



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पोत परिवहन मंत्रालय, भारत सरकार)

मुख्यालय : ए-13, सेक्टर-1, नोएडा-201 301, (उ.प्र.)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Website : www.iwai.gov.in | www.iwai.nic.in

Tel. : +91-120-2544036, 2543972, 2527667, 2448101 Fax : +91-120-2544009, 2544041, 2543973, 2521764

No: IWAI/NW5/2019-22/Traffic Study

Date: 23.02.2023

To,
M/s KPMG Advisory Services Private Limited,
2nd Floor, Block T2 (B wing), Lodha Excelus,
Apollo Mills Compound,
N M Joshi Marg,
Mahalaxmi, Mumbai- 400
Email: gauravvaish@kpmg.com; nehathakur@kpmg.com;

(Kind Attn.: Mr. Gaurav Vaish)

Sub: RFP for engagement Of DEA empaneled Transaction Advisor for Providing
Advisory Services for Development & Operationalization of NW-5 & NW-64
through PPP mode - Award of Work thereof - reg

Ref: 1. IWAI Tender ID : 2022_IWAI_722461_1 published on 09.11.2022
2 Your technical bid: Fee_PreQual_Technical_2754481 opened on 01.02.2023
3. Your financial bid: Finance_759863 opened on 15.02.2023 at 06:05 PM.

Sir,

This office is pleased to award the subject work for the tender vide Ref-1 at a total cost of Rs.1,59,30,000/- (Rupees One Crore Fifty Nine Lakhs and Thirty Thousand only) including GST, as per the T&C of the tender vide Ref-1.

Terms and conditions

1. **Performance Security:** You are requested to deposit an e-Bank Guarantee (e-BG) for an amount of Rs 15,93,000/- as a Performance Guarantee (PG) in the form of nationalized / schedule bank in India with validity of 180 days beyond the contract period i.e., 45 weeks from the date of award. This Performance bank guarantee shall be submitted within 21 days after the issuance of LOA.

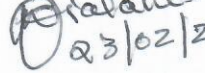
2. A draft agreement is enclosed herewith and the Consultant shall sign the Contract on Non judicial Stamp paper under the terms & conditions as indicated in the "DRAFT CONTRACT". The Consultant's authorized representative is requested to attend this Office to complete the agreement formalities along with non-judicial stamp paper of Rs. 100/- within 21 days from the date of issuance of this work order. The contract shall be submitted in duplicate. The cost of non-judicial stamp paper value not less than Rs. 100/- shall be borne by the Consultant.

Cont..2.

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3. The tender conditions and related correspondences are also a part of work order and the same are to be complied with.
4. Please acknowledge the receipt and as token acceptance of this work order.

Yours faithfully,


23/02/2023

(V C Dialani)

Director (MM)

Email ID: vcdialani.iwai@nic.in

Phone: 0120-2527667

Copy to (By email):

1. The C.A.O. IWAI Noida – for information.
2. The Director, IWAI, Bhubaneshwar – for information and further coordination with M/s KPMG Advisory Services Private Limited, Mumbai.

Copy also for information to (By email):

1. The PPS to Chairman, IWAI, Noida.
2. The PS to Vice Chairman, IWAI, Noida.
3. The PS to Member (Finance), IWAI, Noida.
4. The PS to Member (Tech.), IWAI, Noida.

Draft Agreement for provision of Transaction Services**AGREEMENT FOR PROVISION OF TRANSACTION SERVICES FOR PROJECT**

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the month of 2023, between, on the one hand, the [Chairman acting through] (Hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Transaction Advisor (hereinafter called the "Consultancy") for the Project (hereinafter called the "Project").
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL**1.1 Definitions and Interpretation**

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **"Additional Costs"** shall have the meaning set forth in Clause 6.1.2.
- b) **"Agreement"** means this Agreement, together with all the Annexes.
- c) **"Agreement Value"** shall have the meaning set forth in Clause 6.1.2.
- d) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3.
- f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP.

- g) **"Dispute"** shall have the meaning set forth in Clause 9.2.1.
- h) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1.
- i) **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India.
- j) **"Government"** means the Government of India.
- k) **"INR"** means Indian Rupee.
- l) **"Member"** in case the Consultant consists of a consortium of more than one entity, means any of these entities, and "Members" means all these entities.
- m) **"Party"** means the Authority, or the Consultant and Parties means both.
- n) **"Personnel"** means persons hired by the Consultant or by any Sub- Consultant as employees or retainers and assigned to the performance of the Services or any part thereof.
- o) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India.
- p) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted.
- q) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto.
- r) **"Sub-Consultant"** means any entity to which the Consultant sub- contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- s) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant, or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement.
- b) Annexes of Agreement.
- c) RFP; and
- d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

S. M. D. S. M.
23/2/2023
Dy. Dir (T)

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative

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23/2/2023
07.05.17

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set out below in Clause 1. 10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

- 1.8.1. The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.
- 1.8.2. The Authority may require the Financial Expert to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....<Name>

.....<Designation>,

.....<Office Address>

Tel:

Mobile:

E-mail:


23/2/2023
Dy. Dir (T)

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The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....<Name>

.....<Designation>,

.....<Office Address>

Tel:

Mobile:

E-mail:

V. Murugesan
23/2/2023
By. Director

Signature Not Verified

Digitally signed by V MURUGESAN
Date: 2023.05.03 13:04:45 IST
Location: eProcure-EPROC