment (SIA) including PAF Census, R&R Framework Revised Cost Estimates in BoQ Format (with SoR references and escalation) Updated Cost-Benefit Analysis: FIRR, EIRR, NPV, BCR with Sensitivity Analysis Draft Proposal for Tendering Framework: Outline Tender Docs, Bid Criteria, Prequalification Parameters	5	Within 8 months
4	Final Detailed Project Report (Final DPR)	Final Comprehensive Traffic and Demand Analysis Final Hydrographic, Topographic, and Geotechnical Data Sets Final GIS-Based Suitability and Risk Analysis Final Engineering Designs: Terminal Master Plan, Detailed Layouts, Foundation & Superstructure Designs Final Cost Estimates: Detailed BoQ with Rate Justification (SoR) Complete Tender Package: Draft Bid Schedule, Tech Specs, GCC/SCC Final EIA & Environmental Management Plan (EMP) with Clearance Strategy Final SIA and R&R Plan with Budgeting Final Cost-Benefit Analysis: Detailed Datasheets, Assumptions, Calculations Risk Assessment and Mitigation Strategy Project Execution and Phasing Plan: Gantt Chart and Critical Path Economic Analysis of the Project Project Implementation Plan: Phasing, Procurement Strategy, Milestones, Institutional Framework - Operation & Maintenance Plan	5	Within 9 months

Notes:

- a. The report submission shall be signed by the relevant Key Experts for related chapters and final cover page shall be signed by the Team Leader. Moreover, all the correspondences shall be done mainly with the Team Leader.
- b. During the presentations and meetings, the Employer may ask for presence of all the Key Personnel to be present personally for necessary discussions and clarifications with respect to inputs.
- c. Failure to achieve the Key Deliverables within the stipulated time shall attract Liquidated Damages in terms of Clause 8.12 of Section VII.

2. Reporting and Review Mechanism

This section outlines the framework for communication, monitoring, and review between the Consultant and the Client (Inland Waterways Authority of India and/or the Government of Meghalaya) during the execution of the DPR Work. It ensures structured coordination, timely progress tracking, and effective incorporation of stakeholder feedback throughout the project duration.

1. **Reporting Structure:** The Consultant shall report directly to the **Project Director / Nodal Officer** designated by the Client. A **Review and Monitoring Committee**, comprising representatives from IWAI, the State Tourism/Transport Department, and other relevant stakeholders, will be constituted to periodically assess the progress and quality of the Consultant's work.

2. **Inception Meeting:** An **Inception Meeting** shall be conducted within **10 days from the issuance of the Letter of Award (LoA)**. During this meeting, the Consultant shall:

- Present the overall work plan and activity timeline.
- Submit the team deployment schedule.
- Explain the detailed methodology for proposed surveys and investigations.
- Highlight any specific requirements, constraints, or initial observations.

3. Periodic Review Meetings

- The Consultant shall participate in **bi-weekly or monthly review meetings** (physical or virtual), as scheduled by the Client.
- These meetings shall review ongoing activities, address bottlenecks, and discuss technical findings and data collection progress.

4. Submission and Review of Deliverables

- All project deliverables, including the Inception Report, Interim Survey Reports, Draft DPR, and Final DPR—shall be submitted by the Consultant strictly in accordance with the approved timelines and prescribed formats.

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- Each deliverable shall be submitted in **five (05) hard copies** along with corresponding **soft copies** in editable and PDF formats. Soft copies shall include all GIS databases, AutoCAD drawings, survey charts, analytical spreadsheets, and any other supporting digital files used in the preparation of the report.
- Upon submission, the Client/Review Committee will examine the reports and provide comments, observations, or recommendations as per the ToR and best industry practices. The Consultant shall incorporate all such comments and resubmit the revised report within the stipulated period.
- Prior to finalization of the Draft Final DPR, the Consultant shall organize a **joint site visit** with all relevant stakeholders—including IWAI, State Government representatives, and local authorities—to verify proposed locations, validate field conditions, and ensure alignment of recommendations with ground realities.

5. Feedback and Incorporation

- The Consultant shall incorporate all comments/suggestions provided by the Client or Review Committee in a timely manner.
- Revised versions of the deliverables must be submitted **within 10 working days** of receiving comments (or within a mutually agreed period depending on the extent of revision required).
- A **compliance matrix** detailing the incorporation of feedback shall accompany all revised submissions.

6. Final Presentation

1. Upon completion of the Work, the Consultant shall make a **comprehensive final presentation** to the Client and the Review Committee. This shall include:
 - Overview of key findings and recommendations.
 - Presentation of the Draft Final DPR including proposed infrastructure, cost estimates, implementation plan, and environmental/social safeguards.
 - Responses to previous feedback and final clarifications.

7. Documentation and Handover

- The Consultant shall submit all raw and processed data, including:
 - GIS shapefiles, high-resolution satellite imagery used.
 - AutoCAD files, Excel data sheets, survey logs, and photographs.
 - All software-generated models (if any), simulations, or drawings.
- A final **Project Closure Report** shall be submitted summarizing the entire process, key

outcomes, and lessons learned.

- All deliverables, datasets, and intellectual property generated during the Work shall be the property of the Client and must be handed over before final payment.

3. Payment Terms

- The total Contract Price payable under the Contract shall be stipulated in the Letter of Acceptance and thereupon shall become part of this Contract and be paid in accordance with the terms hereon. The price quoted will squarely and totally include all the charges to be paid to the Consultant by the Employer.
- The payment shall only be made against submission and approval of Reports by the Employer (EIC). All hidden items shall be verified by the EIC before covering for payment eligibility.
- Total Contract Price shall be firm and fixed and shall not be subject to any escalation / adjustment during the entire period of the Contract.
- The Payment Schedule for Interim Payment to the specified key deliverables shall be in following stages:

S. No.	Milestone	Reports to be delivered (Key Deliverable)	Payment
1.	Milestone-1	After submission, acceptance and approval of Inception Report	20%
2.	Milestone-2	After submission, acceptance and approval of Draft Detailed Project Report	30%
3	Milestone-3	After submission, acceptance and approval of Draft Final Detailed Project Report and Stakeholder Conference & Presentation	30%
4.	Milestone-4	After submission, acceptance and approval of Final Detailed Project Report	20%
		Total	100%

SECTION – VII: GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

- i. **“Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the Consultant, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii. **“Contract sum”** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii. **“Consultant”** means the successful tenderer who is awarded the contract to perform the work covered under these tender documents and shall be deemed to include the Consultant’s successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv. **“Employer”** means the Chairman, Inland Waterways Authority of India and his successors.
- v. **“IWAI / Authority / Department / Owner”** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- vi. **“Engineer-In-Charge (EIC)”** means the Engineer officer authorized to direct supervise and be In-charge of the services for the purpose of this contract who shall supervise and be in charge of the work.
- vii. **“Engineer-in-charge representative / Assistant”** shall mean any officer of the Authority nominated by the Engineer-in-charge for day-to-day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting services and other related services for completion of the project.
- viii. **“Chairman”** means Chairman of Inland Waterways Authority of India.
- ix. **“Chief Engineer”** means the Chief Engineer of the Authority.
- x. **“Director”** means the Director of the Authority, as the case may be.
- xi. **“Senior Hydrographic Surveyor”** means the Senior Hydrographic Surveyor of the Authority, as the case may be
- xii. **“Deputy Director”** means the Deputy Director of the Authority, as the case may be.

- xiii. **“Assistant Hydrographic Surveyor”** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- xiv. **“Assistant Director”** means the Asst Director of the Authority, as the case may be.
- xv. **“Junior Hydrographic Surveyor”** means the Junior Hydrographic Surveyor of the Authority, as the case may be
- xvi. **“Technical Assistant”** means the Technical Assistant of the Authority, as the case may be.
- xvii. **“Work Order”** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- xviii. **“Day”** means a calendar day beginning and ending at mid-night.
- xix. **“Week”** means seven consecutive calendar days
- xx. **“Month”** means the one Calendar month.
- xxi. **“Site”** means the waterway and / or other places through which the services are to be executed.
- xxii. **“Vessel”** means the vessel / craft belonging to the Consultant for carrying out the work.
- xxiii. **“Drawings”** means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- xxiv. **“Urgent Services”** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- xxv. **“Work / services”** means work / services to be executed in accordance with the contract. **Services”** means the consultancy services to be performed by the Consultant under this Contract, including surveys, investigations, feasibility assessment, engineering studies, preparation of designs, drawings, cost estimates, DPRs, tender documentation and other deliverables specified in the ToR. ..
- xxvi. **“Schedules”** referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- xxvii. **“District specifications”** mean the specifications followed by the State Government in the area where the work is to be executed.
- xxviii. **“Tendered value”** means the value of the entire work as stipulated in the letter of award.

- xxix. “Consultant’s **Representative**” means the person named by **Representative** the Consultant in the Contract or appointed from time to time by the Consultant, who acts on behalf of the Consultant.
- xxx. “**Employer’s Personnel**” means the Engineer, the assistants **Personnel** and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Consultant, by the Employer or the Engineer, as Employer’s Personnel.
- xxxi. “Consultant’s **Personnel**” means the Consultant ‘s **Personnel Representative** and all personnel whom the Consultant utilizes on Website, who may include the staff, labour and other employees of the Consultant and of each Sub Consultant; and any other personnel assisting the Consultant in the execution of the services.
- xxxii. “**Sub Consultant**” means any person named in the Contract as a Sub Consultant for a part of the Services or any person to whom a part of the Services has been subcontracted by the Consultant with the consent of the EIC and the legal successors in title to such person, but not any assignee of any such person
- xxxiii. “**Contract**” means the Contract Agreement, the Letter of Award, the Form of Tender, the Conditions (GCC & SCC), the ToR, the Specifications, the Drawings, and further documents (if any) which are listed in the Contract Agreement or in the Letter of Award.
- xxxiv. “**Specification**” means the technical specifications and special conditions of the Services included in the Contract and any modification thereof or addition thereto made or submitted by the Consultant and approved by the Engineer.
- xxxv. “**Party**” means either the Employer or the Consultant as the case may be and “parties” means both of them.
- xxxvi. “**Commencement Date**” means the date notified under **Date** clause 8.1.
- xxxvii. “**Time for Completion**” means the time for completing the **Completion** execution of and passing the Tests on Completion of the Services or any Section or part thereof as stated in the Contract (or as extended under Clause 8.6) calculated from the Commencement Date.
- xxxviii. “**Day**” means a calendar day and “Year” means 365 days.
- xxxix. “**GCC**” means the General Conditions of Contract.
- xl. “**SCC**” means the Special Conditions of Contract.
- xli. “**Work Order**” means a letter from the Authority conveying the acceptance of the tender / offer subject to such reservations as may have been stated therein.
- xlii. “**Letter of Award**” means the formal letter issued by the Employer to successful bidder to notify award of contract and shall specify including other terms and conditions, total

contract price in consideration of execution & completion of services and the remedying of any defect therein by the Consultant in accordance with the terms and conditions of the contract.

- xl.iii. **“Bill of Quantities”** means the priced and completed bill of quantities forming part of the Tender.
- xl.iv. **“Tests on Completion”** means the tests specified in the **Completion** Contract or otherwise agreed by the Engineer and the Consultant which are to be made by the Consultant before the Services or any Section or part thereof are taken over by the Employer.
- xl.v. **“Taking-Over Certificate”** means a certificate issued on total **Certificate** completion of work.
- xl.vi. **“Contract Price”** means the price as specified in the letter of award subject to additions and adjustments thereto or deductions therefrom as may be made pursuant to the contract.
- xl.vii. **“Cost”** means all expenditure reasonably incurred (or to be incurred) by the Consultant, whether on or off the Website, including overhead and similar charges, but does not include profit.
- xl.viii. **“Accepted contract Amount”** means the amount accepted **contract Amount** in the Letter of Award for the execution and completion of the Services including remedying of any defects.
- xl.ix. **“Final Payment Certificate”** means the payment certificate issued under Sub-Clause 15.10
 - 1. **“Goods”** means Consultant ‘s Equipment, Materials, Plant and Temporary Services, or any of them as appropriate.
 - li. **“Consultant’s Equipment”** means all apparatus, machinery, **Equipment** vehicles and other things required for the execution and completion of the services and the remedying of any defects However, Consultant ‘s Equipment excludes Temporary Services, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Services.
 - lii. **“Site”** means the places where the Permanent Services are to be executed and to which Plant and materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
 - liii. **“Permanent Services”** means the permanent services to be **Services** executed by the Consultant under the Contract.
 - liv. **“Completion of Services”** means satisfactory completion and acceptance of all Services and Deliverables specified in the ToR, including incorporation of all comments/observations of the Employer/Engineer and submission of the Final DPR and associated final documents.

- liv. **“Temporary Services”** means all temporary services of every kind **Services** (other than Consultant ‘s Equipment) required on Site for the execution and completion of the Permanent Services and the remedying of any defects.
- lv. **“Applicable Law”** means the laws and any other instruments having the force of law in India for the time being.
- lvi. **“Approval”** means consent by the employer in writing.

1.2. Interpretations

- 1.2.1. Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 1.2.2. Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.
- 1.2.3. Wherever in the Contract, provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

1.3. Law and Language

The Contract shall be governed by the law of the country (Indian Law).

The language for communications shall be English as stated in SCC.

1.4. Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Contract Agreement (if completed),
- b) The Letter of Award/ Firm work order
- c) Special conditions of contract
- d) The priced Bill of Quantities
- e) General conditions of contract
- f) The Drawings and Annexures.

g) The Technical Specification

h) Post bid correspondences and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the EMPLOYER / ENGINEER shall be the sole authority to issue any necessary clarification or instruction in this regard.

1.5. Contract Agreement

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 mission of Letter of Intent for JV / Consortium) 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 Letter of Award.

For Joint Venture Bidder, the Parties shall enter into a Contract Agreement within 45 days after the issue of the Letter of Award & for single entity Bidder, the Party shall enter into a Contract Agreement within 30 days after the issue of the Letter of Award. The Contract Agreement shall be in the format annexed to the bid. 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 Bidder.

1.6. Assignment / sub-contracting

The Consultant shall not assign, transfer or subcontract the whole or any part of the Services except specialized services requiring specialized expertise without the prior written approval of the Employer. Such approval shall not relieve the Consultant of any obligation, responsibility or liability under the Contract. The Consultant shall remain fully responsible for the acts, omissions and performance of all approved Sub-consultants.

1.7. Employer's Use of Consultant's Documents

- a) The Specifications and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, four copies of the Contract and of each subsequent Drawing shall be supplied to the Consultant, who may make or request further copies at the cost of the Consultant. Each of the Consultant's Documents shall be in the custody and care of the Consultant, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Consultant shall supply to the EMPLOYER / ENGINEER six copies of each of the Consultant's Documents
- b) The Consultant shall keep on the Site, a copy of the Contract, publications named in the Specification, the Consultant's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times. If a Party becomes aware of an error or defect of a technical nature in a document, which was prepared for use in executing the Services, the Party shall promptly give notice to the other Party of such error or defect.

- c) As between the Parties, the Consultant shall retain the copyright and other intellectual property rights in the Consultant's Documents and other project documents made by/or on behalf of the Consultant. The Consultant shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free Licence to copy, use and Communicate the Consultant's Documents, including making and using modifications of them for the same work or other services under IWAI.

This License shall:

- 1) Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Services,
- 2) Entitle any person in authorized possession of the relevant part of the Services to copy, use and communicate the Consultant's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Services,
- 3) In the case of Consultant's Documents, which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Consultant.

The Consultant's Documents and other design documents made by (or on behalf of) the Consultant shall not, without the Consultant's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.8. Consultant's use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Consultant may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Consultant, except as necessary for the purposes of the Contract.

1.9. Disclosure of Confidential Details

The Consultant shall maintain strict confidentiality of all reports, drawings, designs, surveys, data, documents and information obtained during execution of the Services and shall not disclose the same to any third party without prior written approval of the Employer except where disclosure is required under applicable law.

1.10. Compliance with Laws

- 1.11. The Consultant shall comply with all applicable Central and State Acts, Rules,

Regulations, Notifications, Guidelines and statutory requirements in force during execution of the Contract and shall obtain all approvals, permissions and registrations required for performance of the Services unless specifically assigned to the Employer under the Contract.

Unless otherwise:

- a) The Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent services, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Consultant harmless against and from the consequences of any failure to do so; and
- b) the Consultant shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals for his equipment and manpower as required by the Laws in relation to the execution and completion of the Services and the remedying of any defects; and the Consultant shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

1.12. Joint and Several Liability

If the Consultant constitutes (under applicable Laws) a joint venture, 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;
- c) The Consultant shall not alter its composition or legal status without the prior consent of the Employer.

1.13. Contract Details to be Confidential

The Consultant shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Consultant shall not publish, permit to be published or disclose any particulars of the services in any trade or technical paper or elsewhere without written approval of the Employer.

2. Employer

2.1. Employer's responsibility

The Employer shall carry out work on the Site with his own workmen, in respect of such work:

- (a) have full regard to the safety of all persons entitled to be upon the Site, and
- (b) keep the Site in an orderly state appropriate to the avoidance of danger to such

persons.

If under Clause 4.29 and 4.30 the Employer shall employ other consultants on the Site, he shall require them to have the same regard for safety and avoidance of danger.

2.2. Employer's Risks

The Employer's risks are, in so far as they directly affect the execution of the Services in the country where the permanent services are to be executed:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) ionizing radiations, or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (e) riot, commotion or disorder, unless solely restricted to employees of the Consultant or of his Subconsultants and arising from the conduct of the Services,
- (f) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Services, except as may be provided for in the Contract,
- (g) loss or damage to the extent that it is due to the design of the Services, other than any part of the design provided by the Consultant or for which the Consultant is responsible, and
- (h) any operation of the forces of nature (insofar as it occurs on the Site) that an experienced consultant:
- (i) could not have reasonably foreseen, or
 - (a) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (b) prevent loss or damage to physical property from occurring by taking appropriate measures (or) insure against such loss or damage.

2.3. Right of Access to the Site

The Employer shall give the Consultant right of access to and possession of, all parts of the Site within the time (or times) stated in the SCC. The right and possession may not be exclusive to the Consultant. If, under the Contract, the Employer is required to give (to the Consultant) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such

right or possession until the Performance Security has been received.

If no such time is stated in the SCC, the Employer shall give the Consultant right of access to, and possession of, the Site within such times as may be required to enable the Consultant to proceed in accordance with the programme submitted. The same shall be handed over to the Employer.

If the Consultant suffers delay and / or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Consultant shall give notice to the EMPLOYER/ ENGINEER and shall be entitled to

- a. an extension of time for any such delay, if completion is or will be delayed
- b. Payment of any such Cost-plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the EMPLOYER / ENGINEER shall proceed to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Consultant, including an error in, or delay in the submission of, any of the Consultant's Documents, the Consultant shall not be entitled to such extension of time Cost or profit.

2.4. Permits, Licenses or Approvals

The Employer shall (where he is in a position to do so) provide reasonable assistance to facilitate the Consultant at the request of the Consultant but without holding any liability to do so towards the consultant:

- a. by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available;
- b. for the Consultant's applications for any permits, Licences or approvals required by the Laws of the Country;
- c. for the delivery of Goods, including clearance through customs; and
- d. for the export of Consultants Equipment when it is removed from the Site.

All cost related to obtaining of such permits, licenses and approvals shall be borne by the consultant.

2.5. Employer's Claims

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, the Employer or the Employer shall give notice and particulars to the Consultant. However, notice is not required for payments due. The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim.

The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and / or extension to which the Employer considers himself to be entitled in connection with the Contract. Employer shall then proceed in accordance with the amount (if any) which the Employer is entitled to be paid by the Consultant. This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Consultant.

3. Engineer / Engineer-in-charge / EIC

3.1 Engineer's Duties and Authority

The Employer shall appoint the Engineer who shall carry out duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out his duties. The Engineer shall have no authority to amend the Contract. The Engineer shall have the following roles and responsibilities.

3.1.1 The Engineer shall carry out the duties specified in the Contract.

3.1.2 The Engineer may exercise the authority specified in or necessarily to be implied from the Contract. However, he should obtain the specific approval of the Employer before exercising any such authority; particulars of such requirements are as follows:-

- 3.1.2.1 consenting to the sub-contracting of any part of the Services under Clause 5;
- 3.1.2.2 certifying additional cost determined under Clause 4.7;
- 3.1.2.3 determining an extension of time under sub clause 8.6, 8.7 and 8.8 of Clause 8;
- 3.1.2.4 issuing a variation under sub clause 13.1 and 13.2 of clause 13, except:
 - (i) in an emergency situation, as reasonably determined by the Engineer; or
 - (ii) if such variation would increase or decrease the quantity of work & allied items by less than the percentage permitted as per SCC or;
- 3.1.2.5 Fixing rates or prices under sub clause 13.3, 13.4 and 13.5 of clause 13. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.
- 3.1.2.6 Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Consultant of any of his obligations under the Contract.

3.2 Engineer's Representative

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 3.3.

3.3 Engineer's Authority to Delegate

Any communication given by the Engineer's Representative to the Consultant in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:

- (a) Any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof, and
- (b) If the Consultant questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

3.4 Appointment of Assistants

The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties under Sub Clause 3.2. He shall notify to the Consultant the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Consultant save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

3.5 Instructions in Writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Consultant shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Consultant, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

3.6 Engineer to Act Impartially

Wherever, under the Contract, the Engineer is required to exercise his discretion by:

- (a) Giving his decision, opinion or consent,
- (b) Expressing his satisfaction or approval,

- (c) Determining value, or
- (d) Otherwise taking action which may affect the rights and obligations of the Employer or the Consultant

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 16.3.1.

3.7 Engineer at liberty to object

The Engineer shall be at liberty to object to and require the Consultant to remove forthwith from the Services any person provided by the Consultant who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Services without the consent of the Engineer. Any person so removed from the Services shall be replaced as soon as possible.

4. Consultant

4.1. Consultant's General Responsibilities

The Consultant shall, with due professional skill, care and diligence, carry out and complete the Services in accordance with the Contract and the Terms of Reference, including all requisite surveys, investigations, feasibility assessments, designs, drawings, specifications, cost estimates, DPRs, tender documents, risk assessments and implementation plans.

The Consultant shall be responsible for the adequacy, accuracy, completeness, consistency and professional quality of all data, surveys, investigations, designs, drawings, specifications, BoQs, cost estimates, reports, recommendations and other deliverables prepared under the Contract. The Consultant shall independently verify all critical project inputs and undertake such additional investigations as may reasonably be necessary for preparation of a complete and technically sound DPR.

The Consultant shall promptly notify the Engineer/Employer of any error, omission, discrepancy, deficiency or material risk identified in the data, investigations, designs, specifications or other project inputs and shall provide appropriate recommendations for its resolution.

Responsibility for Errors, Omissions and Deficiencies in DPR: The Consultant shall, at its own cost, promptly rectify any material error, omission, inconsistency or deficiency in the DPR, designs, drawings, specifications, BoQs, cost estimates or other deliverables attributable to inadequate investigation, professional error or failure to exercise the required skill, care and diligence. Such rectification shall include carrying out necessary revisions, additional calculations, investigations or technical submissions as required by the Engineer/Employer.

4.2. Site Operations

The Consultant shall perform the Services with due professional skill, care, diligence and competence and shall be responsible for the adequacy, accuracy, completeness and professional quality of all surveys, investigations, designs, drawings, specifications, BoQs, cost estimates, construction methodology, implementation schedules and other deliverables prepared under the Contract.

The Consultant shall undertake all necessary site investigations and field verification and shall ensure that the proposed RCC Community Jetties and associated infrastructure are technically feasible, safe, durable, economical and constructible, taking into account hydrographic, hydrological, geotechnical, environmental, river morphology, flood/monsoon, access, logistics and other site-specific conditions.

The Consultant shall identify all foreseeable construction constraints, risks and requirements and incorporate appropriate mitigation measures in the DPR. Any material omission, error or inadequacy in surveys, designs, quantities, cost estimates, construction methodology or implementation planning attributable to inadequate investigation or failure to exercise due professional care shall be rectified by the Consultant at no additional cost to IWAI.

The Consultant shall ensure consistency and coordination among all surveys, designs, drawings, specifications, BoQs, estimates and other DPR components and shall promptly bring to the notice of IWAI any material technical, safety, environmental, cost, constructability or schedule risk, together with appropriate mitigation measures.

The Consultant shall not be responsible for the Contractor's actual means, methods, techniques, sequences, temporary services, plant, equipment, labour or day-to-day site operations, except to the extent expressly included in the Consultant's scope or arising from any error, omission or deficiency in the Consultant's Services.

Any review, comment or approval by IWAI/Employer shall not relieve the Consultant of its responsibility for the professional adequacy, accuracy, completeness and coordination of its deliverable

This Clause shall be read with the Consultant's Obligations under the ToR, including surveys, investigations, FEED, cost estimation, tender documentation, risk assessment and implementation planning. In case of inconsistency, the higher standard of professional diligence and responsibility applicable to the Consultant shall prevail, to the extent legally permissible

4.3. Contract Agreement

- 4.3.1. The Consultant shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Employer, in the form annexed to these Conditions with such modification as may be necessary. The Parties shall enter into a Contract Agreement within 45 days after the date of issue of the Letter of Award.
- 4.3.2. The Consultant shall be furnished free of charge certified true copy of the contract document.
- 4.3.3. A copy of the Contract Document furnished to the Consultant as aforesaid shall be kept by the Consultant on the Site in good condition and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 4.3.4. None of these Documents shall be used by the Consultant for any purpose other than that of this contract.

4.4. Performance Bank Guarantee and Security Deposit

4.4.1 Performance Bank Guarantee

- i. The bidder/consultant (including MSME) shall be required to deposit an amount equal to 5% of the awarded value of the work as Performance Guarantee in the form of Insurance Surety Bond, Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank (including e-Bank Guarantee) from a Commercial Bank or online payment with validity of 180 days beyond the contract period / the date of completion of all contractual obligation as per GCC (includes defect liability period, if any) within 21 days after issue of the work order (LoA). In case the time for completion gets extended, the bidder/consultant shall extend the validity of the performance guarantee to cover such extended time of the work. After issuance of the completion certificate for the work by EIC, the performance guarantee shall be returned to the consultant without any interest
- ii. **Additional Performance Guarantee (APG):** For bids having financial quote up to $\pm 10\%$ of the estimated contract value, no additional performance security is required. But for bids having financial quote below / above 10% of the estimated cost put to tender, the bidder is liable to provide additional Performance BG which would be communicated in LOA; to be calculated as mentioned below:

Consider E = Estimated cost put to tender, Q- Quoted Price of the bidder;

For Q being within $\pm 10\%$ of E, no APG required

For Q being below 10% of E

$$APG = \{[(E-Q)/E] \times 100 - 10\} \% \times E,$$

For Q being above 10% of E

$$APG = \{[(Q-E)/E] \times 100 - 10\} \% \times E,$$

- iii. The additional BG defined herein shall be over and above the performance security and shall be returned after issuance of completion certificate by EIC. The additional performance bank guarantee shall be valid 06 (six) month beyond the completion of work. However, non-furnishing of additional BG within the stipulated time of LOA shall be treated as default and consequently, the bid shall be cancelled with forfeiture of EMD.

4.4.2 Security Deposit

- i. A sum @ 10% of the gross amount of each milestone payment, shall be deducted from each bill raised against completed milestone/s by the bidder/consultant till the sum along with the sum already deposited as the EMD will amount to security deposit of 5% of the contract value of work. Bank guarantee will not be accepted as security deposit.
- ii. The total security deposit shall remain with IWAI till the defect liability period is over, or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the consultant.
- iii. No interest will be paid on security deposit and performance guarantee.
- iv. 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 furnished by the Consultant.
- v. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the Security Deposit 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.
- vi. In case of delay in the progress of work, the employer shall issue to the Consultant a memo in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or 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.
- vii. 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 the interest arising there from 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 being reduced by reasons of such deductions or sale, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

4.5. Inspection of Site

The Employer shall have made available to the Consultant, before the submission by the Consultant of the Tender, such available data on land records, Maps etc. as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Services but

the Consultant shall be responsible for his own interpretation thereof.

The Consultant acknowledges that it has inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- a) The form and nature thereof, including the sub-surface conditions,
- b) The extent and nature of work and materials necessary for the execution and completion of the services and the remedying of any defects therein, and
- c) The means of access to the site and the accommodation he may require,
- d) Power, water, fuel and other supplies he may require
- e) The infrastructure for transportation of men and material along the project corridor
- f) Market rates of the items in the working country
- g) Medical facilities and General safety & security of project area.
- h) The Laws, procedures and labour practices of the Country and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender. The Consultant shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

4.6. Sufficiency of Tender

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies) and all matters and things necessary for the proper execution and completion of the Services and the remedying of any defects therein.

4.7. Unforeseeable Physical Obstructions or Conditions

If, however, during the execution of the Services, the Consultant encounters physical obstructions or physical conditions, other than climatic, sea, river, dams & reservoir conditions on the Site, such obstructions or conditions were, in his opinion, not foreseeable by an experienced consultant, the Consultant shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced consultant, after due consultation with the Employer and the Consultant, determine

- a. Any extension of time to which the Consultant is entitled under sub clause 8.6, 8.7 and 8.8 of clause 8, and

- b. The amount of any costs which may have been incurred by the Consultant by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Consultant accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Consultant in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Consultant may take in the absence of specific instructions from the Engineer.

4.8 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Consultant shall execute and complete the Services and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Consultant shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Services. The Consultant shall take instructions only from the Engineer (or his Representatives or Assistants).

4.9 Consultant's Programme

- 4.9.1 The Consultant shall, within the time stated in the SCC, after the date of issue of the Letter of Award, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Services. The Consultant shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Consultant proposes to adopt for the execution of the Services.

4.9.2 Revised Programme

If at any time it should appear to the Engineer that the actual progress of the Services does not conform to the programme to which consent has been given under Sub Clause 4.9.1, the Consultant shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Services within the Time for Completion.

4.9.3 Cash Flow Estimate to be submitted (DELETED)

~~The Consultant shall, within the period specified in the SCC following the signing of the Agreement, within 21 days of signing the Agreement shall submit to the Engineer for information a cash flow estimate indicating the anticipated payments under the Contract, aligned with the approved work programme, milestones and payment schedule. The Consultant shall submit a revised cash flow estimate whenever there is a material change in the work programme or payment schedule, as required by the Engineer.~~

4.9.4 Consultant not relieved of Duties or Responsibilities

The submission to and consent by the Engineer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Consultant of any of his duties or responsibilities under the Contract.

4.10 Consultant's Responsibility for Performance of Services

. The Consultant shall provide all professional, technical, managerial, and coordination inputs necessary for the satisfactory completion of the services under this Contract, including surveys, investigations, studies, planning, engineering designs, statutory clearances, preparation of the Detailed Project Report (DPR), cost estimates, tender documentation, and other deliverables specified in the Terms of Reference (ToR).

The present assignment is limited to consultancy services for preparation of the DPR and related deliverables. Construction supervision, Project Management Consultancy (PMC), site supervision, quality control during construction, and superintendence of execution of services are not included within the scope of this Contract. Further, for avoidance of doubt, it is clarified that the Contract is solely for consultancy services for preparation of DPRs and associated studies. It does not include construction, construction supervision, project management consultancy, quality control during construction or execution of the proposed RCC Community Jetties.”

The Consultant shall deploy suitably qualified and experienced personnel for carrying out the consultancy services and shall ensure timely completion of all deliverables in accordance with the requirements of the Contract and the ToR.

4.11 Consultant's Employees

The Consultant shall provide suitably qualified, experienced and competent professional and technical personnel, surveyors, investigators and other supporting staff as necessary for the proper and timely performance of the Services, including surveys, field investigations, feasibility assessment, engineering studies, preparation of designs, drawings, cost estimates, DPRs and other deliverables specified in the ToR.

The Consultant shall ensure that the personnel deployed possess appropriate qualifications, experience and expertise for the respective activities and shall provide all necessary instruments, equipment and resources required for carrying out the surveys, investigations and other Services in accordance with the Contract and applicable standards.

The Consultant shall be responsible for:

The Consultant shall be responsible for the accuracy, adequacy and completeness of all surveys, investigations, measurements, field data and technical information collected or generated by the Consultant in connection with the Services, including hydrographic, topographic, geotechnical, GIS and other investigations specified in the ToR.

The Consultant shall independently verify all critical project inputs and shall ensure that the survey and investigation data are appropriately incorporated into the feasibility assessment, engineering designs, drawings, quantities, cost estimates and DPR. Any discrepancy, error, omission or deficiency identified in such data or in the resulting deliverables shall be promptly brought to the attention of the Engineer/Employer and rectified by the Consultant at no additional cost to IWAI.

Any review, checking or acceptance of survey data, investigations or deliverables by the

Engineer/Employer shall not relieve the Consultant of its responsibility for their accuracy, adequacy and professional quality.

The Consultant shall maintain proper records of all surveys, investigations, measurements, observations, field notes, photographs, test results and supporting data and shall submit the same to IWAI as part of the deliverables in accordance with the ToR.

4.12 Safety and Security

The Consultant shall, throughout the performance of the Services:

- ensure the safety and security of its personnel, survey teams, investigators and other persons engaged by it during site visits, surveys, investigations and other field activities, and comply with all applicable safety requirements and statutory provisions;
- provide and maintain, at its own cost, all necessary personal protective equipment, safety equipment, warning signs, lighting and other safety measures required for carrying out its field activities safely;
- exercise due care to avoid causing danger, obstruction or inconvenience to the public, local communities, navigation and other persons or activities during surveys, investigations and site visits; and
- promptly notify the Engineer/Employer of any significant safety hazard or security risk identified during the performance of the Services and recommend appropriate mitigation measures.

The Consultant shall not be responsible for the safety, security or day-to-day operations of construction activities or construction sites, except to the extent expressly included in its scope or arising from its own acts, omissions or failure to exercise due professional care.

4.13 Electricity, Water and Gas

The Consultant shall be responsible for the provision of all power, water and other services he may require for his execution of the Services.

4.14 Protection of the Environment

The Consultant shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Consultant shall ensure that emissions, surface discharges and effluent from the Consultant's activities shall not exceed the permissible / acceptable values and shall not exceed the values prescribed by applicable Laws. The Consultant is required to establish and operate all activities with deployment of a suitable and qualified personnel (Environment & Safety Officer) a system for monitoring the environmental factors that may be directly impacted by

the Services and make available such records for inspection of Engineer or duly authorized representatives of government of the country in which Services are executed as and when so required.

In addition of EMP formulated by IWAI, the civil work consultant shall also prepare a project specific EMP during construction stage as per actual site conditions as referred in Para 9 of SCC.

4.15 Care of Services

The Consultant shall be responsible for the proper care, custody and protection of all survey data, records, drawings, samples and other documents generated or collected during the Services until their submission to the Employer.

Any loss or damage attributable to the Consultant's negligence or failure to exercise due professional care shall be rectified or reproduced by the Consultant at its own cost.

4.16 Responsibility to Rectify Loss or Damage

The Consultant shall be responsible for any loss or damage to survey data, records, documents, samples or other deliverables generated or collected by the Consultant during the performance of the Services, to the extent caused by its negligence or failure to exercise due professional care.

The Consultant shall, at its own cost, promptly restore, reproduce or replace any such data, records or deliverables so as to meet the requirements of the Contract.

4.17 Compliance with Statutes, Regulations

The Consultant shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or byelaw of any local or other duly constituted authority in relation to the execution and completion of the Services and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Services, and the Consultant shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Services to proceed and shall indemnify the Consultant in accordance with Sub-Clause 20.7.

4.18 Fossils

The Consultant shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging all fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site. The Consultant immediately upon discovery thereof and before removal, acquaint the Engineer of

such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Consultant suffers delay and / or incurs costs then the Engineer shall, after due consultation with the Employer and the Consultant, determine:

- (a) any extension of time to which the Consultant is entitled under sub clause 8.6, 8.7 and 8.8 of clause 8, and the amount of such costs, which shall be added to the Contract Price, and shall notify the Consultant accordingly, with a copy to the Employer.

4.19 Patent Rights

The Consultant shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Consultant's Equipment, materials or Plant used for or in connection with or for incorporation in the Services and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

4.20 Copy Right

The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Consultant herein shall remain vested in the Consultant or, if they are furnished to the Employer directly or through the Consultant by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third-party indemnity of the employer.

4.21 Royalties

Except where otherwise stated, the Consultant shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Services as per governing laws.

4.22 Interference with Traffic and Adjoining Properties

All operations necessary for the execution and completion of the Services and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Consultant shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Consultant is responsible therefor.

4.23 Avoidance of Damage to Roads and navigational aids, temporary structure / permanent structure.

The Consultant shall use every reasonable means to prevent any of the roads or bridge jetties, wharfs or river channels, temporary berths for inland vessels, communicating with or on the routes to the Site from being damaged or injured by any traffic of the Consultant or any of his Subconsultants and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Consultant's Equipment or Temporary Services from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges or other structures. However, if any claim arises regarding damage, maintenance / repairs / reconstruction / replacement would be consultant's liability.

4.24 Transport of Consultant's Equipment or Temporary Services

Save in so far as the Contract otherwise provides, the Consultant shall be responsible for and shall pay the cost of strengthening any bridges, jetties, wharfs, dams or altering or improving any road or river channels / reservoirs, temporary berths for inland vessels, communicating with or on the routes to the Site to facilitate the movement of Consultant's Equipment or Temporary Services and the Consultant shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge or other structures caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage, the costs of which are deemed to be included in the contract price. The Consultant shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Services

4.25 Transport of Materials or Plant

If, notwithstanding Sub-Clause 4.25, any damage occurs to any bridge or road or structure jetties, wharfs, dams or river channels / reservoir, temporary berths for communicating with or on the routes to the Site arising from the transport of materials or Plant, the Consultant shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. In such cases the Consultant shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Employer in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Consultant to observe and perform his obligations under Sub-Clause 4.25, and the Consultant fails to take adequate steps to settle any claims arising, the Engineer will be at liberty to negotiate with such claimant and pay for damages which shall be recoverable from the Consultant by the Employer and may be deducted by the Employer from any monies due or to become due to the Consultant and the Engineer shall notify the Consultant accordingly, with a copy to the Employer. The Consultant shall give the Employer not less than 21 days' notice of the date on which any Equipment, Plant or a major item of other Goods will be delivered to the Site;

4.26 Waterborne Traffic

Where the nature of the Services is such as to require the use by the Consultant of waterborne transport, the foregoing provisions of this Clause shall be construed as though “road” included a lock, dock, sea wall or other structure related to a waterway and “vehicle” included craft and shall have effect accordingly.

4.27 Opportunities for Other Consultants

The Consultant shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

- (a) any other consultants employed by the Employer and their workmen
- (b) the workmen of the Employer, and
- (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Services.
- (d) Facilities for Other Consultants

If however, pursuant to Sub-Clause 4.29 the Consultant shall, on the written request of the Engineer:

- (a) make available to any such other consultant, or to the Employer or any such authority, any roads or ways for the maintenance of which the Consultant is responsible,
- (b) permit the use, by any such, of Temporary Services or Consultant’s Equipment on the Site, or
- (c) provide any other service of whatsoever nature for any such, the Engineer shall determine an addition to the Contract Price in accordance with Clauses 13.3, 13.4 and 13.5 and shall notify the Consultant accordingly, with a copy to the Employer.

4.28 Consultant to Keep Site Clear

During the execution of the Services the Consultant shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose off any Consultant’s Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Services no longer required.

4.29 Clearance of Site on Completion

Upon completion of the Services, the Consultant shall remove, at its own cost, its temporary facilities, equipment, materials and other items brought to the Site for surveys or investigations, and shall leave the Site in a clean and orderly condition.

The Consultant shall also hand over to the Employer all survey data, records, samples, drawings, photographs and other project documents and materials generated or collected under the Contract, in accordance with the ToR

4.30 Language Ability of Superintending Staff

A reasonable proportion of the Consultant's superintending staff shall have a working knowledge of the local language of the Site and English language, or the Consultant shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.

(d) Employment of Local Personnel

The Consultant is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the country of the Employer and the country/place where the Work is executed.

(e) Boreholes and Exploratory Excavation

In respect of Services which the Consultant is required to design, prepare drawings, engineer and construct to the requirements of Employer, any boreholes or exploratory excavation that may be required to be undertaken before commencement or during execution of Services will have to be carried out by the Consultant at no extra cost.

4.31 Consultant's Equipment, Temporary Services and Materials

4.31.1 Consultant's Equipment, Temporary Services and Materials; Exclusive Use for the Services

All Consultant's Equipment, Temporary Services and materials provided by the Consultant shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Services and the Consultant shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles, floating crafts engaged in transportation of staff, labour, Consultant's Equipment, Temporary Services, Plant or materials to or from the Site.

4.31.2 Employer not Liable for Damage

The Employer shall not at any time be liable, as mentioned in Clauses 2.2, 4.16, 4.17, 4.18 and 14, for the loss of or damage to any of the said Consultant's Equipment, Temporary Services or materials.

4.31.3 Customs Clearance

The Employer will use his best endeavours in assisting the Consultant, where required, in obtaining clearance through the Customs of Consultant's Equipment, materials and other things required for the Services. The provisions contained in the Framework Agreement shall apply.

4.31.4 Re-export of Consultant's Equipment

In respect of any Consultant's Equipment which the Consultant has imported for the purposes of the Services, the Employer will use his best endeavours to assist the Consultant, where required, in procuring any necessary Government consent to the re-export of such Consultant's Equipment by the Consultant upon the removal thereof pursuant to the terms of the Contract and in accordance with the provisions contained in the Framework agreement.

4.31.5 Conditions of Hire of Consultant's Equipment

With a view to securing, in the event of termination under Clause 17, the continued availability, for the purpose of executing the Services, of any hired Consultant's Equipment, the Consultant shall not remove or withdraw any of such equipment, materials, temporary services or plant from the site without obtaining written permission to do so issued by the Engineer. Employer shall be entitled to permit the use thereof by any other consultant employed by him for the purpose of executing and completing the Services and remedying any defects therein, under the terms of the said Clause 18.

4.31.6 Costs for the Purpose of Clause 18

Where any Services or deliverables are found to be incomplete or deficient due to the Consultant's failure to comply with the Contract, the Consultant shall, upon notice by the Engineer, rectify or complete the same at its own cost within the specified time. Any additional cost reasonably incurred by the Employer due to such failure shall be recoverable from the Consultant, subject to the Contract.

4.31.7 Incorporation of Clause in Subcontracts

The Consultant shall, where entering into any subcontract for the execution of any part of the Specialized Services, incorporate in such subcontract (by reference or otherwise) in relation to Consultant's Equipment, Temporary Services or materials brought on to the Site by the Subconsultant and employer shall be kept indemnified against any claim arising out of such subconsultant.

4.32 Co-operation

The Consultant shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- a) the Employer's Personnel,
- a) any other consultants employed by the Employer, and
- b) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Consultant to incur Unforeseeable Cost. Services for these personnel and other consultants may include the use of Consultant's Equipment, Temporary Services or access arrangements, which are the responsibility of the Consultant.

If, under the Contract, the Employer is required to give to the Consultant possession of any foundation, structure, plant or means of access in accordance with Consultant's Documents, the Consultant shall submit such documents to the EMPLOYER / ENGINEER in the time and manner stated in the Specification.

5. Assignment and Subcontracting

5.1 Assignment of Contract

The Consultant shall not, without the prior consent of the Employer (which consent shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder.

5.2 Subcontracting

The Consultant shall not subcontract the whole of the Services except where otherwise provided by the Contract, the Consultant shall not subcontract any part of the Services without the prior consent of the Employer conveyed through the Engineer. A subconsultant under the Contract must be a firm or person or entity that satisfy the relevant provisions of the Framework Agreement. Any such consent shall not relieve the Consultant from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subconsultant, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Consultant, his agents, servants or workmen. The work sub-contracted shall not be more than 15% of the contract value. If the Engineer gives his consent to the consultant to subcontract part of the work and the value of such work is more than 10% of the contract amount, the sub-consultant shall have to submit all relevant documents, as stipulated in ITB of this tender document which in turn shall be evaluated to check the capacity/capability of the proposed sub-consultant to execute the work assigned to him. Failing to do so, the Engineer may, at his discretion, reject consultant's claim to subcontract the work to such sub-consultant.

Provided that the Consultant shall not be required to obtain such consent for:

- (a) The provision of labour,
- (b) The purchase of materials which are in accordance with the standards specified in the Contract, or
- (c) The subcontracting of any part of the Services for which the Subconsultant is named in the original Contract.

In all other cases, the Consultant shall give the Employer not less than 14 days' notice of;

- (a) The intended appointment of the Subconsultant, with detailed particulars which shall include his relevant experience,
- (b) The intended commencement of the Subconsultant's work, and
- (c) The intended commencement of the Subconsultant's work on the site.

5.3 Assignment of Subconsultants' Obligations

In the event of a Subconsultant having undertaken towards the Consultant in respect of the work executed, or the goods, materials, Plant or services supplied by such Subconsultant, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Consultant shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

5.4 Nominated Subconsultants

5.4.1 Definition of "Nominated Subconsultants"

All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials, Plant or services included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, for the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subconsultants to the Consultant and are referred to in this Contract as "nominated Subconsultants".

5.4.2 Nominated Subconsultants; Objection to Nomination

The Consultant shall not be required by the Employer or the Engineer, or be deemed to be under any obligation, to employ any nominated Subconsultant against whom the Consultant may raise reasonable objection or who declines to enter into a subcontract with the Consultant containing provisions:

- (a) that in respect of the work, goods, materials, Plant or services the subject of the subcontract, the nominated Subconsultant will undertake towards the Consultant such obligations and liabilities as will enable the Consultant to discharge his own obligations and liabilities towards the Employer under the terms of the Contract and will save harmless and indemnify the Consultant from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and
- (b) that the nominated Subconsultant will keep harmless and indemnify the Consultant from and against any negligence by the nominated Subconsultant, his agents, workmen and servants and from and against any misuse by him or them of any Temporary Services provided by the Consultant for the purposes of the Contract and from all claims as aforesaid.

5.4.3 Design Requirements to be Expressly Stated (MAY BE DELETED)

If in connection with any services to be provided in relation to execution of Services include any matter of design or specification of any part of the Permanent Services or of any Plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Subcontract. The nominated Subcontract shall specify that the nominated Subconsultant providing such services will keep harmless and indemnify the

Consultant from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities.

5.4.4 Payments to Nominated Subconsultants

For all work executed or goods, materials, Plant or services supplied by any nominated Subconsultant, the Consultant shall be entitled to:

- (a) the actual price paid or due to be paid by the Consultant, on the instructions of the Engineer, and in accordance with the subcontract;
- (b) in respect of labour supplied by the Consultant, the sum, if any, entered in the Bill of Quantities or, if instructed by the Engineer pursuant to paragraph (a) of Sub-Clause 16.2.2, as may be determined in accordance with Clause 13.3, 13.4 and 13.5; and
- (c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Consultant against that item or, where no such provision has been made, at the rate inserted by the Consultant in the SCC and repeated where provision for such is made in a special item provided in the Bill of Quantities for such purpose.

5.4.5 Certification of Payments to Nominated Subconsultants

Before issuing, under Clause 15, any certificate, which includes any payment in respect of work done or goods, materials, Plant or services supplied by any nominated Subconsultant, the Engineer shall be entitled to demand from the Consultant reasonable proof that all payments, less retentions, included in previous certificates in respect of the work or goods, materials, Plant or services of such nominated Subconsultant have been paid or discharged by the Consultant. If the Consultant fails to supply such proof then, unless the Consultant:

- (a) satisfies the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments, and
- (b) produces to the Engineer reasonable proof that he has so informed such nominated Subconsultant in writing, the Employer shall be entitled to pay to such nominated Subconsultant direct, upon the certificate of the Engineer, all payments, less retentions, provided for in the nominated Subcontract, which the Consultant has failed to make to such nominated Subconsultant and to deduct by way of set-off the amount so paid by the Employer from any sums due or to become due from the Employer to the Consultant.

Provided that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall, in issuing any further certificate in favour of the Consultant, deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

6 Staff & Labour

6.1 Engagement of Staff and Labour

The Consultant shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. In engagement of labour, the provisions in that respect contained in the Framework Agreement shall be fully complied with by the Consultant.

6.2 Foreign staff, labour and Repatriation.

The Consultant may import to the country where Services are executed any personnel who are necessary for the execution of Services. The Consultant must ensure that these personnel are provided with the required residence visas and work permits. The Consultant shall be responsible for the return to the place where they were recruited or to their domicile of all such persons as he recruited and employed for the purposes of or in connection with the contract and he shall maintain such persons as are to be so returned in a suitable manner until they shall have left the site.

6.3 Housing for Labour

Save insofar as the contract otherwise provides, the Consultant shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses, fire prevention and fire-fighting equipment, air conditioning, cookers, refrigerators, furniture and other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps / housing provided by the Consultant shall be removed and the site reinstated to its original condition, all to the approval of the Engineer.

6.4 Health and Safety

Due precautions shall be taken by the consultant, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and store, sick bay and suitable ambulance service to the maximum extent the site conditions permit, are available at the camps, housing and on the Site at all times throughout the period of the contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

6.5 Measures against Insect and Pest Nuisance

The Consultant shall at all times take the necessary precautions to protect all staff and labour employed on the site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance occasioned by the same. The Consultant shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local

health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as frequently as necessary or as instructed by the Engineer. The consultant shall warn his staff and labour of the dangers of hazardous flora and fauna within the project area.

6.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the consultant shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

6.7 Arms and ammunition

The Consultant shall not give, barter or otherwise dispose of to any person, any arms or ammunitions of any kind, or allow Consultant's personnel to do so.

6.8 Fair Wages

The Consultant shall pay to labourer employed by him either directly or through subconsultants wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.

In respect of labour directly or indirectly employed in the services, the consultant shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Engineer. The Engineer shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.

The consultant shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-consultants. Equal wages are to be paid for both men and women if the nature of work is same and similar.

6.9 Return of Labour and Consultant's Equipment

The Consultant shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Consultant on the Site and such information respecting Consultant's Equipment as the Engineer may require.

6.10 Child labour

The consultant shall not engage children below the age of 14, directly or indirectly, for the execution of this contract. Consultant shall observe compliance to all the acts pertaining to child labour, health & safety and any other such laws existing in the Employers country. If at any time children below the age of 14 are found to be engaged, directly or indirectly, by the consultant or his representatives, the consultant shall face deduction of an amount of 1% of the amount from the bill submitted by the consultant after such discovery. This deduction shall be in addition of the penalties imposed by concerned regulatory bodies for practicing child labour.

6.11 Removal of Consultant's men

The consultant shall employ for the execution of the services only such persons who are skilled and experienced in their respective trades and Engineer-in-charge shall be at liberty to object and to ask the consultant to remove from the services any persons employed by the consultant for the execution of the services who, in the opinion of the EIC, misconduct themselves or are incompetent or negligent in the proper performance of their duties. The consultant shall forthwith comply with such requisition and such persons shall not be again employed upon the services without the written permission of the EIC. Any person so removed from the work shall be immediately replaced at the expense of the consultant by a qualified and competent substitute. Should the consultant be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

6.12 Replacement of Key Personnel

The replacement of the key personnel shall only be on health grounds of the individual or if the personnel cease to work for the consultant and is no longer an employee of the consultant. The consultant shall not replace any of the key personnel without the written consent of the Engineer-in-charge. In case Consultant engages in such activity i.e. replacement of key personnel without EICs consent, such action shall attract a deduction of 10% of the total amount from the running account bill. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.

6.13 Labour laws

The Consultant shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of services such as:

(a) Payment of Wages Act, 1936 (Amended)

- i. Minimum Wages Act, 1948 (Amended).
- ii. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iii. Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of

1976.

- iv. Employer's Liability Act 1938 (Amended)
- v. Maternity Benefit Act. 1961 (Amended)
- (b) The Industrial Employment (Standing orders) Act 1946 (Amended).
- (c) The Industrial Disputes Act. 1947 (Amended)
- vi. Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- vii. The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Consultant shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The list is indicative only, otherwise the consultant should be aware of all the Acts/Labour Laws and should follow diligently on the work. The consultant shall be fully and personally responsible for the violation of any Act/Labour Law.

7.0 Quality of Surveys, Investigations and Deliverables

All surveys, investigations, field measurements, tests, designs, drawings, specifications, BoQs, cost estimates, reports and other deliverables shall conform to the Contract, ToR, applicable codes and standards, and accepted professional practice.

The Consultant shall provide all necessary personnel, instruments, equipment, testing facilities and other resources required for carrying out the Services and shall ensure the accuracy, adequacy and reliability of the data and results generated by it.

7.1 Cost of Surveys, Samples and Tests

The cost of all surveys, investigations, sampling and tests expressly required under the ToR or reasonably necessary for proper performance of the Services shall be borne by the Consultant and shall be deemed included in the Contract Price.

Where any additional investigation or test is specifically instructed by the Engineer beyond the Consultant's contractual scope, its cost shall be dealt with in accordance with the relevant provisions of the Contract.

7.2 Review and Verification

The Engineer shall be entitled, at reasonable times, to review and verify the surveys, investigations, calculations, field data, designs, drawings and other deliverables prepared by the Consultant. Such review or verification shall not relieve the Consultant of its responsibility for the accuracy, adequacy, completeness and professional quality of its Services.

7.3 Inspection and Field Verification

The Consultant shall provide the Engineer reasonable access to locations where surveys, investigations, sampling or testing are being undertaken and shall provide all necessary assistance, records and supporting information for verification.

7.4 Independent Review or Testing

The Engineer may, where considered necessary, arrange for independent verification, inspection or testing of any survey, investigation, design or other technical deliverable. Such verification shall not relieve the Consultant of its contractual responsibilities.

7.5 Correction of Deficiencies

If any survey, investigation, calculation, design, drawing, specification, BoQ, estimate, report or other deliverable is found to be inaccurate, incomplete, inconsistent or otherwise deficient due to the Consultant's error, omission or failure to exercise due professional skill and care, the Consultant shall promptly rectify the same at its own cost.

7.6 Failure to Comply

If the Consultant fails to rectify any deficiency within the period specified by the Engineer, the Employer may, after notice to the Consultant, have the necessary work carried out by others, and the reasonable cost thereof shall be recoverable from the Consultant or deducted from any amount due or becoming due to the Consultant, subject to the Contract

8 Commencement delays and suspensions

8.1 Commencement of Services

The Consultant shall commence the Services within twenty-one (21) days from the date of issuance of the Letter of Award (LoA). Within this period, the Consultant shall complete all necessary mobilization activities, including deployment of the Key Personnel and support staff, establishment of the project office (where applicable), procurement of required equipment and resources, and submission of the Inception Report/Work Programme, if stipulated under the Contract. Thereafter, the Consultant shall carry out the Services with due diligence, professional skill, efficiency and expedition, and shall ensure timely completion of all obligations, milestones and deliverables in accordance with the Contract without unnecessary delay..

8.2 Possession of Site and Access Thereto

The Employer shall, within a reasonable time after issuance of the Letter of Award, provide the Consultant with access to the project locations, available records, reports, drawings, maps, survey data and other information relevant to the Assignment that are available with the Employer. The Employer shall also facilitate, wherever necessary, coordination with the concerned Central/State Government Departments, District Administrations, Local Bodies and other stakeholder agencies to enable the Consultant to undertake field surveys, investigations, stakeholder consultations and other activities required for preparation of the DPR.

The Consultant shall be responsible for planning and executing all surveys, investigations and

field activities in accordance with the approved work programme. Where access to any project location, land or relevant information is controlled by other Government agencies or private entities, the Employer shall extend reasonable assistance in obtaining the necessary permissions; however, the Consultant shall remain responsible for timely scheduling and execution of the Assignment. Any delay arising due to non-availability of access or information beyond the control of the Consultant shall be dealt with in accordance with the relevant provisions of the Contract.

8.3 Failure to Give Possession

If the Consultant suffers delay and/or incurs additional costs due to the Employer's failure to provide timely access to project locations, available data, records, reports, drawings, or to facilitate coordination with the concerned authorities in accordance with Sub-Clause 8.2, the Engineer shall, after due consultation with the Employer and the Consultant, determine:

- (a) any extension of time to which the Consultant is entitled under Sub-Clauses 8.6, 8.7 and 8.8; and
- (b) the reasonable additional costs, if any, incurred by the Consultant as a direct consequence of such delay, where such costs are admissible under the provisions of the Contract.

8.4 Rights of Way and Facilities

The Consultant shall bear all costs and charges for special or temporary rights of way required by him in connection with access to the Site. The Consultant shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Services

8.5 Time for Completion

The whole of the Services and, if applicable, any Section required to be completed within a particular time as stated in the SCC, shall be completed in accordance with the provisions of Clause 10, within the time stated in the SCC for the whole of the Services or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under sub clause 8.6, 8.7 and 8.8 of clause 8.

8.6 Extension of Time for Completion

In the event of:

- (a) Force majeure as per clause 26
- (b) the amount or nature of extra or additional work,
- (c) any cause of delay referred to in these Conditions,
- (d) exceptionally adverse climatic conditions,
- (e) any delay, impediment or prevention by the Employer, or
- (f) other special circumstances which may occur, other than through a default of or breach of contract by the Consultant or for which he is responsible, being such as fairly to entitle the

Consultant to an extension of the Time for Completion of the Services, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Consultant, determine the amount of such extension and shall notify the Consultant accordingly, with a copy to the Employer.

8.7 Consultant to Provide Notification and Detailed Particulars

Provided that the Engineer is not bound to make any determination unless the Consultant has

- (a) within 15 days after such event has first arisen notified the Engineer with a copy to the Employer, and
- (b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

8.8 Interim Determination of Extension

Provided also that where an event has a continuing effect such that it is not practicable for the Consultant to submit detailed particulars within the period of 28 days referred to in Sub-Clause 8.7 (b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Employer and the Consultant and shall notify the Consultant of the determination, with a copy to the Employer. No final review shall result in a decrease of any extension of time already determined by the Engineer.

8.9 Restriction on Working Hours

Subject to any provision to the contrary contained in the Contract, none of the Services shall, save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the consent of the Engineer. Provided that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by multiple shifts.

8.10 Progress Reports

Unless otherwise stated in the Contract, the Consultant shall submit monthly progress reports to the Engineer within 7 days after the end of each calendar month. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reporting shall continue until completion of all Services under the Contract.

Each progress report shall include:

- (a) progress of each activity and deliverable against the approved work programme, including surveys, investigations, feasibility assessment, engineering/design, preparation and submission of DPR, cost estimates, tender documents and other Services;

- (b) details of Consultant's key personnel deployed and field activities undertaken during the reporting period;
- (c) progress achieved during the month against the **one-month target**, together with the targets proposed for the ensuing month;
- (d) comparison of actual and planned progress, clearly identifying any slippage, its reasons and the **specific measures and revised programme proposed by the Consultant to recover the delay and achieve the approved completion schedule**;
- (e) details of any issues, constraints, risks, deviations, instructions, notices or matters requiring the attention or decision of the Engineer/Employer; and
- (f) photographs and other supporting information, wherever relevant, to substantiate the progress reported.

The Consultant shall promptly notify the Engineer of any matter likely to affect the timely completion of the Services and shall take appropriate corrective measures to mitigate and recover any delay attributable to the Consultant.

8.11 **Rate of Progress**

If for any reason, which does not entitle the Consultant to an extension of time, the rate of progress of the Services or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Consultant who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Consultant shall not be entitled to any additional payment for taking such steps.

8.12 **Liquidated Damages (LD) for Delay**

If the Consultant fails to complete the Services within the stipulated Time for Completion, the Consultant shall be liable to pay Liquidated Damages at the rate of **0.5% of the Contract Price per week of delay**, subject to a maximum of **10% of the Contract Price**. The Employer may recover such LD by deduction from any amount due or becoming due to the Consultant.

Payment or deduction of LD shall not relieve the Consultant of its obligation to complete the Services or of its other obligations under the Contract.

8.13 **Permanent deduction of Liquidated Damages**

Where the Consultant fails to complete the Services within the stipulated period, the Engineer-in-Charge (EIC) may grant an extension of time after considering the actual causes of delay. No LD shall be imposed for the period of delay attributable to the Employer, Force Majeure or other causes for which the Consultant is not responsible.

After determination of the admissible extension of time, the LD applicable for the remaining period of delay attributable to the Consultant shall be finally assessed and recovered from the

Consultant's dues, including the final payment.

The total LD shall not exceed **10% of the Contract Price.**

8.14 Suspension of Work

The Consultant shall, on the instructions of the Employer communicated by the Engineer suspend the progress of the Services or any part thereof for such time and in such manner as the

Engineer may consider necessary and shall, during such suspension, properly protect and secure the Services or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is:

- (a) otherwise provided for in the Contract,
- (b) necessary by reason of some default of or breach of contract by the Consultant or for which he is responsible,
- (c) necessary by reason of climatic conditions on the Site, or
- (d) necessary for the proper execution of the Services or for the safety of the Services or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub Clause 2.2), Sub-Clause 8.15 shall apply.

8.15 Engineer's Determination following Suspension,

Where, pursuant to Sub-Clause 8.14, this Sub-Clause applies the Engineer shall after due consultation with the Employer and the Consultant, determine

- (a) any extension of time to which the Consultant is entitled under sub clause 8.6, 8.7 and 8.8 of clause 8, and
- (b) the amount, if any, which shall be added to the Contract Price, in respect of the cost incurred by the Consultant by reason of such suspension, and shall notify the Consultant accordingly, with a copy to the Employer.

8.16 Suspension lasting more than 84 Days

If the progress of the Services or any part thereof is suspended on the instructions of the Engineer and if permission to resume work is not given by the Engineer within a period of 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 8.14, the Consultant may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Services or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Consultant may, but is not bound to, elect to treat the suspension, where it affects part only of the Services, as an omission of such part under Clause 13.1 and 13.2 by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Services, treat the suspension

as an event of default by the Employer and terminate his employment under the Contract in accordance with the provisions of Sub-Clause 18.1, whereupon the provisions of Sub-Clauses 18.2 and 18.3 shall apply.

9 Tests, Verification and Acceptance of Deliverables

9.1 Consultants' obligation

The Consultant shall carry out all surveys, investigations, field measurements, tests, analyses and technical verifications required under the Contract and ToR. The cost of such activities shall be deemed included in the Contract Price, No additional charges on any such account shall be payable by the Employer,. Unless otherwise specified in the Contract.

The Consultant shall submit all test results, calculations, supporting data and technical reports to the Engineer as part of the relevant deliverables. The Engineer may review or verify such results and require reasonable clarification or additional verification where necessary

9.2 Delayed Verification

Where any survey, investigation, test, calculation or other technical deliverable fails to meet the requirements of the Contract or ToR due to the Consultant's error, omission or deficiency, the Consultant shall repeat or rectify the same at its own cost and within the time specified by the Engineer

9.3 Retesting and Re-verification

If the Services, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.9 [Rejection] shall apply, and the Engineer or the Consultant may require the failed Tests, and Tests of Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Remedy Defects

If the Consultant fails to rectify any deficiency within the specified time, the Employer may have the necessary work carried out by others, and the reasonable cost thereof shall be recoverable from the Consultant or deducted from any amount due or becoming due to the Consultant.

Where a material deficiency cannot reasonably be rectified, the Engineer may, after consultation with the Employer and the Consultant, determine an appropriate reduction in the Contract Price, without prejudice to the Employer's other rights and remedies under the Contract.

10 Employer's Taking over (DELETED)

10.1 ~~Taking Over Certificate (DELETED)~~

~~When the whole of the Services have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Consultant may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Consultant for the Engineer to~~

~~issue a Taking Over Certificate in respect of the Services. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Consultant, with a copy to the Employer, a Taking Over Certificate, stating the date on which, in his opinion, the Services were substantially completed in accordance with the Contract, or give instructions in writing to the Consultant specifying all the work which, in the Engineer's opinion, is required to be done by the Consultant before the issue of such Certificate. The Engineer shall also notify the Consultant of any defects in the Services affecting substantial completion that may appear after such instructions and before completion of the Services specified therein. The Consultant shall be entitled to receive such Taking Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Services so specified and remedying any defects so notified.~~

10.2 Taking Over of Sections or Parts(DELETED)

~~Similarly, in accordance with the procedure set out in Sub-Clause 10.1, the Consultant may request and the Engineer shall issue a Taking Over Certificate in respect of:~~

- ~~(a) — any Section in respect of which a separate Time for Completion is provided in the SCC,~~
- ~~(b) — any substantial part of the Permanent Services which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or~~
- ~~(c) — any part of the Permanent Services which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Consultant as a temporary measure).~~
- ~~(d) — Punch list of the rectifications to be issued by the Engineer to the consultant.~~

10.3 Substantial Completion of Parts (DELETED)

~~If any part of the Permanent Services has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Taking Over Certificate in respect of that part of the Permanent Services before completion of the whole of the Services and, upon the issue of such Certificate, the Consultant shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Services during the Defects Liability Period.~~

10.4 Correction of Deficiencies in Deliverables:

- a) The Consultant shall be responsible for correcting, at its own cost, any errors, omissions, inconsistencies, inadequacies or deficiencies in the surveys, investigations, analyses, designs, drawings, calculations, estimates, reports or other deliverables attributable to the Consultant's failure to comply with the requirements of the Contract or ToR.
- b) Where the Employer/Engineer identifies deficiencies in any deliverable, the Consultant shall rectify **promptly** such deficiencies and resubmit the deliverable within the period specified by the Employer/Engineer. where no period is specified, within a reasonable period commensurate with the nature of the deficiency

- c) Correction of deficiencies shall not entitle the Consultant to any additional payment where such deficiencies arise from failure of the Consultant to perform its contractual obligations properly.
- d) Where any deficiency, error, omission or non-compliance in a Deliverable is attributable to the Consultant, including inadequate investigation, incorrect data, design error, omission, negligence or failure to comply with the Contract or the Engineer's instructions, the Consultant shall correct the same at his own cost and without entitlement to any extension of time or additional payment, unless otherwise determined under the Contract
- e) Review, comments, observations or approval of any Deliverable by the Engineer or Employer shall not relieve the Consultant of his responsibility for the accuracy, completeness and conformity of such Deliverable with the requirements of the Contract
- f) If the Consultant fails to rectify the notified deficiencies within the specified period, the Employer may, after giving reasonable notice, arrange for such deficiencies to be rectified by other means. The reasonable cost incurred by the Employer in doing so shall be recoverable from the Consultant and may be deducted from any amount due or becoming due to the Consultant under the Contract
- g) The Consultant's obligations in respect of correction of deficiencies shall continue until completion and acceptance of the relevant Deliverables and shall not be affected by any interim review, certification or payment made under the Contract
- h) Payment to the Consultant shall be made against achievement and satisfactory acceptance of the deliverables/milestones specified in the Contract and SCC.
- i) The Consultant shall maintain appropriate backup and secure storage of all survey data, field records, drawings, calculations, reports, GIS databases, photographs and other project records.
- j) Where loss or damage to such records occurs due to an event beyond the reasonable control of the Consultant and not attributable to its negligence, willful misconduct or breach of contract, the Consultant shall promptly inform the Employer and take reasonable measures for reconstruction or recovery of the affected records.
- k) The Consultant shall remain responsible for correcting, at its own cost, any error, omission, deficiency or non-compliance in the Services or Deliverables attributable to the Consultant and discovered within [12 months] from the date of Final Acceptance of the Services, notwithstanding any review, approval or payment made by the Employer.”

11 Defects Liability Period (Deleted)

In these Conditions the expression “Defects Liability Period” shall mean the defects liability period named in the SCC, calculated from:

- (a) the date of completion of the Services certified by the Engineer in accordance with Clause 10, or in the event of more than one certificate having been issued by the Engineer under Clause 10, the respective dates so certified, and in relation to the Defects Liability Period the expression “the Services” shall be construed accordingly.

11.1 Completion of Outstanding Work and Remedying Defects (DELETED)

To the intent that the Services shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Consultant shall:

- (a) complete the work, if any, outstanding on the date stated in the Taking Over Certificate as soon as practicable after such date, and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Consultant to execute.

11.2 **Cost of Remedying Defects (DELETED)**

All work referred to in Sub-Clause 10.2 (b) shall be executed by the Consultant at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- (a) the use of materials, Plant or workmanship not in accordance with the Contract,
- (b) where the Consultant is responsible for the design of part of the Permanent services, any fault in such design, or
- (c) the neglect or failure on the part of the Consultant to comply with any obligation, expressed or implied, on the Consultant's part under the Contract.

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an addition to the Contract Price in accordance with Clause 13.3, 13.4 & 13.5 and shall notify the Consultant accordingly, with a copy to the Employer.

11.3 **Consultant's Failure to Carry Out Instructions**

In case of default on the part of the Consultant in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such services in the opinion of the Engineer, the Consultant was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Consultant, be determined by the Engineer and shall be recoverable from the Consultant by the Employer, and may be deducted by the Employer from any monies due or to become due to the Consultant and the Engineer shall notify the Consultant accordingly, with a copy to the Employer.

11.4 **Consultant to Search (DELETED)**

~~If any defect, shrinkage or other fault in the Services appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Consultant, with copy to the Employer, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Consultant is liable under the Contract, the Engineer shall, after due consultation with the Employer and the Consultant, determine the amount in respect of the costs of such search incurred by the Consultant, which shall be added to the Contract Price and shall notify the Consultant accordingly, with a copy to the Employer. If such defect, shrinkage or other fault is one for which the Consultant is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Consultant and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 11.~~

11.5 Approval only by Defects Liability Certificate (DELETED)

~~Only the Defects Liability certificate, referred to in clause 11.7 and 11.8, shall be deemed to constitute final approval of services.~~

11.6 Defects Liability Certificate (DELETED)

~~The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to, the Consultant, stating the date on which the Consultant shall have completed his obligations to execute and complete the Services and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Services, the expiration of the latest such period, or as soon thereafter as any services instructed, pursuant to Clauses 11.1 to 11.5, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Consultant of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 15.5.~~

11.7 Unfulfilled Obligations (DELETED)

~~Notwithstanding the issue of the Defects Liability Certificate the Consultant and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.~~

12 Measurement & omissions (DELETED)

12.1 Quantities (DELETED)

~~The quantities set out in the Bill of Quantities are the estimated quantities for the Services, and they are not to be taken as the actual and correct quantities of the Services to be executed by the Consultant in fulfilment of his obligations under the Contract.~~

12.2 Work to be Measured (DELETED)

~~The Engineer, shall except as otherwise stated, ascertain and determine by measurement the value of the Services in accordance with the Contract and the Consultant shall be paid that value in accordance with Clause 15. The Engineer shall, when he requires any part of the Services to be measured, give reasonable notice to the Consultant's authorized agent, who shall:~~

- ~~(a) — forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and~~
- ~~(b) — supply all particulars required by the Engineer.~~

~~Should the Consultant not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Services. For the purpose of measuring such Permanent Services as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Consultant, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Consultant does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Consultant does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Consultant, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.~~

12.2 Method of Measurement (DELETED)

~~The Services shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the EPC Contract.~~

12.3 Breakdown of Lump Sum Items

For the purposes of statements submitted in accordance with Sub-Clause 15.1, the Consultant shall submit to the Engineer, within 21 days after the receipt of the Letter of Award, a breakdown of the Accepted Contract Amount corresponding to the major deliverables/milestones and components of the services. contained in the Tender. Such breakdowns shall not alter the lump-sum nature of the Contract and shall be subject to the approval of the Engineer.

12.4 Omissions

Where any defined component of the Services is omitted by written instruction of the Employer, the corresponding adjustment to the Contract Price, if applicable, shall be determined based on the agreed breakdown of the Contract Price and the provisions relating to Variations.

No adjustment shall be made for work or services which the Consultant was already required to undertake under the original scope of the Contract.

13 Variations, adjustments and Additions)

13.1 Variation

The Employer may, by written instruction, vary the scope of Consultancy Services where such variation is necessary for successful completion of the DPR assignment.

Such variation may include:

- (a) addition or omission of specific studies, surveys, investigations or analyses;
- (b) modification of the scope or extent of surveys and investigations;
- (c) addition or omission of identified project locations, subject to the overall provisions of the ToR;
- (d) modification of design parameters or engineering requirements;
- (e) additional technical studies or assessments required due to site-specific conditions;
- (f) modification of deliverables or submission requirements; and
- (g) other additional or modified services reasonably required for completion of the DPR, provided such services are within the nature and objectives of the Consultancy.

No variation shall be instructed which changes the fundamental nature of the Consultancy without appropriate approval under the Contract.

13.2 Instructions for Variations

The Consultant shall not undertake additional services or materially modify the scope of services without a written instruction from the Employer/Engineer.

Where the Consultant considers that any instruction constitutes additional services beyond the agreed scope, it shall notify the Employer/Engineer before commencing such services and shall provide details of the additional effort and associated financial implications giving

- (a) the basis on which the instruction is considered to constitute a Variation;
- (b) the proposed additional Services;
- (c) the estimated additional cost, if any; and

13.3 Valuation of Variations

All variations referred to in Clause 13.1 & 13.2 and any additions to the Contract Price which are required to be determined in accordance with Clause 13.3, 13.4 and 13.5 (for the purposes of this Clause referred to as “varied work”), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Consultant, suitable rates or prices shall be agreed upon between the Engineer and the Consultant. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Consultant accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 15.

13.4 Power of Engineer to Fix Rates

Provided that if the nature or amount of any varied services relative to the nature or amount of the whole of the services or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the services is, by reason of such varied services rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Employer and the Consultant, a suitable rate or price shall be agreed upon between the Engineer and the Consultant. In the event of disagreement, the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Consultant accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 15.

Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 13.1 & 13.2 shall be valued under Sub-Clause 13.3 or under this Sub-Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

- (a) by the Consultant to the Engineer of his intention to claim extra payment or a varied rate or price, or
- (b) by the Engineer to the Consultant of his intention to vary a rate or price.

13.5 Variations Exceeding 20 per cent (Deleted)

~~Variations up to +/- 20% shall be consultant's liability.~~

~~If, on the issue of the Taking Over Certificate for the whole of the Services, it is found that as a result of,~~

- ~~(a) all varied work valued under Sub-Clauses 13.3 and 13.4, and~~
- ~~(b) all adjustments in the estimated quantities set out in the Bill of Quantities, excluding adjustments of price made under Clause 23,~~

~~but not from any other cause, there have been additions to or deductions from the Contract Price in excess of 20 per cent at variance with the Contract Price, then and in such event, after due consultation by the Engineer with the Employer and the Consultant, certain amount shall be added or subtracted from the contract price. The Engineer shall notify the Consultant of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be at variance in excess of 20 per cent with the Contract Price.~~

14 Special Risks

14.1 No Liability for Special Risks

The Consultant shall be under no liability whatsoever in consequence of any of the special

risks referred to in Sub-Clause 14.2, whether by way of indemnity or otherwise, for or in respect of:

- (a) Loss of or damage to any surveys, investigations, reports, drawings, designs, calculations, databases, digital records, field data or other documents prepared by the Consultant for the Assignment, arising due to any Special Risk, provided such loss or damage is not attributable to the negligence, willful misconduct or breach of contractual obligations by the Consultant
- (b) Destruction of or damage to property, whether of the Employer or third parties, or
- (c) Injury or loss of life.

14.2 Special Risks

The special risks are:

- (a) the risks defined under paragraphs (a), (c), (d) and © of Sub-Clause 2.2, and
- (b) the risks defined under paragraph (b) of Sub-Clause 2.2 insofar as these relate to the country in which the Services are to be executed.

14.3 Damage to Services by Special Risks

If the Services or any materials or Plant on or near or in transit to the Site, sustain destruction or damage by reason of any of the said special risks, the Consultant shall be entitled to payment in accordance with the Contract for any Permanent Services duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Services, to payment for:

- (a) Rectifying any such destruction or damage to the Services, and
- (b) Replacing or rectifying such materials or plant, and the Engineer shall determine an addition to the Contract Price in accordance with Clause 13.3, 13.4 & 13.5 and shall notify the Consultant accordingly, with a copy to the Employer.

14.4 Projectile, Missile

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munitions, or explosive of war, shall be deemed to be a consequence of the said special risks.

14.5 Increased Costs arising from Special Risks

Save to the extent that the Consultant is entitled to payment under any other provision of the Contract, the Employer shall pay to the Consultant any costs of the execution of the Services (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 7.13 & 7.14 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected

with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Consultant shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Employer and the Consultant, determine the amount of the Consultant's costs in respect thereof which shall be added to the Contract Price and shall notify the Consultant accordingly, with a copy to the Employer.

14.6 Outbreak of War

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Services, the Consultant shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavours to complete the execution of the Services. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Consultant and, upon such notice being given, the Contract shall, except as to the rights of the parties under this Clause and Clause 16.3, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

14.7 Removal of Consultant's Equipment on Termination

If the Contract is terminated under the provisions of Sub-Clause 14.6, the Consultant shall, with all reasonable dispatch, remove from the Site all Consultant's Equipment and shall give similar facilities to his Subconsultants to do so

14.8 Payment if Contract Terminated

If the Contract is terminated as aforesaid, the Consultant shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Consultant, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- (a) The amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed;
- (b) The cost of materials, Plant or goods reasonably ordered for the Services which have been delivered to the Consultant or of which the Consultant is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;
- (c) A sum being the amount of any expenditure reasonably incurred by the Consultant in the expectation of completing the whole of the Services insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;
- (d) Any additional sum payable under the provisions of Sub-Clauses 14.3 and 14.5;

- (e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Consultant's Equipment under Sub-Clause 14.7 and, if required by the Consultant, return thereof to the Consultant's main plant yard in his country of registration or to other destination, at no greater cost; and
- (f) The reasonable cost of repatriation of all the Consultant's staff and workmen employed on or in connection with the Services at the time of such termination.

Provided that against any payment due from the Employer under this Sub Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Consultant for advances in respect of mobilization and any other sums which, at the date of termination, were recoverable by the Employer from the Consultant under the terms of the Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Employer and the Consultant, be determined by the Engineer who shall notify the Consultant accordingly, with a copy to the Employer.

15 Certificates and Payment

15.1 Payment against Milestones/Deliverables

The Consultant shall submit invoices/payment claims only upon achievement and satisfactory acceptance of the corresponding deliverables/milestones specified in the SCC.

Each payment claim shall be accompanied by:

- (a) the relevant accepted deliverable;
- (b) a statement confirming completion of the corresponding services;
- (c) supporting documents required under the Contract; and
- (d) such other information as may reasonably be required by the Employer/Engineer for certification of payment

15.2 Monthly Statements (Deleted)

~~The Consultant shall submit to the Engineer after the end of each month six copies, each signed by the Consultant's representative approved by the Engineer in accordance with Sub-Clause 4.10, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts expressed in Indian Rupees, to which the Consultant considers himself to be entitled up to the end of the month in respect of:~~

- ~~(a) — The value of the Services executed with reference to the contract~~
- ~~(b) — Any other items in the Bill of Quantities.~~
- ~~(c) — the percentage of the invoice value of listed materials, all as stated in the SCC, and Plant delivered by the Consultant on the Site for incorporation in the Permanent Services but not incorporated in such Services;~~
- ~~(d) — Adjustments under Clause 23, and~~

~~(e) — Any other sum to which the Consultant may be entitled under the Contract or otherwise.~~

15.3 Monthly Payments (Deleted)

~~The Engineer shall, within 30 days of receiving such statement, deliver to the Employer an Interim Payment Certificate stating the amount of payment to the Consultant which the Engineer considers due and payable in respect of such statement, subject:~~

~~(a) firstly, to the retention of the amount calculated by applying the Percentage of Retention stated in the SCC, to the amount to which the Consultant is entitled under paragraphs (a), (b), (c) and © of Sub-Clause 15.1 until the amount so retained reaches the Limit of Retention Money stated in the SCC, and~~

~~(b) secondly, to the deduction, other than pursuant to Clause 8.12 and 8.13, of any sums which may have become due and payable by the Consultant to the Employer.~~

~~Provided that the Engineer shall not be bound to certify any payment under this Sub-Clause if the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the SCC.~~

~~Notwithstanding the terms of this Clause or any other Clause of the Contract no amount will be certified by the Engineer for payment until the performance security, if required under the Contract, has been provided by the Consultant and approved by the Employer.~~

15.4 Certification of Payment

Upon receipt of a complete payment claim and verification of the relevant deliverables, the Engineer/Employer shall certify the amount due in accordance with the Contract and SCC.

Payment shall be subject to applicable deductions, statutory taxes and other recoveries under the Contract.

15.5 Place of Payment

Payments to the Consultant by the Employer shall be made in the currencies in which the Contract Price is payable into a bank account or accounts nominated by the Consultant in the country of the Employer.

15.6 Retention Money

A retention amounting to the percentage stipulated in the SCC shall be made by the Engineer in the first and following Interim Payment Certificates till the specified limit of Retention money as in SCC.

15.7 Payment of Retention Money (DELETED)

~~(a) — Upon the issue of the Taking Over Certificate with respect to the whole of the Services, one half of the Retention Money, or upon the issue of a Taking Over Certificate with respect to a Section or part of the Permanent Services only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of~~

~~the Permanent Services, shall be certified by the Engineer for payment to the Consultant (*This clause is not applicable*).~~

~~(b) Upon the expiration of the Defects Liability Period for the Services the other half of the Retention Money shall be certified by the Engineer for payment to the Consultant. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or parts of the Permanent Services pursuant to Clause 10, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time there shall remain to be executed by the Consultant any work instructed, pursuant to Clause 11, in respect of the Services, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed (*This clause is not applicable*).~~

15.8 Correction of payment Certificates

The Employer/Engineer may correct or modify any previous payment certificate where an error, overpayment, duplicate payment or incorrect certification is subsequently identified. Any excess amount paid to the Consultant shall be recoverable from subsequent payments or otherwise in accordance with the Contract.

15.9 Statement at Completion

~~Not later than 30 days after the issue of the Taking Over Certificate in respect of the whole of the Services, the Consultant shall submit to the Engineer six copies of Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer:~~

- ~~(a) the final value of all work done, in Indian Rupees, in accordance with the Contract up to the date stated in such Taking Over Certificate,~~
- ~~(b) any further sums which the Consultant considers to be due, and~~
- ~~(c) an estimate of amounts which the Consultant considers will become due to him under the Contract.~~

~~The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause 15.2.~~

15.10 Final Payment

Upon satisfactory completion and acceptance of all services, the Consultant shall submit its final payment claim along with the Final DPRs, all supporting documents, drawings, calculations, survey data, GIS databases, editable files and other project records required under the ToR. The final payment shall be processed after verification that all contractual deliverables and obligations have been satisfactorily completed.

15.11 Final Statement

Not later than 30 days after the issue of Completion Certificate, the Consultant shall submit to the Engineer for consideration six copies of a draft final statement with supporting documents showing in detail, in the form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Consultant considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Consultant shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Consultant shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these Conditions referred to as the "Final Statement").

If, following discussions between the Engineer and the Consultant and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer an Interim Payment Certificate for those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with Clause 16.3.

15.12 Discharge

Upon submission of the Final Statement, the Consultant shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Consultant arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 15.10 has been made and the performance security referred to in Sub-Clause 4.4, if any, has been returned to the Consultant.

15.13 Final Payment Certificate

Within 14 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Consultant) a Final Payment Certificate stating:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than under Clause 8.12 and 8.13,

the balance, if any, due from the Employer to the Consultant or from the Consultant to the Employer as the case may be.

15.14 Cessation of Employer's Liability

The Employer shall not be liable to the Consultant for any matter or thing arising out of or in

connection with the Contract or execution of the Services, unless the Consultant shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Services) in the Statement at Completion referred to in Sub Clause 15.7.

15.15 Time for Payment

The amount due to the Consultant under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 8.12 and 8.13, be paid by the Employer to the Consultant within 28 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment Certificate referred to in Sub-Clause 15.8, within 30 days, after such Final Payment Certificate has been delivered to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Consultant interest at the rate stated in the SCC upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Consultant's entitlement under Clause 18 or otherwise.

15.16 Advance Payment (DELETED)

~~The Consultant shall be eligible to receive an advance payment for an amount stated in the SCC. Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Consultant of the performance security in accordance with Sub Clause 4.4; and (c) provision by the Consultant of an unconditional bank guarantee for equal amount in a form and by a bank acceptable to the Employer. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to the paragraph below, but the amount thereof shall be progressively reduced by the amount repaid by the Consultant as indicated in Interim Payment Certificates issued in accordance with this clause.~~

~~The advance payment shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with this clause. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all interim payments certified to the Consultant has reached the percentage of the Contract Price stipulated in the SCC less Provisional Sums, if any, and shall be made at the rate stated in the SCC of the amount of all Interim Payment Certificates until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment.~~

16 Claims, provisional sum and Settlement of disputes

16.1 Claims

16.1.1. Notice of Claims)

Notwithstanding any other provision of the Contract, if the Consultant intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give

notice of his intention to the Engineer, with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen. The notice shall identify the event, the contractual basis of the claim and the likely effect on cost a

16.1.2. Contemporary Records

Upon the happening of the event referred to in Sub-Clause 16.1.1, the Consultant shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 16.1.1, inspect such contemporary records and may instruct the Consultant to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Consultant shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs. The Consultant shall maintain appropriate records supporting any claim, including correspondence, instructions, survey records, staff deployment records, additional technical inputs, expenditure records and other relevant documentation

16.1.3. Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 16.1.1, the Consultant shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Consultant shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Consultant shall send a final account within 28 days of the end of the effects resulting from the event. The Consultant shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

16.1.4. Failure to Comply

If the Consultant fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 16.3.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clauses 16.1.2 and 16.1.3).

16.1.5. Payment of Claims

The Consultant shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 15 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Consultant, may consider due to the Consultant provided that the Consultant has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the

claim, the Consultant shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Consultant of any determination made under this Sub-Clause, with a copy to the Employer.

16.2 Provisional Sums (DELETED)

16.2.1. Definition of “Provisional Sum”

~~“Provisional Sum” means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Services or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. The Consultant shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause. The Engineer shall notify the Consultant of any determination made under this Sub-Clause, with a copy to the Employer.~~

16.2.2. Use of Provisional Sums

~~In respect of every Provisional Sum the Engineer shall have authority to issue instructions for the execution of work or for the supply of goods, materials, Plant, Labour or services by:~~

- ~~• the Consultant, in which case the Consultant shall be entitled to an amount equal to the value thereof determined in accordance with Clause 13.3, 13.4 and 13.5, and~~
- ~~• a nominated Sub-Consultant, as hereinafter defined, in which case the sum to be paid to the Consultant therefor shall be determined and paid in accordance with Sub-Clause 5.4.4.~~

16.2.3. Production of Vouchers

~~The Consultant shall produce to the Engineer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.~~

16.3 Settlement of Disputes

16.3.1. Engineer’s Decision

If a dispute of any kind what so ever arises between the Employer and the Consultant in connection with, or arising out of, the Contract or the execution of the Services, whether during the execution of the Services or after their completion and whether before or after repudiation or expulsion or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the 30th day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Consultant. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Consultant shall, in every case, continue to proceed with the Services with all due diligence and the Consultant and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Consultant be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the 30th day after the day on which he received the reference, then either the Employer or the Consultant may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 30 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 16.3.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Consultant and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Consultant on or before the day specified here above, the said decision shall become final and binding upon the Employer and the Consultant.

- **Amicable Settlement**

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 16.3.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the 28th day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

- **Arbitration**

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 16.3.1, and
- (b) amicable settlement has not been reached within the period stated in Sub Clause 16.3.2, shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
 - (i) Either of the parties may give to the other notice in writing of the existence of such question of dispute or difference with a copy to the Engineer within the time specified in clause 16.3.1.
 - (ii) Within twenty-eight (28) days of receipts of such notice from either party the

Engineer in Consultation with the Employer shall send to the consultant a panel of three persons and the consultant within twenty one (21) days of receipt of such panel communicate to the Engineer and Employer the name of one of the persons from such panel and such person shall then be appointed a sole arbitrator by the Employer. However, the arbitrator so appointed shall not be an officer or the employee of the Employer or Engineer.

- (iii) Provided that if the consultant fails to communicate the selection of a name out of the panel so forwarded to him within the specified time, Employer shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- (iv) The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Employer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which the predecessor left it.
- (v) The award of the arbitrator shall be final and binding. The arbitrator shall decide in what proportion the arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- (vi) The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
- (vii) The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the Employer shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- (viii) The arbitration and conciliation act 1996 together with any statutory modifications or re-enactment thereof and the rules made thereunder for being in force shall apply to the arbitration proceeding under this clause.

The Arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

The venue of the arbitration proceedings shall be at Delhi/NCR. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

16.3.2. Laws governing the Contract

- i) The laws of India shall govern this contract.
- ii) Irrespective of the place of Services, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which

the Letter of Award has been issued.

- iii) Courts of the place from where the Letter of Award of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of contract.

16.3.3. Failure to Comply with Engineer's Decision

Where neither the Employer nor the Consultant has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 16.3.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 16.3.2. The provisions of Sub-Clauses 16.3.1 and 16.3.2 shall not apply to any such reference.

17 When the Contract can be determined

- 17.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the consultant having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the consultant has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the consultant fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- iv. If the consultant persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the consultant shall offer or give or agree to give to any person in IWAI service. Or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.

- vi. If the consultant shall obtain a contract with IWAI as a result of wrong tendering or other non-Bonafide methods of competitive tendering or commits breach of integrity pact.
 - vii. If the consultant being an individual, or if a firm, any partner thereof shall at any time be adjust insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being enforce for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
 - viii. If the consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - ix. If the consultant shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
 - x. If the consultant assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire services or any portion thereof without the prior written approval of the Engineer-in-Charge.
- 17.2 When the consultant has made himself liable for action under any of the cases aforesaid, the Engineer- in-Charge on behalf of the IWAI with the approval of the competent authority shall have powers:
- i. To determine the contract as aforesaid (of which termination notice in writing to the consultant under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.
 - ii. After giving notice to the consultant to measure up the work of the consultant and to take such whole, or the balance or part thereof: as shall be un-executed out of his hand and to give it to another consultant to complete the work. The consultant, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
 - iii. the event of above courses being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any

advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

18 Termination by the Employer

18.1 Default of Consultant

If the Consultant is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with. Or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Consultant or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Consultant, or if any act is done or event occurs with respect to the Consultant or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Consultant has contravened Sub-Clause 5.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Consultant, that, in his opinion, the Consultant:

- (a) has repudiated the Contract,
- (b) without reasonable excuse has failed
 - (i) to commence the Services in accordance with Sub-Clause 8.1 or
 - (ii) to proceed with the Services, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 8.11,
- (c) has failed to comply with a notice issued pursuant to Sub-Clause 7.9 or an instruction issued pursuant to Sub-Clause 7.13 within 28 days after having received it,
- (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
- (e) has contravened Sub-Clause 5.2, then the Employer may, after giving 14 days' notice to the Consultant, enter upon the Site and expel the Consultant there from without thereby violating the Contract, or releasing the Consultant from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Services or may employ any other consultant to complete the Services. The Employer or such other

consultant may use for such completion so much of the Consultant's Equipment, Plant, Temporary Services, and materials, which have been deemed to be reserved exclusively for the execution of the Services, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Consultant's Equipment, Temporary Services, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Consultant under the Contract.

18.2 Valuation at Date of Expulsion

The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- a) what amount (if any) had, at the time of such entry and expulsion, been reasonably earned by or would reasonably accrue to the Consultant in respect of work then actually done by him under the Contract, and
- (b) the value of any of the said unused or partially used materials, any Consultant's Equipment and any Temporary Services.

18.3 Payment after Expulsion / Termination

If the Employer shall enter and expel the Consultant under this Clause, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI. Further, the Employer shall not be liable to pay to the Consultant any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Consultant shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Consultant on due completion by him, then the Consultant shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Consultant to the Employer and shall be recoverable accordingly.

18.4 Assignment of Benefit of Agreement

Unless prohibited by law, the Consultant shall, if so instructed by the Engineer within 14 days of such entry and expulsion referred to in Sub-Clause 18.1, assign to the Employer the benefit of any agreement for the supply of any goods materials or services and / or for the execution of any work for the purposes of the Contract, which the Consultant may have entered into.

18.5 Corrupt or Fraudulent Practices

If in the judgment of the Employer the Consultant has engaged in corrupt or fraudulent

practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days" notice to the Consultant, terminate the Consultant's employment under the Contract and expel him from the Site, and the provisions of Clause 18 shall apply as if such expulsion had been made under Sub-Clause 18.1.

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Employer, Engineer or their representatives in the procurement process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

18.6 Urgent Remedial Work

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Services, or any part thereof, either during the execution of the Services, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Services and the Consultant is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Consultant was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Consultant, be determined by the Engineer and shall be recoverable from the Consultant by the Employer, and may be deducted by the Employer from any monies due or to become due to the Consultant and the Engineer shall notify the Consultant accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Consultant thereof.

19 Termination by Consultant

19.1 Default of Employer

In the event of the Employer:

- (a) Failing to pay to the Consultant the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 15.12, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,
- (b) Interfering with or obstructing or refusing any required approval to the issue of any such certificate,
- (c) becoming bankrupt or, being a company, going into liquidation, other than for the

purpose of a scheme of reconstruction or amalgamation, or

- (d) giving notice to the Consultant that for unforeseen economic reasons it is impossible for him to continue to meet his contractual obligations, the Consultant shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the Engineer. Such termination shall take effect 14 days after the giving of the notice.

19.2 Removal of Consultant's Equipment

Upon the expiry of the 14 days' notice referred to in Sub-Clause 19.1, the Consultant shall, notwithstanding the provisions of Sub-Clause 4.36.1, with all reasonable despatch, remove from the Site all Consultant's Equipment brought by him thereon.

19.3 Payment on Termination

In the event of such termination, the Employer shall be under the same obligations to the Consultant in regard to payment as if the Contract had been terminated under the provisions of Clause 14.

19.4 Consultant's Entitlement to Suspend Work

Without prejudice to the Consultant's entitlement to interest under Sub-Clause 15.12 and to terminate under Sub-Clause 19.1, the Consultant may, if the Employer fails to pay the Consultant the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 15.12 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work. If the Consultant suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Consultant, determine:

- (a) Any extension of time to which the Consultant is entitled under sub clause 8.6, 8.7 and 8.8 of clause 8, and
- (b) The amount of such costs, which shall be added to the Contract Price, and shall notify the Consultant accordingly, with a copy to the Employer.

19.5 Resumption of Work

Where the Consultant suspends work or reduces the rate of work. Having given notice in accordance with Sub-Clause 19.4, and the Employer subsequently pays the amount due, including interest pursuant to Sub-Clause 15.12, the Consultant's entitlement under Sub-Clause 19.1 shall, if notice of termination has not been given, lapse and the Consultant shall resume normal working as soon as is reasonably possible.

Whenever the Services is resumed after suspension, the Engineer and the Consultant shall jointly examine the Services and the Plant and Materials affected by the suspension and the Consultant

shall prepare a report indicating the physical status and major adverse effects, if any, the Services under suspension has suffered during the period of suspension and furnish same to the Engineer and Employer.

20 Design and drawings

20.1 Custody and Supply of Drawings and Documents

The approved drawings shall remain in the custody of the Engineer, but two copies thereof shall be provided to the Consultant free of charge. The Consultant shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Consultant. Upon issue of the Defects Liability Certificate, the Consultant shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

The Consultant shall supply to the Engineer four copies of all Drawings, Specification and other documents submitted by the Consultant and approved by the Engineer in accordance with Clause 20.6, 20.7 and 20.8, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition, the Consultant shall supply such reasonable number of further copies of such Drawings, Specification and other documents as the Engineer may request in writing.

20.2 One Copy of Drawings to be kept on Site

One copy of the Drawings, provided to or supplied by the Consultant as aforesaid, shall be kept by the Consultant on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized by the Engineer in writing.

20.3 Disruption of Progress

The Consultant shall give notice to the Engineer, with a copy to the Employer, whenever planning or execution of the Services is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late. This shall not be applicable in the case of permanent services to be designed and engineered by the consultant, except with regard to its approval by the Engineer, if specified.

20.4 Delays and Cost of Delay of Drawings

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Consultant in accordance with Sub Clause 20.3, the Consultant suffers delay and / or incurs costs then the Engineer shall, after due consultation with the Employer and the Consultant, determine:

- (a) any extension of time to which the Consultant is entitled under sub clause 8.6, 8.7 & 8.8 and
- (b) The amount of such costs, which shall be added to the Contract Price, and shall notify the Consultant accordingly, with a copy to the Employer.

20.5 Failure by Consultant to Submit Drawings

If the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Consultant to submit Design, Drawings, Specification or other documents which he is required to submit under the Contract, the Engineer shall take such failure by the Consultant into account when making his determination pursuant to Sub-Clause 20.4.

20.6 Supplementary Drawings and Instructions

The Engineer shall have authority to issue to the Consultant, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Services and the remedying of any defects therein. The Consultant shall carry out and be bound by the same.

20.7 Permanent Services Designed by Consultant

Where the Contract expressly provides that part of the Permanent Services shall be designed by the Consultant, he shall submit to the Engineer, for approval:

- (a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
- (b) operation and maintenance manuals together with drawings of the Permanent Services as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Services incorporating that design. The Services shall not be considered to be completed for the purposes of taking over in accordance with Clause 48 until such operation and maintenance manuals, together with drawings on completion, have been submitted to and approved by the Engineer

20.8 Responsibility Unaffected by Approval

Approval by the Engineer, in accordance with Sub-Clause 20.7, shall not relieve the Consultant of any of his responsibilities under the Contract.

21 Insurance

21.1 Insurance of Services

The present assignment is limited to consultancy services for preparation of the Detailed Project Report (DPR), including surveys, investigations, studies, planning, engineering design, environmental and social assessments, statutory clearances, tender documentation, and other services specified in the Terms of Reference (ToR). Accordingly, insurance requirements applicable to execution of services, construction activities, temporary services, construction plant and equipment, and defect

liability periods shall not apply to this Contract.

21.1.1 Professional Indemnity Insurance

The Consultant shall, at its own cost, obtain and maintain Professional Indemnity Insurance (PII) from an IRDAI-approved insurance company for an amount not less than 100% (one hundred percent) of the Contract Price, subject to a minimum coverage of ₹5.56 Crore (Rupees Five Crore Fifty-Six Lakh only).

The insurance shall cover liabilities arising from any negligent act, error, omission, breach of professional duty, or failure in the performance of the Services by the Consultant, its personnel, or sub-consultants.

The Professional Indemnity Insurance shall remain valid throughout the duration of the Contract and for a period of five (5) years after completion of the Services.

21.1.2 Insurance for Personnel

The Consultant shall obtain and maintain, at its own cost, adequate insurance coverage for all personnel engaged in the performance of the Services, including insurance required under applicable Labour laws and statutory provisions relating to employment injury, accident, disability, health, compensation, and other employee benefits, as applicable.

21.1.3 Third-Party Liability Insurance

The Consultant shall obtain and maintain Third-Party Liability Insurance from an IRDAI-approved insurance company for an amount not less than 10% (ten percent) of the Contract Price, subject to a minimum coverage of ₹55.60 Lakh (Rupees Fifty-Five Lakh Sixty Thousand only), covering liabilities arising from bodily injury, death, or damage to third-party property attributable to the acts, omissions, or negligence of the Consultant, its personnel, or sub-consultants in connection with the Services.

21.1.4 Evidence of Insurance

The Consultant shall submit copies of all insurance policies, endorsements, and proof of payment of premiums to the Employer within fifteen (15) days of commencement of the Services and thereafter whenever requested by the Employer. The Consultant shall ensure that all insurance policies remain valid and in force for the periods specified herein.

21.1.4 Evidence of Insurance

The Consultant shall submit copies of all insurance policies, endorsements, and proof of payment of premiums to the Employer within fifteen (15) days of commencement of the Services and thereafter whenever requested by the Employer. The Consultant shall ensure that all insurance policies remain valid and in force for the periods specified herein.

insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the Employers approval, by or through the subsidiary of the General Insurance Company.

21.2 The Consultant shall at all times indemnify the Employer against all claims, damages or

compensation under the provision of Payment of Wages Act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the Workmen's Compensation Act 1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the services, whether in the employment of the consultant or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the consultant be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the consultant shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto."

21.3 Damage to Persons and Property

The Consultant shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Services), which may arise out of or in consequence of the execution and completion of the Services and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 21.6.

21.4 Exceptions

The "exceptions" referred to in Sub-Clause 21.5 are:

- (a) the permanent use or occupation of land by the Services, or any part thereof,
- (b) the right of the Employer to execute the Services, or any part thereof, on, over, under, in or through any land,
- (c) damage to property which is the unavoidable result of the execution and completion of the Services, or the remedying of any defects therein, in accordance with the Contract, and
- (d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents, servants or other consultants, not being employed by the Consultant, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Consultant, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other consultants for the injury or damage.

21.5 Indemnity by Employer

The Employer shall indemnify the Consultant against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 21.6.

21.6 Cross Liabilities

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Consultant and to the Employer as separate insured.

21.7 Accident or Injury to Workmen

The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Consultant or any Subconsultant, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Consultant shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

21.8 Evidence and Terms of Insurances

The Consultant shall provide evidence to the Employer as soon as practicable after the respective insurances have been taken out but in any case prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Consultant shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Award. The Consultant shall affect all insurances for which he is responsible with insurers and in terms approved by the Employer.

21.9 Adequacy of Insurances

The Consultant shall notify the insurers of changes in the nature, extent or programme for the execution of the Services and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

21.10 Remedy on Consultant's Failure to Insure

If the Consultant fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 21.10, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Consultant, or recover the same as a debt due from the Consultant.

21.11 Compliance with Policy Conditions

In the event that the Consultant or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

21.12 Source of Insurance

The Consultant shall place all insurance relating to the Contract (including, but not limited to, the insurance referred to in Clauses 21) with insurers from India.

22 Release From Performance

Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Award which renders it impossible or unlawful for either or both parties to fulfil his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 16.3 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Consultant in respect of the work executed shall be the same as that which would have been payable under Clause 14 if the Contract had been terminated under the provisions of Clause 14.

23 Notices

23.1 Notice to Consultant

All certificates, notices or instructions to be given to the Consultant by the Employer or the Engineer under the terms of the Contract shall be sent by post, cable, e-mail or facsimile transmission to or left at the Consultant's principal place of business or such other address as the Consultant shall nominate for that purpose.

23.2 Notice to Employer and Engineer

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, e-mail or facsimile transmission to or left at the respective addresses nominated for that purpose.

23.3 Change of Address

Either party may change a nominated address to another address in the country where the Services are being executed or in the country of Employer by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

24 Changes in Cost and Legislation

24.1 Increase or Decrease of Cost

There shall be no addition or deduction from the Contract Price any sums in respect of rise or fall in the cost of labour and / or materials or any other matters affecting the cost of the execution of the Services as far as the items of Services covered by criteria is concerned. However, addition or deduction from the Contract Price any sums in respect of rise or fall in the cost of POL may be determined as defined in SCC.

24.2 Subsequent Legislation

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Services are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or byelaw which causes additional or reduced cost to the Consultant, other than under Sub Clause 24.1, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Consultant, be determined by the Engineer and shall be added to or deducted from the Contract Price-and the Engineer shall notify the Consultant accordingly, with a copy to the Employer.

25 Sustainability of JV

In case JV / Consortium is not sustained due any reasons or discrepancies arising amongst the JV / Consortium members, unsustainability of JV / Consortium shall be determined by the Engineer in Charge/Employer during the monitoring in the contract period based on the failure of the deliveries/missing of the targets 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. Consultant will be notified of the decision to stop the work and get the measurements done to 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.

26 FORCE MAJEURE

- a. The term Force Majeure shall herein mean Riots (other than among the consultant's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by consultant's negligence and other such causes over which the consultant

has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

- b. For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- c. If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.
- d. Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the services or any part thereof on to any material or article at site but not incorporated in the services or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such, liability of either party shall include claims/ compensations of the third party also.

SECTION – VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General

- 1.1. Special Conditions shall be read in conjunction with the General Conditions of Contract, specification, ToR, Drawings and any other documents forming part of this contract wherever the context so requires.
- 1.2. Notwithstanding the Sub-division of the documents in to these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and as a part of the Contract.
- 1.3. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract.
- 1.4. Where it is mentioned in the Specification that the consultant shall perform certain work or provide certain facilities, it is understood that the consultant shall do so at his own cost.
- 1.5. The materials and workmanship shall satisfy the relevant standards as stipulated under the Contract Agreement, the specification conditioned herein and codes referred to. Where the specifications stipulate requirement in addition to those contained in the Standard codes and specifications these additional requirements shall also be satisfied.
- 1.6. Removal of boulders and debris form separate scope of services. Encountering of boulder and debris during the execution of services does not entitle the consultant any claim under adverse physical conditions.

2. The Site

2.1. General Site Information

The Consultant shall visit the site and satisfy themselves on the actual site conditions, meteorological and other data, soil / subsoil strata, encroachment of the areas etc. before tendering. Whatever information regarding surface and subsurface strata, climatological, other relevant data given in the tender documents are only intended as a general guidance for the consultant and no warranty is given for the correctness of the same.

2.2. Condition of Site

The Consultant, before carrying out any work, shall inspect the Site in conjunction with the Engineer's Representative to establish its general condition which shall be agreed and recorded in writing, and where, in the opinion of the Engineer or his Representative it is deemed necessary, by means of photography.

3. Order of Services

4. The order in which the services are to be carried out by the Consultant shall be to the approval of Employer and shall be such as to suit the detailed method of consultancy, adopted by the

Consultant as well as the Work Plan / Overall Schedule approved by the Employer. The services shall be carried out in such a manner so as to enable the other Consultants to work concurrently so that the entire project may be brought into use immediately after the completion of services.

5. The Payment Schedule for Interim Payment to the specified key deliverables shall be in following stages: -

S. No.	Reports to be delivered (Key Deliverable)	Payment
1.	After approval of Inception Report	20%
2.	After approval of Draft Detailed Project Report	30%
3.	After approval of Draft Final Detailed Project Report	30%
4.	After approval of Final Detailed Project Report	20%
	Total	100%

6. Standard and Standard Products

6.1 Standards

Save in so far otherwise specified in the Contract the relevant provisions of the appropriate Bureau of Indian Standards shall apply for all materials and workmanship. Where relevant BIS standards do not exist, the latest version of the relevant standards in vogue in case of public funded services in Myanmar shall be applied. Where both above Standards may not be available, the following Standards shall also be referred to and adopted.

- BS : British Standard Specification
- CP : British Standard Code of Practice
- ASTM : Standard of American Society for Testing Materials.

6. Security and Safety

- 6.1 The Consultant shall comply with all regulations imposed by the Central / State / Local Authorities and Employer in respect of the passage of Plant, Vehicles, materials and personnel.
- 6.2 The Consultant shall take all possible precautions to prevent out breaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous of hazardous goods if any. The Consultant shall comply with all rules, regulations and orders of any Statutory Authority and of Employer at no extra cost to the Employer.
- 6.3 The Consultant shall obtain from the Employer details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.

6.4 If required, the Consultant shall take entry passes to the restricted areas for all personnel labourers and vehicle. No claim whatsoever on this account will be entertained.

7. Arbitration

In addition to Clause 16.3.3, in case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt 30.6.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

8. Taxes, duties and levies etc.

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the consultant has to purchase for the performance of the contract and services, shall be payable by the consultant and the Authority will not entertain any claim for compensation whatsoever in this regard. GST will be shown separately in the BOQ and shall remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments, against receipt of actual deposition of GST..

In addition to the above-mentioned SCC the following table shall also form part of SCC

Clause	Heading	Definitions
1.3	Language for Communication	English
2.3	Right of access to site	-
3.	Order of work	Letter of Award shall be issued to the Bidder with the highest score H-1. H-1 shall be chosen according to the selection criteria in the tender
3.1.2.4	Percentage of variation under Engineer's duty and Authority	-
3.4	Appointment of assistants	Clause deleted
4.4	Performance Bank Guarantee and Security Deposit	Shall be released only after the completion of Work.

4.9.1	Program to Be Submitted	21 days
4.9.3	Cash Flow Estimate	Deleted
5.4.4 & 5.4.5	Payments to nominated Sub consultants	The GCC clause 5.4.4 & 5.4.5 shall now be read as: Consultant shall be entirely responsible for all the payments to be made to the nominated sub consultant. Consultant shall hold employer indemnified against all claims arising from sub-contracting of services. The consultant shall produce No claim Certificate from the sub consultants at the demand of EIC, before final bill payment. Consultant shall not be absolved of his responsibilities and duties of the contract by nominating sub consultants.
6.12	Replacement of key personnel	ITB Clause 10.1.
8.1	Commencement of services	21 Days From the date of issue of Letter of Award.
8.5	Time for completion	09 months from issuance of Letter of Award (LoA)
8.12	Limit of Liquidated Damages	Maximum of 10% of the Contract Price for consultancy services.
10.1	– Employer’s Taking Over	Not Applicable , Clause deleted
10.1,10.2 & 10.3	Taking-Over Certificate Taking Over of Sections or Parts, Substantial Completion of Part Taking Over of Sections or Parts	Acceptance of the Consultant’s services and deliverables shall be governed by the provisions of the Terms of Reference, the applicable milestones and the provisions relating to submission, review, correction and approval of Deliverables under this Contract.
11, 11.1, 11.2, 11.4, 11.6, 11,7	Defects Liability Period Completion of Outstanding Work and Remedying Defects Cost of Remedying Defects Consultant to Search Defects Liability Certificate	Clause deleted The services being preparation of DPR, the cited clauses pertains to execution of work has no relevance as such stands deleted
	Unfulfilled Obligations	

12	Measurement & omissions	Clause deleted
12.1	Quantities	The services being preparation of DPR, the cited clauses pertain to execution of work has no relevance as such stands deleted
12.2	Work to be Measured	
12.3	Method of Measurement	
13.5	Variations Exceeding 20 per cent	Clause deleted
14, 14.3, 14.4, 14.5, 14.6	Special Risks Damage to Services by Special Risks Projectile, Missile Increased Costs arising from Special Risks Outbreak of War	Clause deleted The services being preparation of DPR, the cited clauses pertain to execution of work has no relevance as such stands deleted
15.2, 15.3, 15.6, 15.7, 15.16,	Monthly Statements Monthly Payments Retention Money Payment of Retention Money Advance Payment	Clause deleted The services being preparation of DPR, the cited clauses pertain to execution of work has no relevance as such stands deleted
15.4	Retention Money	GCC Clause 16.4
15.12	Interest rate payable by the employer for late payment	Clause deleted
15.13	Maximum Amount of Advance Payment	NIL
16.2	Provisional sums	As per contract
25	Sustainability of JV	JV Allowed

SECTION-IX: ANNEXES

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Director,
IWAI, Pandu Port Complex,
Pandu, Guwahati – 781 012

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 Award no.....dated..... issued by the Employer for “**Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.**” on production of Performance security in the form of Bank Guarantee for Rs (Rupees only), at the request of..... **Consultant**, We, (**Bank**) do hereby

undertake to pay to the Employer an amount not exceeding Rs.....

(Rupees ----- only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said 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 Rs (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 there under 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 Award 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 Services 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 90 days from the date of completion of the said contract unless a demand or claim under this

Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

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 Rs.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date.....ALL OUR RIGHTS UNDER THE GUARNTTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the 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 2024 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 - II: AGREEMENT FORM

Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTANCY FIRM

This agreement made on thisday of.....Two thousand twenty-three between The Director, IWAI, Pandu Port Complex, Pandu, Guwahati – 781 012 (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/S.....having its office at (hereinafter called “Consultant” which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

WHEREAS IWAI is desirous of giving **Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.** as per the LoA No.

.....datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONSULTANTING FIRM has agreed to undertake the **Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.** as per the 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:

The Consultant shall undertake the **Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.** as per the work Order No.dated in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contact

- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums / Corrigendums
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

In WITNESS whereof the IWAI has caused Shri on their behalf to hereunto set his hand and the Consultant has caused Shri on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

On behalf of IWAI

On behalf of Consultant

Name & Signature of the Authorized
Representative

Name & Signature of the Authorized
Representative

Witnesses, IWAI

- 1)
- 2)

And this deed was duly executed by Shri..... for the
Consultant above named in the presence of

Witnesses of Consultant

- 1)
- 2)

ANNEX -III: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH

ELECTRONIC FUND TRANSFER SYSTEM

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

NAME OF THE PROJECT: _____

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

Bank Account Number		: _____
RTGS / NEFT / IFSC CODE		: _____
NAME OF THE BANK		: _____
ADDRESS OF THE BRANCH OF THE BANK		: _____
BRANCH CODE		: _____
ACCOUNT TYPE		
(SAVING / CURRENT / OTHERS)		: _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.

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

Signature of Authorized Signatory

Name & Designation:

Date:

Place

ANNEX-IV: Bank Certification (OPTIONAL)

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

Authorized Signatory

Date: Authorization

No. _____

Name: _____

Official Seal/Stamp

ANNEX-V: Tender Acceptance Letter

(To be given on Company Letter Head)

To,

Date:

The Director,
IWAI, Pandu Port Complex,
Pandu, Guwahati – 781 012

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

**Name of Tender/Work: - Consultancy Services for Preparation of Detailed Project Report (DPR)
for Construction of RCC Community Jetties on NW-30, NW-32, NW-50,
NW-57 and NW-95.**

Dear Sir,

1. I / We have downloaded / obtained the Tender document(s) for the above mentioned Tender / Work from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> 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/organisation 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(s) /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 said earnest money deposit absolutely.

Yours Faithfully
(Signature of the Bidder, with Official)

ANNEX-VI (A) Bid Security Declaration (Not Applicable)

To

The Chairman

Inland waterways Authority of India

Ministry of Ports, Shipping and Waterways,

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

Reference: (1) Enquiry No. _____ of IWAI.

(2) Our Bid No. _____ dt.

I/We..... irrevocably declare as under:

I/We understand that, as per Clause of Tender/bid conditions, bids must be supported by a Bid Security Declaration.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Two years from the date of disqualification as may be notified by you (without prejudice to IWAI's rights to claim damages or any other legal recourse) if,

- i. I am /We are in a breach of any of the obligations under the bid conditions,
- ii. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- iii. On acceptance of our bid by IWAI, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of:

(complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.)

ANNEX-VI (B) : FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE GUARANTEE

To

The Chairman

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**,

1. 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.
2. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Consultant’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR (Rupees only).
3. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Consultant** shall have no claim against us for making such payment.
4. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Services 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 90 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.

5. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
6. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR..... (Rupees..... only) and shall remain in force untilor 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.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant** 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 2024
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-VII: Letter of Consent

(To be filled up by Sub-consultant and submitted in Enclosure II of this tender document)

Sub-consultant's Name: *[insert full name]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Tender No. and title: *[insert Tender number and title]*

Dear Sir,

The invitation for tendering for *[insert name of work]* has been called by *[insert name of employer]*.

In this regard, this is an undertaking that *[insert name of Sub-contracting firm]* having its office at *[insert address of the Sub-contracting firm]* is willing to participate as sub-consultant for *[insert brief work details for which sub-consultant will provide services]* with *[insert name of applicant]* for this project and we are submitting our relevant experience client certificates for the same.

[Insert name, signature and seal of authorized representative of the Sub-consultant]

ANNEX-VIII: INTEGRITY AGREEMENT

To be signed by the bidders' and the same is to be signed by Authorized Signatory / competent Employer on behalf of IWAI.

This Integrity Agreement is made at on thisday of 2024

BETWEEN

The Director, IWAI, Pandu Port Complex, Pandu, Guwahati – 781 012 (Hereinafter referred as the “Principal / Owner”, 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 **Consultancy Services for Preparation of Detailed Project Report (DPR) for Construction of RCC Community Jetties on NW-30, NW-32, NW-50, NW-57 and NW-95.** 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 Principal/Owner, 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 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 Principal/Owner'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 no 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) / Contract(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.
- 3. The Bidder(s) / Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4. The Bidder(s) / Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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 interests.
 - 5. 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 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 Principal / Owner'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 Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.
2. Forfeiture of EMD / Performance Bank 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 Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Bank 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 anticorruption 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 Principal/ Owner.
- 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, who do not submit, the duly signed Pact between the Employer and the bidder, 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 for the Consultant 12 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 intensions.
- 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 / Principal 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 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)

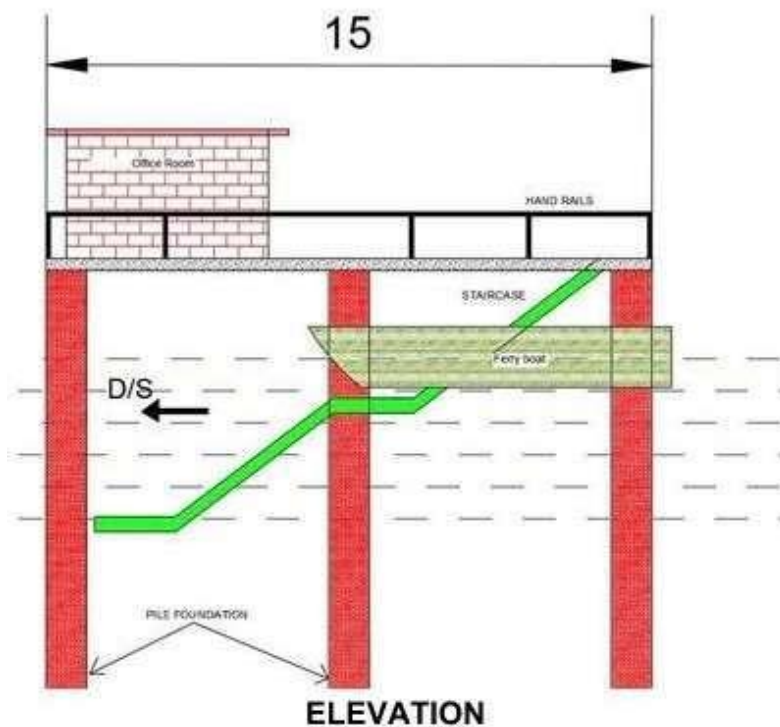
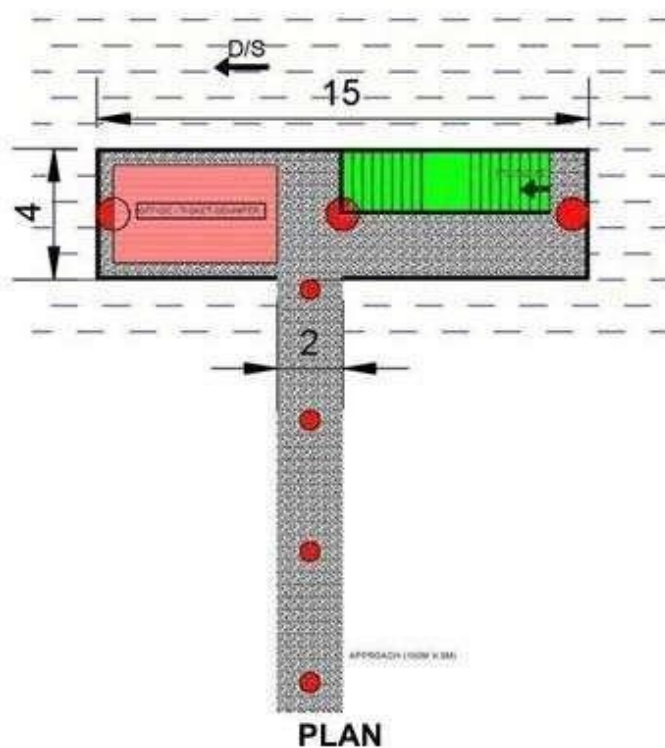
Place:

Date:

ANNEX-IX: TENTATIVE LIST OF COMMUNITY JETTIES AS PER IWAI FIELD VISIT

Sl. No.	National Waterway	Class of Waterway	Name of Ferry Ghat
A.	<u>In Assam</u>		
1	National Waterway 30 DEHING RIVER (Assam) 109.136km	Class - I	Golaghat (16.20km),
			Sessamukh Ferry Ghat (16.20 km)
			Banhbari (24.492 km),
			Sessa Ghat (24.50 km)
			Halaguri (75.233 km) ,
			Telpani ferry Ghat (75.20 km)
			Pandua ghat (95.51 km)
			Sasani Ferry Ghat (95.50 km)
			Tingrai Ghat (99.50 km)
2	National Waterway 32 DIKHU RIVER (Assam) 63.205km	Class I	Dikhow mukh Ghat (0.750 km)
			Goshkota Ghat (9.244 km)
3	National Waterway 50 JINJIRAM RIVER (Assam & Meghalaya) 42.576km	Class I	Sukchar (1.35 km),
			Bevaripara (2.10),
			Ambari (29.40 km),
			Gonabari (30.82 km),
4	National Waterway 57 KOPILI RIVER	Class I	Balebari (31.80 km)
			Gobordhon ferry ghat (5 km)
5	NW-95 Subansiri River (Assam) 106.45km	Class II	Badoti (17.8 km),
			Dohghoria (20 km),
			Chenimara/ Bhulkaguri (22 km)
			Kangkur No. 2 Ghat (Majuli) (22 km)
			Balijan Ghat (Majuli) (23 km)
			Dhunaguri (25.2 km)
			Aunibari Ghat (Majuli) (26.00 km)
			Khaboli/ Khabolu (41 km)
			Bali MAC Na-Ali Ghat (49.50 km)
			Asserkata Ghat (54.00 km)
			Aamguri Khaga Ghat (56.00 km)
			Teliapathar II (56.30 km)
			Hatimura Ghat (73 km)
			2 No. Gereki Parghat (82.00 km)
			Bhogi Nadi Ghat (89.00 km)

ANNEX-X: TYPICAL LAYOUT OF PROPOSED RCC COMMUNITY JETTIES



End of the Tender Document