

**Consultancy Service for Preliminary Feasibility Study of Commercial Operation of Inland Waterways India for Nepalese Transit Cargo with a Focus on NTWCL's Probable Role.**

Procurement of  
Consulting Services'  
Direct Purchase

**Issued by:**  
**Nepal Transit and Warehousing Co. Ltd.**  
**(An Undertaking of Govt. of Nepal)**  
**Branch office,41C, Ekbalpore Road,700023-Kolkata West Bengal,**  
**India**

**June, 2024**

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## Section 1: Letter of Invitation

Nepal Transit and Warehousing Company Limited  
(An Undertaking of Govt.of Nepal)  
Branch Office, 41C, Ekbalpore Road, 700023,Kolkata  
West Bengal,India

Date: June, 2024

Name of Project: Consultancy Service for Preliminary Feasibility Study of Commercial Operation of Inland Waterways India for Nepalese Transit Cargo with a Focus on NTWCL's Probable Role.

Name of Contract:

1. The **Nepal Transit and Warehousing Company Limited, Branch Office, Kolkata** invites proposals to provide the following consulting services Consultancy Service for Preliminary Feasibility Study of Commercial Operation of Inland Waterways India for Nepalese Transit Cargo with a Focus on NTWCL's Probable Role. More details on the services are provided in the attached Terms of Reference (TOR).
2. The consultant shall be selected and engaged on the basis of required experience and qualifications specified in the TOR and the consultants Financial Proposal.
3. The Request for Proposal (RFP) has been addressed to the following Shortlisted consultants: **Nepal Transit and Warehousing Company Limited(An Undertaking of Govt. of Nepal), Branch Office, 41C,Ekbalpore Road-700023 Kolkata**
4. Your Proposal should be submitted in one copy and the deadline for submission is:5:00 PM, 25th **june**,2024
5. Clarification on the RFP may be obtained from: **Himnath Paudel( Branch Manager) Address:41C, Ekbalpore Road, 700023-Kolkata Telephone: +33-2449-6670/2449-6688 Fax :+33-2449-6670 Email:ntwccu@gmail.com**
6. The assignment is expected to commence on **First week of July** at **Kolkata**.
7. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Format of Curriculum Vitae(CV) for Proposed Professional Staff

Section 3 - Financial Proposal - Standard Forms

Section 4 - Terms of Reference

Section 5 - Standard Form of Contract.

8. Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal

Yours sincerely,

.....  
Himnath Paudel  
Branch Manager

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## Section 2: Format of Curriculum Vitae

### Key Qualifications:

[Give an outline of your /staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by you / staff member on relevant previous assignments and give dates and locations. Use about half a printed page.]

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### Education:

[Summarize college/university and other specialized education of your / staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a printed page.]

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### Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names and address of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

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### Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

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### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: \_\_\_\_\_

[Signature of staff member and authorized representative of the consultant]Day/Month/Year

Full name of staff member: \_\_\_\_\_

## Section 3: Financial Proposal Submission Form

To:  
Nepal Transit and Warehousing Company Limited  
Branch Office,41C, Ekbalpore Road 700023,Kolkata

I the undersigned, offer to provide the **Consultancy Service for Preliminary Feasibility Study of Commercial Operation of Inland Waterways India for Nepalese Transit Cargo with a Focus on NTWCL's Probable Role** in accordance with your Request for Proposal dated [*Date*] and our Proposal. Our attached Financial Proposal is for the sum of INR. 2,15,317/- (Two Lakh Fifteen Thousand Three Hundred Seventeen only) This amount is inclusive of all the applicable local taxes (excluding GST).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations.

I/We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Consultant:  
Address:

## **Section 4: Terms of Reference**

### **Term of Reference (TOR)**

#### **For**

### **Consultancy Service for Preliminary Feasibility Study of Commercial Operation of Inland Waterways India for Nepalese Transit Cargo with a Focus on NTWCL's Probable Role.**

#### **a. Background,**

Nepal, a landlocked nation, has historically relied on agreements with neighboring countries, particularly India, to access seaports for its import and export needs. This access is facilitated through the Treaty of Transit, which allows the movement of goods (traffic-in-transit) through Indian territory. Recognizing the limitations of solely relying on land routes, a significant amendment was made to the treaty on June 1st, 2023. This amendment granted Nepal access to specific inland waterways within India, opening new possibilities for bi-directional multimodal cargo movement.

These newly agreed inland waterways encompass several routes. The amended treaty allows Nepal to utilize specific inland waterways for bi-directional multimodal cargo movement. These waterways encompass several routes, including:

- 1.Kolkata/Haldia – Sahibgunj (inland waterways) – Sahibgunj-Manihari (by inland waterways) –Manihari- Jogbani/Biratnagar (road)
- 2.Jogbani/Biratnagar – Manihari (by road) – Manihari-Sahibgunj (by inland waterways) ;Sahibganj– Kolkata/Haldia (inland waterways)
- 3.Kolkata/Haldia – Sahibgunj (by inland waterways) –Sahibgunj-Bhagalpur – Jogbani/Biratnagar (by road)
- 4.Jogbani/Biratnagar – Bhagalpur – Sahibgunj (by road): Sahibganj – Kolkata/Haldia (by inland waterways)
- 5.Kolkata/Haldia – Kalughat (by inland waterways); kalughat – Raxaul/Birgunj (by road)
- 6.Raxaul/Birgunj – Kalughat (by road) – Kalughat -Kolkata/Haldia (by inland waterways)
- 7.Kolkata/Haldia – Varanasi (by inland waterways) – Varanasi-Sunauli/Bhairahawa (by road)
- 8.Bhairahawa/Sunauli – Varanasi (by road) – Varanasi-Kolkata/Haldia (by inland waterways)

The amended treaty also outlines procedures for import and export utilizing these multimodal routes, integrating inland waterways. Furthermore, the Nepal Transit and Warehousing Company Ltd. (NTWCL) has been designated as the focal point for overseeing traffic-in-transit activities and most probability for including those utilizing the new inland waterways.

While the inclusion of inland waterways presents a strategic advantage for Nepal's trade endeavors, a crucial gap in knowledge exists. The commercial viability and specific operational requirements for utilizing these waterways effectively remain unclear. To address this knowledge gap, a preliminary study is needed to analyze the commercial aspects of using these inland waterways for Nepal's transit cargo. This study will form the basis for informed decision-making and the development of strategies to maximize the benefits of this new access point for Nepal's trade.

**b. Objectives,**

The primary objective of this study is to assess the commercial viability of utilizing the newly agreed inland waterways for Nepal's transit cargo. This will involve analyzing operational costs, efficiency, and potential challenges associated with integrating these waterways into Nepal's trade network. The ultimate goal is to provide a clear understanding of the commercial feasibility engagement of NTWCL in utilizing these waterways for Nepal's import and export activities.

**c. Scope of the Services,**

1. Analyze Indo-Nepal Transit Treaty articles on inland waterways, uncovering legal details of cargo transportation overall provisions of Transit Treaty.
2. Analyze cargo trends in transit to Nepal via Kolkata/Haldia, considering volume, types, value, and seasonal variations. Assess their suitability for inland waterways.
3. Observing/Assessing Kolkata/Haldia inland waterway terminals for infrastructure, handling capacity, and efficiency.
4. Holding discussions with inland waterways terminal operator (alliance summit) & inland ship operator (Inland and coastal shipping limited) at Kolkata.
5. Collect data on terminal handling rates, transshipment cost, vessel capacity, and operational costs.
6. Assess Kolkata/Haldia-Sahibgunj waterway for navigability, infrastructure, and communication systems.



7. consulting with port operator at Sahibganj & observing the Sahibganj port's capacity for Nepal's cargo, infrastructure, expansion potential, customs.
8. Evaluate Sahibganj-Manihari waterway for infrastructure, traffic, and cargo movement challenges.
9. Analyze infrastructure and capacity at Manihar terminal for cargo handling, including customs clearance and border procedures & discussion with relevant authorities.
10. Collecting data of road/weight charge and timing at Manihar-Biratnagar route.
11. Calculate travel times, collect freight rates for Bhagalpur to Jogbani/Biratnagar. Compare routes for efficiency.
12. Visit Kalughat terminal and stakeholders to understand their role and capabilities in receiving Nepal's cargo via waterways.
13. Collecting and analyzing data of timing terminal handling rates and charges at Kalughat terminal.
14. Collecting and analyzing data of timing and freight charge transporters, stakeholders between Kalughat -Raxaul/Birgunj.
15. Analyze existing rail and road-based freight rates, handling charges, and timing for cargo movement from Kolkata to Raxaul/Birgunj/Jogbani.
16. Identify cargo types most suitable for inland waterway transport based on weight, size, fragility, and value.
17. Estimate potential cargo volumes viable for transportation through inland waterways.
18. Analyze market demand for using inland waterways in Nepal, considering both domestic and international trade.
19. Assess potential competition from existing land-based transportation companies for Nepal's transit cargo.
20. Identify potential risks associated with using inland waterways for cargo movement.
21. Evaluate the existing infrastructure on designated inland waterways, including navigability, lock capacities, and terminal facilities.
22. Clarify customs clearance procedures for cargo moving through new inland waterway routes.
23. Define the roles and responsibilities of various stakeholders involved in operating inland waterways for transit cargo.
24. Recommend the best route for Nepal's inland waterways transit cargo.
25. Recommending best short term and long term strategy for NTWCL to engaged in inland waterways operation.
26. Recommending best short term and long term strategy for Nepal to utilize in inland waterways of India.

**d. Subject provided by the company**

Nepal Transit and Warehousing Company Limited Provides a representative on the behalf of the company to accompanied consultant.

**e. Knowledge Transfer**

After the study is completed, the consultant must give a separate presentation to the company's management and Board of Directors.

**f. Staff inputs**

<b>Logistics and Inland Waterways Expert-One</b>		
	<b>Education</b>	<b>Experience</b>
<b>Minimum</b>	Minimum Bachelor's degree in Business Administration/Commerce/Engineering/information technology or equivalent.	Minimum 10 years of professional experience in port management/freight forwarding/custom clearing/custom administration/shipping/warehousing/transportation/Inland Waterways.
<b>Preferable</b>	Master's degree in Business Administration/Commerce/Engineering/information technology or equivalent.	-Minimum 15 years of professional experience in port management/freight forwarding/custom clearing/custom administration/shipping/warehousing/transportation/Inland waterways.

(The applicants need to submit all justifying self attested document for above mentioned qualifications and experiences)

**g. Presentation**

The consultant should give following presentation based on draft report:

- One Presentation to NTWCL Kolkata Staff
- One presentation to NTWCL Head office
- One presentation to NTWCL BoD

**h. Evaluation**

This a Quality Based (QB) consulting with a fix remuneration of INR 2,15,317/- The evaluation of eligible consultant will be

entirely based on qualification and experience. The evaluation criteria is shown in following table:

**EVALUATION CRITERIA**

<b>Criteria</b>	<b>Variables</b>	<b>Points</b>
<b>Academic Qualification</b>		<b>20</b>
Bachelor's degree in Business Administration/Commerce/Engineering/information technology or equivalent.		10
Master's degree in Business Administration/Commerce/Engineering/information technology or equivalent.		10
<b>Experience</b>		<b>80</b>
<b>Professional experience in port management/freight forwarding/custom clearing/custom administration/shipping/warehousing/transportation/Inland Waterways/ Inland navigation :</b>		<b>20</b>
5 years		5
6-8 years		7
9-10 years		10
11-15 years		13
16-20 years		16
21 years and above		20
<b>Professional experience of working with inland Terminal operator/ Inland shipping company/ IWAI</b>		<b>20</b>
3 years		5
4-5 years		8
6-8 years		12
9-10 years		16
11 years and above		20
<b>Professional work experience of dealing with transit cargo to Nepal via Kolkata/Haldia.</b>		<b>10</b>
3 years		3
4-5 years		5

6-8 years	7
9-10 years	9
11 years and above	10
<b>Consulting experience in the area of port management/freight forwarding/custom clearing/custom administration/shipping/warehousing/transportation/ Inland Waterways/ Inland navigation.</b>	<b>5</b>
One assignment	1
Two Assignment	2
Three Assignment	3
Four Assignment	4
Five and more Assignment	5
<b>Consulting experience in logistics related Inland Waterways/ Inland navigation.</b>	<b>20</b>
One assignment	5
Two Assignment	8
Three Assignment	12
Four Assignment	15
Five and more Assignment	20
<b>Consulting experience of dealing with transit cargo of Nepal.</b>	<b>5</b>
One assignment	1
Two Assignment	2
Three Assignment	3
Four Assignment	4
Five and more Assignment	5
<b>Total</b>	<b>100</b>

**i. Reports and Time Schedule**

The consultant should provide a time schedule of work execution as per activities of TOR. The draft report needs to submit on 30<sup>th</sup> day from commencement. The report should consist all the scopes of TOR.

**j. Payment**

This is a fixed-cost assignment of INR 2,15,317/- The payment with the applicable tax deduction is made after satisfactory submission of the final report. The field study of the

consultant will be done with a company representative. The consultation, transport, and accommodation will be separately covered by the company.

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## **Section 5: Standard Form of Contract**

Consultants' Services  
(Direct Purchase)

Title of Consulting Services: **Consultancy Service for Preliminary Feasibility Study of Commercial Operation of Inland Waterways India for Nepalese Transit Cargo with a Focus on NTWCL's Probable Role.**

**Nepal Transit and Warehousing Company Limited  
(An Undertaking of Govt.of Nepal)  
Branch Office, 41C, Ekbalpore Road, 700023,Kolkata  
West Bengal,India**

## CONTRACT

THIS CONTRACT ("*Contract*") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("*the Client*") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("*the Consultant*") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
  - a. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - b. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
  - c. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. **Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
  - A. **Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. **Schedule of Payments**

The schedule of payments is specified below:<sup>1</sup>

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<sup>1</sup>

*[insert amount Nepali Currency]* upon the Client's receipt of a copy of this Contract signed by the Consultant;

*[insert amount in Nepali currency]* upon the Client's receipt of the draft report, acceptable to the Client; and

*[insert amount in Nepali currency]* upon the Client's receipt of the final report, acceptable to the Client.

*[insert amount and currency]* Total:

C. Payment Conditions

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator.

The Client designates Mr. /Ms. *[insert name]* as Client's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and



software.<sup>2</sup>

- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Responsibility** The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

# **Consultancy Service for Preliminary Feasibility Study of Commercial Operation of Inland Waterways India for Nepalese Transit Cargo with a Focus on NTWCL's Probable Role.**

## **Expected Tamplate of Final Report.**

### **Cover page:**

- include the report title, the date, and other relevant details.

### **Executive Summary (or Abstract):**

- Provide a concise overview of the entire report.
- Summarize the key finding, recommendations, and conclusions.

### **Introduction and Background:**

- Briefly introduce the project objective, highlighting the importance of Inland waterways for Nepal.

### **Table of Contents:**

- List the main section and subsections of the report.

**Analysis of Each Scope Item:** The consultancy should incorporate following leading and can also add additional leading based TOR:

- 1. Indo-Nepal Transit Treaty:** Analyze Indo-Nepal Transit Treaty in relation to inland waterways, highlighting permissions, restrictions, and cargo procedures.
- 2. Inland Waterways:** Treaty provisions on inland waterways include routes, cargo types, and vessel limits.
- 3. Transit Cargo Analysis:** Analyze cargo trends for Nepal via Kolkata/Haldia: volume, type, value, and seasonality. Evaluate suitability for inland waterways.
- 4. Stakeholder Analysis:**
- 5. Riverine Infrastructure:** Assess Kolkata/Haldia terminals' infrastructure, capacity, efficiency. Analyze waterway equipment and cargo handling procedures.
  - 5.1. Kolkata:**
  - 5.2. Sahibgunj:**
  - 5.3. Manihari:**
  - 5.4. Kalugha:**
- 6. Transshipment/ Clearing Procedure:**
  - 6.1. Kolkata:**
  - 6.2. Sahibgunj:**
  - 6.3. Manihari:**

**6.4.Kalugha:**

**7. Charges:**

**7.1.Terminal charges:**

**7.2. Freight charges:**

**7.3. In-road freight charge after multimodal terminals:**

**8. Analysis of Road/Rail based freight charges**

**9. Comparative Analysis of Road/Rail and waterways.**

**10.Business projection based on transit cargo.**

**11.Operational treats:**

**12.Major Findings:**

**13.Recommending to NTWCL.**

**14.Recommending to Nepal Government.**

**Conclusion:**

- Summarize the key finding from each analysis, highlighting the most critical bottlenecks and potential cost-saving opportunities.
- These recommendations should be actionable and aligned with the overall project Objective of enhancing Nepal's import competitiveness.