

**Bidding Document for  
Procurement  
of**

Geo Technical Investigation at following Locations in NW-1

1. *Bank Protection Sites (Bhagirathi & Hooghly River)*
2. *Samdaghat (Ro-Ro Locations)*
3. *Kahalgaon- Tintanga*
4. *Bakhtiyarpur- Mahnar (Hasanpur)*
5. *Buxar- Saraikota*
6. *Integrated Vessel Repair and Maintenance Complex.*

for

**“Capacity Augmentation of National Waterway-1.  
Project”**

(Single Stage, Two Envelope Bidding)



**Client: Inland Waterways Authority of India, Ministry of Shipping,  
Government of India  
Country: INDIA**

**NCB No: IN-IWAI- 55644-NC-RFB**

**Issued on: May , 2018**

**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Government of India)  
Head Office: A-13, Sector – 1, Noida - 201301  
Phone: 0120-2424544; website: [www.iwai.nic.in](http://www.iwai.nic.in) ; email: [vc.iwai@nic.in](mailto:vc.iwai@nic.in)

Inland waterways Authority of India  
( Ministry of Shipping, Govt of India)

PROJECT – Capacity Augmentation of National Waterways - 1 ( NW-1)

File Ref:- IN / IWAI / WB / NW-1/ 4/9/2018

IFB NO :- IN-IWAI- 55644-NC-RFB

**NATIONAL COMPETITIVE BIDDING**  
**Invitation for Bids - (IFB)**

	NAME OF WORK	<i>Procurement of Geo Technical Investigation services at following Locations in NW-1</i> <ol style="list-style-type: none"> <li>1. Bank Protection Sites (Bhagirathi &amp; Hooghly River)</li> <li>2. Samdaghat (Ro-Ro Locations)</li> <li>3. Kahalgaon- Tintanga</li> <li>4. Bakhtiyarpur- Mahnar (Hasanpur)</li> <li>5. Buxar- Saraikota</li> <li>6. Integrated Vessel Repair and Maintenance Complex.</li> </ol>
	Cost of Bidding Document	INR 1,000.00
	Value of EMD ( Bid Security )	INR 1,63,000.00
	PERIOD OF SALE OF BIDDING DOCUMENT	FROM 27/05/2018 TO 28/06/2018 up to 15:00 Hrs
	TIME AND DATE OF PRE-BID CONFERENCE	Not Applicable
	LAST DATE AND TIME FOR Receipt of Bids	Up to 28/06/2018 [15:00 Hrs)
	TIME AND DATE OF OPENING	DATE 29/06/2018 TIME 15:00 HOURS OF BIDS
	PLACE OF OPENING OF BIDS	Inland Waterways Authority of India , Project Management Unit – Jal Marg Vikas Project A-13, Sector -1 , Noida ( U.P )
	<b>OFFICER INVITING BIDS</b>	<b>Vice Chairman &amp; Project Director [JMVP]</b>

**Invitation for Bids (IFB)**  
 (Single Stage, Two Envelope Electronic Bidding)  
 National Competitive Bidding  
 Country: India  
 Project: Capacity Augmentation of NW-1 (Jal Marg Vikas) Project  
 Loan number: IBRD P-8752 – IN

. Procurement of Geo Technical Investigation services at following Locations in NW-1

1. Bank Protection Sites (Bhagirathi & Hooghly River)
2. Samdaghat (Ro-Ro Locations)
3. Kahalgaon- Tintanga
4. Bakhtiyarpur- Mahnar (Hasanpur)
5. Buxar- Saraikota
6. Integrated Vessel Repair and Maintenance Complex

**IN\_IWAI- 55644-NC-RFB**

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in .....

2. The Inland Waterways Authority of India, Ministry of Shipping, Government of India has received a loan from the International Bank for Reconstruction and Development toward the cost of Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas Project), and it intends to apply part of the proceeds of this loan to payments under the Contract for *Procurement of Geo Technical Investigation services in NW-1 in locations at Bank Protection Sites (Bhagirathi & Hooghly River) ; Samdaghat (Ro-Ro Locations); Kahalgaon- Tintanga ; Bakhtiyarpur- Mahnar (Hasanpur); Buxar- Saraikota ; Integrated Vessel Repair and Maintenance Complex*

3. The Vice Chairman & Project Director (JMVP) Inland Waterways Authority of India, Ministry of Shipping, Government of India, invites electronic bids in two parts (Technical Bid and Financial Bid) from eligible and qualified bidders for *Procurement of Geo Technical Investigation services in NW-1 in locations at Bank Protection Sites (Bhagirathi & Hooghly River) ; Samdaghat (Ro-Ro Locations); Kahalgaon- Tintanga ; Bakhtiyarpur- Mahnar (Hasanpur); Buxar- Saraikota ; Integrated Vessel Repair and Maintenance Complex*

**The services are required to be completed in 90 DAYS from the date of award.**

4. Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits* January 2011 revised July 2014 and is open to all bidders from Eligible Source Countries as defined in the Guidelines.<sup>5</sup>

5. Interested eligible bidders may obtain further information from the office of tender inviting authority and inspect the Bidding Documents at the address given at the end from 10 AM to 5:30 PM. on any working day during the period of sale of Bidding Document.

6. Qualifications requirements are provided in the bidding document.

7. Bidding Document is available for download from CPPP portal <https://eprocure.gov.in/eprocure/app>. Bidders, who download the bidding document shall pay a non-refundable fee of INR 1000 along with their bid in the form of a crossed Demand Draft in favour of "IWAI Fund" payable at NOIDA. Such bidders shall not tamper/modify the Bidding forms included in Section IV

1. IFB -Invitation to Bid

of this bidding document. The Bids are required to be submitted as per relevant Price Schedule Form included in Section IV and any Bid received in any other Format shall be rejected and Bid security forfeited.

8. Aspiring bidders who have not obtained the user ID and password for participating in e-tendering, may enrol/register themselves on CPPP site <https://eprocure.gov.in/eprocure/app> and obtain the same. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. For further details, aspiring bidders may go through the detailed instructions given at the end of this IFB as an attachment “**Instructions for Online Bid Submission**”

9. Bids (Technical Bid and the Financial Bid) must be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>, before **03:30 PM on 28/06/2018**. **Bids submitted manually will not be accepted**, other than those documents stated in the documents.

The bidder shall be responsible for ensuring that any Addendum/Corrigendum available on the website is also downloaded and incorporated. Any bid or modification to bid (including discount) received outside e-procurement system will not be considered. .

Electronic bid opening shall take place at the venue, date and time mentioned in the bidding document.

**All bids must be accompanied by a “Bid Security” of INR 1,63,000.00 in accordance with ITB Clause 21 of the bidding document.**

10. The address referred to above is :-

Vice Chairman & Project Director ( JMVP)  
Inland Waterways Authority of India  
Project Management Unit  
Address: A-13, Sector – 1  
City: Noida, Gautam Buddha Nagar, Uttar Pradesh  
ZIP Code: 201301 Country: India  
Telephone: +91 1202424544 ; Electronic mail address: vc.iwai@nic.in

.....

## Attachment to IFB

### “Instructions for Online Bid Submission”

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

Detailed information for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **REGISTRATION**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

- 1) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 3) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile. Additional instructions for foreign bidders can be seen on (sr. no. 13) <https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>
- 4) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 5) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers (files) in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) 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 PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

### 1. IFB -Invitation to Bid

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
- 3) Bidder has to select the payment option as “offline” to pay the **Bid Security** as applicable and enter details of the instrument.
- 4) Bidder should prepare the bid security as per the instructions specified in the bidding document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the bidding documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format (or Price Schedule) with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ (Price Schedule) file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ (Price Schedule) file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. 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.
- 7) The uploaded bid documents become readable only after the opening of the bids by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. 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.

\* \* \* \*

## 1. IFB -Invitation to Bid

## Table of Contents

	Invitation for Bids (IFB)	1 - 7
	PART 1 – Bidding Procedures	8
	Section I. Instructions to Bidders	8 - 35
	Section II. Bid Data Sheet (BDS)	36 - 42
	Section III. Evaluation and Qualification Criteria	43 -44
	Section IV. Bidding Forms	45 - 57
	Section V. Eligible Countries	58
	Section VI. Bank Policy - Corrupt and Fraudulent Practices	59
	PART 2	61
	Section VII. Schedule of Requirements INTRODUCTION OBJECTIVES AND SCOPE OF WORK SOIL INVESTIGATION SPECIFICATIONS TIMELINES & DELIVERABLES BILL OF QUANTITIES	61 - 76
	PART 3 - Contract	77
	Section VII. General Conditions of Contract Appendix to GCC	78 – 93
	Section VIII. Special Conditions of Contract	95 – 102
	Section IX. Contract Forms	104- 110

# PART 1 – Bidding Procedures

## Section I. Instructions to Bidders

<b>Table of Clauses</b>		
S.N	contents	Page no
<b>A</b>	<b>A. General</b>	10
1	Scope of Bid	10
2	Source of Funds	10
3	Corrupt or Fraudulent Practices	10
4	Eligible Bidders	12
5	Qualification of the Bidder / Eligibility goods & related Services	14
6	One Bid per Bidder	17
7	Cost of Bidding	17
8	Site Visit	17
<b>B</b>	<b>B. Bidding Documents</b>	17
9	Content of Bidding Documents	17
10	Clarification of Bidding Documents	18
11	Amendment of Bidding Documents	19
<b>C</b>	<b>C. Preparation of Bids</b>	19
12	Language of Bid	19
13	Documents Comprising the Bid	19
14	Bid Prices	19
15	Currencies of Bid and Payment	21
16	Bid Validity	22
17	Bid Security	22
18	Alternative Proposals by Bidders	23
19	Format and Signing of Bid	24
<b>D</b>	<b>D. Submission of Bids</b>	24
20	Sealing and Marking of Bids	24
21	Deadline for Submission of Bids	26
22	Late Bids	26
23	Modification and Withdrawal of Bid	26
<b>E</b>	<b>E. Bid Opening and Evaluation</b>	26
24	Bid Opening	26
25	Confidentiality	27
26	Clarification of Bids	28



27	Examination of Bids and Determination of Responsiveness	28
28	Correction of Errors	29
29	Currency for Bid Evaluation	29
30	Evaluation and Comparison of Bids	29
31	Preference for Domestic Bidder	32
F	F. Award of Contract	32
32	Award Criteria	33
33	Employer's Right to Accept any Bid and to Reject any or all Bids	33
34	Notification of Award and Signing of Agreement	33
35	Performance Security	34
36	Advance Payment and Security	35
37	Adjudicator	35
38	Notifications	35

<b>General</b>		
Clause No.	Topic	Description
1	Scope of Bid	<p>1.1 The Employer, as defined in the <b>Bidding Data Sheet (BDS)</b>, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is <b>provided in the BDS</b>.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date <b>provided in the BDS</b>.</p>
2	Source of Funds	<p>The Borrower, as <b>defined in the BDS</b>, intends to apply part of the funds of a loan from the World Bank, <b>as defined in the BDS</b>, towards the cost of the Project, <b>as defined in the BDS</b>, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.</p>
3	Corrupt and Fraudulent Practices	<p>3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Bidders, suppliers, and contractors and their sub-contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. <sup>1</sup> In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly</p>

<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

## 2.Section-1 ITB - Instruction to the bidders

		<p>misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.</p> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question,</p>
--	--	--

<sup>4</sup> For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

<sup>5</sup> For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

		<p>without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>7</sup>;</p> <p>(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.</p>
		<p>3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 1.7 (Inspection &amp; audit by the Bank) and 2.6.1 (Termination by the Employer) of the General Conditions of Contract.</p>
4	Eligible Bidders	<p>4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. <b>Unless specified in the BDS</b>, there is no limit on the number of members in a JV.</p> <p>4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to</p>

<sup>6</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

		<p>have a conflict of interest with one or more parties in this bidding process, if the Bidder:</p> <ul style="list-style-type: none"> <li>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>(b) receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>(c) has the same legal representative as another Bidder; or</li> <li>(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or</li> <li>(e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or</li> <li>(f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or</li> <li>(g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or</li> <li>(h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</li> <li>(i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract</li> </ul> <p>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.</p>
--	--	---

		<p>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB Clause 3.1 , or in accordance with the Bank’s Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (Anti-Corruption Guidelines), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms is available at the electronic address specified in the <b>BDS</b>.</p> <p>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser’s Country may participate only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank’s satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.</p> <p>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.</p> <p>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.</p> <p>4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
5	Eligible Goods and Related Services	<p>5.1 All bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.</p> <p>5.2 Deleted. ( This Para relates to Pre-Qualification of Potential bidders)</p> <p><i>5.2.1 Bidder shall furnish the documents stated in BDS:</i></p>

		<p>( This Para relates to Post -Qualification of Potential bidders)</p> <p>5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise <b>stated in the BDS</b>:</p> <ul style="list-style-type: none"> <li>(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder;</li> <li>(b) total monetary value of Services performed for each of the last five years;</li> <li>(c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;</li> <li>(d) list of major items of equipment proposed to carry out the Contract;</li> <li>(e) qualifications and experience of key site management and technical personnel proposed for the Contract;</li> <li>(f) reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;</li> <li>(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</li> <li>(h) authority to the Employer to seek references from the bidder's bankers;</li> <li>(i) information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned, and disputed amount; and</li> <li>(j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.</li> </ul> <p>5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the <b>BDS</b>:</p>
--	--	---

		<ul style="list-style-type: none"> <li>(a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;</li> <li>(b) the Bid shall be signed so as to be legally binding on all partners;</li> <li>(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;</li> <li>(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and</li> <li>(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</li> </ul> <p>5.5 To qualify for award of the Contract, bidder shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> <li>(a) annual volume of Services of at least the amount <b>specified in the BDS;</b></li> <li>(b) experience as prime Contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) <b>as specified in the BDS;</b></li> <li>(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment <b>listed in the BDS;</b></li> <li>(d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and</li> <li>(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the <b>BDS.</b></li> </ul>
--	--	--



		<p>A consistent history of litigation or arbitration awards against the Bidder or any partner of a Joint Venture shall result in disqualification.</p> <p>5.6 The figures for each of the partners of a joint venture shall be added together to determine the bidder’s compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (,e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture’s Bid. Sub-Contractors’ experience and resources will not be taken into account in determining the bidder’s compliance with the qualifying criteria, unless otherwise <b>stated in the BDS</b>.</p>
6	<b>One Bid per Bidder</b>	6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder’s participation to be disqualified.
7	<b>Cost of Bidding</b>	7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
8	<b>Site Visit</b>	8.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder’s own expense.
<b>Contents of Bidding Documents</b>		
9.0	<b>Contents of Bidding Documents</b>	<p>9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:</p> <p style="text-align: center;"><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bidding Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> <li>• Section V. Eligible Countries</li> <li>• Section VI. Bank Policy-Corrupt and Fraudulent Practices</li> </ul> <p style="text-align: center;"><b>PART 2 Services Requirements</b></p>

		<ul style="list-style-type: none"> <li>• Section VII. Schedule of Requirements</li> <li>• Section VII . Scope of Work &amp; BOQ.</li> </ul> <p style="text-align: center;"><b>PART 3 Contract</b></p> <ul style="list-style-type: none"> <li>• Section VIII. General Conditions of Contract (GCC)</li> <li>• Section VIII. Special Conditions of Contract (SCC)</li> <li>• Section IX. Contract Forms</li> </ul> <p>9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid. Sections IV, VI, and X should be completed and returned with the Bid in the number of copies specified in the <b>BDS</b>.</p>
<p style="text-align: center;">10</p>	<p><b>Clarification of Bidding Documents &amp; Pre-Bid Meeting</b></p>	<p>10.1 A Bidder requiring any clarification of the bidding documents shall notify the Employer through the e-procurement portal specified in the BDS or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 10.2.</p> <p>The Employer’s response to the clarification, including a description of the inquiry but without identifying its source will be made available through the e-procurement portal provided that such request is uploaded no later than fourteen (14) days prior to the deadline for submission of bids. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents in the e-procurement portal following the procedure under ITB 11.</p> <p>10.2 If so <b>specified in the BDS</b>, the Bidder’s designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder is requested to submit any questions through e–procurement portal, not later than one week before the meeting.</p> <p>10.3 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be posted in the e-procurement portal. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum in the e-procurement portal pursuant to ITB 11 and not through the</p>

		<p>minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p> <p>It is the bidder's responsibility to check the e-procurement portal from time to time for any addendum or corrigendum to the bidding documents. The Employer will not issue any notifications separately to the bidders.</p>
11	<b>Amendment of Bidding Documents</b>	<p>11.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing addenda, which will be uploaded on the e-Procurement Portal.</p> <p>11.2 Any addendum thus issued shall be part of the bidding documents and it will be binding on all Bidders. It is the Bidder's responsibility to check the e-procurement portal for any update.</p> <p>11.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below. For this purpose, addendum/ notification of extension of deadline for bid submission will be uploaded on the e-Procurement Portal and shall be available online.</p>
<b>Preparation of Bids</b>		
12	<b>Language of Bid</b>	12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
	<b>Letter of Bid and Price Schedules /</b>	12.2 The Bidder shall prepare the <b>Letter of Bid – Technical Part</b> , and <b>Letter of Bid – Financial Part</b> using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13	<b>Documents Comprising the Bid</b>	<p>13.1 The Bid shall comprise, two parts, namely</p> <ul style="list-style-type: none"> <li>• Technical Part and</li> <li>• Financial Part.</li> </ul> <p>These two Parts shall be uploaded simultaneously in two separate electronic files. One file shall contain only information relating to the</p>

		<p>Technical Part and the other, only information relating to the Financial Part. These two files shall be uploaded in the CPPP portal.</p> <p>13.2 The <b>Technical Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid- Technical Part:</b> prepared in accordance with ITB 12.2;</li> <li>(b) <b>Scanned copy of Bid Security or Bid-Securing Declaration:</b> in accordance with ITB 17.1;</li> <li>(c) <b>Alternative Bids – Technical Part:</b> if permissible in accordance with ITB 18.1, the Technical Part of any Alternative Bid;</li> <li><b>(d) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB20.2 ;</b></li> <li>(e) documentary evidence in accordance with ITB 5 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;</li> <li>(f) documentary evidence in accordance with ITB 5.1 establishing the Bidder’s eligibility to Bid.</li> <li>(g) deleted</li> <li>(i) documentary evidence in accordance with ITB 30, that the Goods and Related Services conform to the bidding documents</li> <li>(h) any other document <b>required in the BDS.</b></li> <li>(j) deleted</li> <li>(k) deleted.</li> <li>(m) Scanned copy of Demand Draft towards the tender fee as required in ITB 7</li> <li>(n) Qualification information: Documentary evidence in support of Bidder’s qualifications indicating that the Bidder meets each of the qualification criterion specified in Section III- Evaluation and Qualifcation Criteria pursuant to ITB Clause 5</li> <li>(o) Duly filled Bidder Information Form as per Format given in Section IV- Bidding Forms.</li> </ul> <p>In addition to the requirements mentioned above , Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p> <p>13.3 The <b>Financial Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid – Financial Part:</b> prepared in accordance with ITB 12.2, alongwith completed price schedules in accordance with ITB 12.</li> <li>(b) <b>Alternative Bid – Financial Part;</b> if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;</li> <li>(c) any other document <b>required in the BDS.</b></li> </ul>
--	--	--

		<p>13.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> <p>13.5 The Bidder shall furnish in the Letter of Bidid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
14	<b>Bid Prices</b>	<p>14.1 The Contract shall be for the Services, as described in</p> <ul style="list-style-type: none"> <li>• Section-VIII – Technical Specifications</li> <li>• Section- VII – Schedule of Requirement’s</li> </ul> <p>14.2 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications in Section VIII and listed in the Activity Schedule, Section VII Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Schedule.</p> <p>14.3 GST and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.</p> <p>14.4 The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.</p> <p>14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract</p>
15	<b>Currencies of Bid and Payment</b>	<p>15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:</p> <ul style="list-style-type: none"> <li>(a) for those inputs to the Services which the Bidder expects to provide from within the Employer’s country, the prices shall be quoted in the currency of the Employer’s country, unless otherwise <b>specified in the BDS</b>; and</li> <li>(b) for those inputs to the Services which the Bidder expects to provide from outside the Employer’s country, the prices shall be quoted in up to any three currencies of any member country of the Bank.</li> </ul>

		<p>15.2 Bidder shall indicate details of their expected foreign currency requirements in the Bid.</p> <p>15.3 Bidder may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.</p>
	<b>16. Bid Validity</b>	<p>16.1 Bids shall remain valid for the period <b>specified in the BDS</b>.</p> <p>16.2 In exceptional circumstances, the Employer may request that the Bidder extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Service Provider agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.</p> <p>16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. In the case of adjustable price contracts, no adjustment shall be made. In any case, bid evaluation will be based on the Bid prices without taking the above correction into consideration.</p>
	<b>17. Bid Security</b>	<p>17.1 The Bidder shall furnish, as part of the Bid, a scanned copy of the Bid Security or a Bid-Securing Declaration, if required, as <b>specified in the BDS</b>. The original Bid Security shall be submitted along with other specified originals in accordance with the procedure specified in <b>ITB 20. and BDS 20</b>.</p> <p>17.2 The Bid Security shall be in the amount <b>specified in the BDS</b> and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:</p> <ul style="list-style-type: none"> <li>(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;</li> <li>(b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall</li> </ul>

		<p>have a correspondent financial institution located in the Employer’s Country to make it enforceable.</p> <p>(.c) be substantially in accordance with the form of Bid Security included in Section IV - Bidding Forms, or other form approved by the Employer prior to bid submission;</p> <p><b>(A)</b> be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;</p> <p>(.e) be submitted in its original form; copies will not be accepted;</p> <p>(f) remain valid for a period of 45 days beyond the validity period of the bids, or beyond any period of extension if requested under ITB Sub-Clause 16.2;</p> <p>17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.</p> <p>17.4 The Bid Security of unsuccessful Bidder shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB Clause 35.</p> <p>17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or</p> <p>(b) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB Clause 34;</p> <p>(ii) furnish a Performance Security in accordance with ITB Clause 35.</p> <p>17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.</p>
18	<b>Alternative Bids</b>	18.1 Unless otherwise <b>specified in the BDS</b> , alternative bids shall not be considered.





		<ul style="list-style-type: none"> <li>(iii) List of major items of equipment proposed to carry out contracted services in accordance with ITB 5.2.1 (c') read with BDS 5.2</li> <li>(iv) Summary Sheet towards establish of Qualification Criteria and the requirements in accordance with ITB 5.2.1 (d) read with BDS 5.2</li> <li>(v) Confirmation to the type of Bid Submitted “ Single or JV” along with Sub-contracting in accordance with ITB 5.4 (.c) read with BDS 5.2.1</li> <li>(vi) Bid Security in the acceptable form for the specified amount and validity in accordance with ITB 17.2.</li> <li>(vii) Power of Attorney of signatory of the Bid/documents submitted with the Bid in accordance with ITB 19.2 &amp; 19.3.</li> <li>(viii) An Affidavit, as per ITB 13.1 (d) affirming that information, documents and certificates furnished with the bid are correct to the best of knowledge and belief of the bidder;</li> </ul>
<p>20.3</p>		<p><b>20.3 Submission of Original Documents</b></p> <p>Bidders are also required to ensure that following documents in original are submitted in the manner specified here under:  Employer (or the IT Service Provider entrusted with the responsibilities in respect of e-Procurement Portal) is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure that it has sufficient time to submit an electronic bid prior to the deadline for bid submission. In case of any fault/failure in the e-Procurement Portal system occurring around the closing time for bid submission that may affect the bidding process, the Employer may at its sole discretion extend the deadline for bid submission for at least 24 hours from the time system is restored fully to allow bidders sufficient time to submit their bids.</p> <ul style="list-style-type: none"> <li>(a) <b>Original Bid Security</b> for the amount specified in ITB 17.2 / BDS 17.2 in the specified format,</li> <li>(b) <b>Original Power of Attorney of the signatory of the Bid</b> and documents submitted with the bid and also the Power of Attorney in favour of the partner-in-charge in case of a JV in accordance with ITB 19.2 &amp; 19.3 ( as applicable)</li> <li>(c) <b>Original Affidavit</b> in accordance with ITB 13.</li> </ul>

		<p>(d) <b>Affirming correctness of the information</b>, documents and certificates furnished with the bid are received in the Employer's Office as specified in the <b>Bid Data Sheet</b>, on or before the date and time of opening of Bids, either by registered post or by hand, failing which the bids shall be declared non-responsive. In this regard, bidders shall comply with the following:</p> <p>(i) The above documents should be submitted in one envelope &amp; addressed to the employer in accordance with BDS 20</p>
21	<b>Deadline for Submission of Bids</b>	<p>21.1 Bids shall be submitted in the e-procurement system no later than the time and date <b>specified in the BDS</b>.</p> <p>21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidder previously subject to the original deadline will then be subject to the new deadline.</p>
22	<b>Late Bids</b>	22.1 e- Procurement system would not allow any late submission of bids after due date and time as per server system.
23	<b>Withdrawal, Substitution, and Modification of ds</b>	<p>23.1 A Bidder may modify its bid submitted online, before the deadline for submission of bids. For bid modification and consequent re-submission, the Bidder is not required to withdraw its bid submitted earlier. Modification and consequent re-submission of bids is allowed any number of times. The last modified bid submitted by the Bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>The Bidder may withdraw its bid by uploading its request before the deadline for submission of bids. <b>However, if the bid is withdrawn, re-submission of the bid is not allowed.</b></p> <p>23.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.</p>
<b>Public Opening of Technical Part of Bids</b>		
24	<b>Bid Opening</b>	24.1 The Employer shall open the bids online that were submitted prior to the Submission Deadline at the date, time and place <b>specified in the BDS</b> , in the presence of Bidders' designated representatives and anyone who choose to attend the opening. Bidders, who do

		<p>not attend the bid opening, can view the bid opening by logging on to the e-procurement system.</p> <p>24.2 The withdrawn bid will not be available in the system therefore will not be read. Only the last modified bid shall be available in the system which shall be opened and read along with other bids. Only bids that are opened and read out at bid opening shall be considered further.</p> <p>24.3 All other bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any bid nor reject any bid.</p> <p>24.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, its amount and validity. The Bidders’ representatives who are present in the office of the Employer to witness the bid opening shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. Employer shall upload minutes of Bid opening on the e-procurement Portal immediately after the Bid opening has been completed.</p>
<b>Evaluation of Bids – General Provisions</b>		
25	<b>Confidentiality</b>	<p>25.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>25.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>25.3 Notwithstanding ITB Sub-Clause 25.2. , from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>

26	<b>Clarification of Bids</b>	<p>26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.</p> <p>26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.</p> <p>26.3 If a Service Provider does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p>
27	<b>Determination of Responsiveness</b>	<p>27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid</p> <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria defined in ITB Clause 4;</li> <li>(b) has been properly signed;</li> <li>© is accompanied by the required securities; and</li> <li>(d) is substantially responsive to the requirements of the bidding documents.</li> </ul> <p>27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one</p> <ul style="list-style-type: none"> <li>(a) which affects in any substantial way the scope, quality, or performance of the Services;</li> <li>(b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or</li> <li>(c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.</li> </ul> <p>27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p>

28	<b>Nonconformities, Errors, and Omissions</b>	<p>28.1 The electronic system of online bid submission automatically calculates the total amount from the unit rates and the quantities and the system also automatically inserts the amount in words from the amount in figures. Hence it is expected that there will be no room for discrepancy. However, if there is a</p> <ol style="list-style-type: none"> <li>a. Discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected,</li> <li>b. unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.</li> <li>c. Further, if there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected.</li> </ol> <p>28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder.</p>
29	<b>Currency for Bid Evaluation</b>	<p>29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Day work where priced competitively) to either:</p>
		<ol style="list-style-type: none"> <li>(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the BDS on the date stipulated in the BDS;</li> </ol> <p style="text-align: center;">Or</p> <ol style="list-style-type: none"> <li>(b) a currency widely used in international trade, such as the U.S. dollar, stipulated in the BDS, at the selling rate of exchange published in the international press as stipulated in the BDS.</li> </ol>
<b>Evaluation of Technical Parts of the Bids</b>		
30.1	<b>Evaluation of Bids</b>	<p><b>30.1 Evaluation of Technical Parts</b> The Employer shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p> <p>30.1.1 The Employer shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 13, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding</p>

		<p>Documents have been met without any material deviation or reservation.</p> <p>30.1.2 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB &amp; BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.</p>
30.2	<b>Determination of Responsiveness</b>	<p>30.2.1 The Purchaser's determination of Technical Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 13. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>30.2.2 If a Technical Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
30.3	<b>Qualification of the Bidders cum price adjustments</b>	<p>30.3.1 The Employer shall determine, to its satisfaction, whether all eligible Bidders, whose Technical Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>30.3.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 5. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the firm.</p> <p>30.3.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.</p>
<b>Public Opening of Financial Part of Bids</b>		
30.4	<b>Public opening of Financial Parts</b>	<p>30.4.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall make public on e-procurement portal the list of</p>

		<p>technically responsive and qualified Bidders. The date, time and location of the public opening of electronically submitted Financial Parts of the Bids shall be notified on the e-portal. In the event of the specified date being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.</p> <p>30.4.2 At the time of the opening of Financial Parts of the Bids, the names of the bidders whose bids were found responsive during technical evaluation and have submitted the original documents pursuant to ITB 20.1 will be announced and Financial Parts of the Bids of only those bidders will be opened online. The responsive bidders’ names, the Bid prices, the total amount of each bid, discount, if any, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening online. Any Bid price including discounts, if any, which is not declared and recorded, will not be taken into account in Bid Evaluation</p> <p>The Employer shall prepare the minutes of the online opening of Financial Part of Bids and upload the same for viewing online.</p> <p>30.4.3 The Purchaser shall neither discuss the merits of any Bid nor reject any “FINANCIAL PART OF THE BID” during opening. Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder whose Financial Part was opened;</li> <li>(b) the Bid price, per lot (contract) if applicable, including any discounts,</li> <li>© if applicable, any Alternative Bid – Financial Part.</li> </ul> <p>The Bidders whose “FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
<p>30.4</p>	<p><b>Evaluation of Financial Parts Contd....</b></p>	<p><b>Evaluation of Financial Part of Bids</b></p> <p>30.4.5 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>30.4.6 To evaluate the Financial Parts of the Bids, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots, as <b>specified in the BDS</b>; and the Bid Price as quoted in accordance with clause 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 28</li> <li>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14;</li> </ul>

		<p>(d) adjustments due to the application of the evaluation criteria <b>specified in the BDS</b> from amongst those set out in Section III, Evaluation and Qualification Criteria;</p> <p>(e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 33 if applicable.</p> <p>(f) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITB 30.3</p> <p>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 in bid evaluation.</p> <p>30.4.7 The Purchaser’s evaluation of a bid will exclude and not take into account:</p> <p>(a) In the case of Goods manufactured in the Purchaser’s Country, GST and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>(b) in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, GST and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</p> <p>(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>30.4.8 The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. . These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 34.4.6 (d).</p> <p>30.4.9 If so <b>specified in the BDS</b>, these Bidding Documents shall allow Bidders to <b>quote separate prices for one or more lots</b>, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.</p>
31	<b>Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids</b>	The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, Bid Securities shall be promptly returned to the Bidders.
<b>Award of Contract</b>		



32	<b>Award Criteria</b>	<p>32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.</p> <p>32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the Bidder for the award of more than one contract.</p>
33	<b>Margin of Preference</b>	33.1 <b>Unless otherwise specified in the BDS,</b> a margin of preference shall not apply
	<b>Purchaser’s Right to Vary Quantities at Time of Award</b>	33.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS,</b> and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
34	<b>Notification of Award</b>	<p>34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).</p> <p>34.2 The notification of award will constitute the formation of the Contract.</p> <p>34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.</p> <p>34.4 Upon fulfilment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders of the results of the bidding on the Employer’s website and on e-procurement Portal</p>

		<p>and shall publish in the UNDB <i>online</i> the results identifying the bid package and the following information:</p> <ul style="list-style-type: none"> <li>I. name of each Bidder who submitted the Bid;</li> <li>II. bid prices as read out at bid opening;</li> <li>III. name and evaluated prices of each Bid that was evaluated;</li> <li>IV. name of bidders whose bids were rejected and the reasons for their rejection; and</li> <li>V. name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</li> </ul> <p>34.5 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder. Any request for explanation from one Bidder should relate only to its own bid; information about the bid of competitors will not be addressed.</p>
35	<b>Performance Security</b>	<p>35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) <b>stipulated in the BDS</b>, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.</p> <p>35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either</p> <ul style="list-style-type: none"> <li>(a) At the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or</li> <li>(b) With the agreement of the Employer directly by a foreign bank acceptable to the Employer.</li> </ul> <p>35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.</p> <p>35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p>

36	<b>Advance Payment and Security</b>	36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount <b>stated in the BDS</b> .
37	<b>Adjudicator</b>	37.1 The Employer proposes the person <b>named in the BDS</b> to be appointed as Adjudicator under the Contract, at daily basis fee <b>specified in the BDS</b> , plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
38	<b>Notifications</b>	38.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement and the Conditions of Contract. 38.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

## Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
<b>ITB 1.1</b>	<p>The Employer is:</p> <p><i>Vice Chairman &amp; The Project Director, Project Management Unit JMVP – NW-1 Project, Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544</i></p>
<b>ITB 1.1</b>	<p>The name of the National Competitive Bidding is</p> <p><i>Procurement of Geo Technical Investigation services in NW-1 in locations at Bank Protection Sites (Bhagirathi &amp; Hooghly River) ; Samdaghat (Ro-Ro Locations); Kahalgaon-Tintanga ; Bakhtiyarpur- Mahnar (Hasanpur); Buxar- Saraikota ; Integrated Vessel Repair and Maintenance Complex</i></p> <p><i>The identification number of the NCB is -- IN_IWAI- 55644-NC-RFB</i></p> <p>The number and identification of lots (contracts) comprising this NCB is:</p> <p>Only one lot</p> <p><i>Procurement of Geo Technical Investigation services in NW-1 in locations at Bank Protection Sites (Bhagirathi &amp; Hooghly River) ; Samdaghat (Ro-Ro Locations); Kahalgaon-Tintanga ; Bakhtiyarpur- Mahnar (Hasanpur); Buxar- Saraikota ; Integrated Vessel Repair and Maintenance Complex as per Technical specifications given in Section VII. Schedule of Requirements.</i></p>
<b>ITB 2.1</b>	<p>The Borrower is: <i>Government of India.</i></p> <p><i>IBRD Loan number: IBRD P-8752– IN Amount: US\$ 375 Million</i></p>
<b>ITB 2.1</b>	<p>The name of the Project is:</p> <p><i>“Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas)Project”</i></p>
<b>ITB 4.4 &amp; 4.7</b>	<p>A list of debarred firms is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a></p>
<b>ITB 5.1</b>	<p>Maximum number of members in the <b>JV shall be three (03).</b></p>

<b>ITB 5.0</b>	The Bidder shall submit the additional documents in its bid mentioned in Section III Paragraph 3.2: (documents in support of QR)
<b>ITB 5.6</b>	The Bidder's Compliance with the qualifying Criteria are Stated at SECTION-III – under Evaluation and Qualification Criteria.
<b>ITB 7.0</b>	TENDER FEES is required: yes <b>Tender fees is INR 1000.00</b> Applicants submitting their bid in the downloaded version would need to submit the tender fee along with their bid at the time of bid submission in the form of a crossed non-refundable demand draft for the above amount drawn in favour of “ IWAI FUND “ payable at NOIDA / Delhi .
	<b>B. Contents of Bidding Documents</b>
<b>ITB 10.1</b>	Web page where bidding process information is published: For <b><u>Clarification of bid purposes, kindly forward the queries through</u></b> Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:samir@iwai.gov.in">samir@iwai.gov.in</a> or in hard copies.  Attention: <i>Vice Chairman &amp; The Project Director,</i> <i>Project Management Unit JMVP - NW-1 Project,</i> <i>Address: A-13, Sector – 1</i> <i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh</i> <i>ZIP Code: 201301</i> <i>Country: India</i> <i>Telephone: +91 12022424544</i>  <a href="#"><u>All requests for clarifications should be sent by e-mail not later than 15 (Fifteen) days prior to the date of bid submission.</u></a>
	<b>C. Preparation of Bids</b>
<b>ITB 12</b>	The language of the bid is: <i>English</i> All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.
<b>ITB 13.2 (j)</b>	<b>No deviation</b> is allowed
<b>ITB 14.4</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the contract.

<b>ITB 14.6</b>	Prices quoted for the lot (contract) shall correspond to at least 100 percent of the items specified for the lot (contract). Prices quoted for each item of the lot shall correspond at least to 100 percent of the quantities specified for this item of the lot.
<b>ITB 15.1</b>	The prices shall be quoted by the bidder in <b>INR only</b> .
<b>ITB 16</b>	<b>The bid validity period shall be 120 days.</b>
<b>ITB 14.4</b>	Alternative Bids “ <i>shall not be</i> ” considered.
<b>ITB 17.2</b>	Bid Security shall be in the form of a Bank Guarantee OR Demand Draft issued by a bank located in the Purchaser’s country (Nationalized or Scheduled Commercial Bank in India). <b>The currency and amount of the Bid Security shall be: - INR 1,63,000.00</b>
<b>ITB 20.1</b>	The bidders shall submit the following ‘ <b>Original Documents</b> ’ at the following address :- <i>Vice Chairman &amp; The Project Director, Project Management Unit JMVP - NW-1 Project, Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544</i> <b>On or before the deadline for opening of bids (i.e. upto 03.00 PM on 29.06. 2018)</b> either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive. The Bidder is solely responsible for to ensure submission of the requisite original documents before the stipulated time and date and the Purchaser will not be responsible for postal or courier delays.  a) Original bid security in prescribed format as indicated in ITB 19 b) Original written confirmation authorizing the signatory of the Bid to demonstrate the authority of the signatory to sign the bid on behalf of the Bidder as indicated in ITB 20.2 c) Original affidavit vouching for the correctness of the information furnished and documents uploaded on the Letter head of the firm; d) One Original Technical Proposal + one Copy  The above <b>Original Documents</b> should be inserted in an envelope and the envelope shall be sealed and addressed to the Purchaser at the address given below

	<p>along with a Technical Proposal (one original &amp; one Copy) of the uploaded version.</p> <p>The envelope shall bear the following identification marks:</p> <p><b>NCB No: IN-IWAI- 55644-NC-RFB</b></p> <p><i>Procurement of Geo Technical Investigation services in NW-1 in locations at Bank Protection Sites (Bhagirathi &amp; Hooghly River) ; Samdaghat (Ro-Ro Locations); Kahalgaon- Tintanga ; Bakhtiyarpur- Mahnar (Hasanpur); Buxar- Saraikota ; Integrated Vessel Repair and Maintenance Complex</i></p> <p><b>ii Not to open before: <i>The date and time mentioned above (Date 29/06/2018 Time 03.00PM.)</i></b></p> <p><b>iii. Addressed to the Purchaser:</b></p> <p>Attention:</p> <p><i>The Project Director, Project Management Unit JMVP -NW-1 Project, Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544 Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:samir@iwai.gov.in">samir@iwai.gov.in</a></i></p> <p><b>iv. Bear the Name and address of the Bidder: .</b></p> <p>If the above envelope containing the original documents is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the envelope.</p>
<p><b>ITB 20.2</b></p>	<p>The Bidder shall submit their bid electronically, in accordance with ITB 20.1, through the e-procurement portal.</p> <p><b>Bids are invited Electronically on Single Stage Two Envelope basis</b></p> <p><b>Electronic Envelope-I</b></p> <ol style="list-style-type: none"> <li>a. Bid Security, POA, Affidavit, etc</li> <li>b. JV Agreement ( if applicable )</li> <li>c. Qualification Requirements</li> <li>d. Technical Proposal</li> <li>e. Signature of person signing bid with authorization</li> <li>f. List of after Sales Service Centre's – Location wise</li> </ol> <p><b>Electronic Envelope-II</b></p> <ul style="list-style-type: none"> <li>• Price Proposal</li> </ul> <p>All the documents are required to be signed digitally by the bidder. Any document submitted through any other means will not be considered as part of the Bid except for</p>

	the Originals specified in ITB 20.1. However bids shall be submitted along with documents listed at ITB 13.
<b>ITB 20.2 and 20.3</b>	<p>The written confirmation of authorization (in the form of a Letter on Bidder's Letterhead) to sign on behalf of the Bidder, confirming the signature as a person duly authorized to sign should be attached with the bid. The name and position held by each person signing authorization must be typed below the signature.</p> <p>Each page of the entire bid should be numbered serially.</p> <p>All the documents uploaded on e-procurement platform under this Bidding process should be clearly readable. Any detail which is not readable shall not be taken into consideration for evaluation purpose and such bid may be treated as non-responsive.</p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 21.1</b>	<p>The Bidders shall upload the bid, in accordance with ITB 13 on the e-Procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>,</p> <p>No other mode of submission is permitted. Telex, Cable or Facsimile Bids shall be rejected as non-responsive.</p> <p>Bids submitted by any other means other than through e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) shall be rejected.</p> <p>After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.</p>
	<p><b>The deadline for uploading of bids on the e-portal is:</b>  <b>Date: 28/06/2018 Time: 15.00 Hrs IST</b></p> <p>Purchasers Address is:  <i>Vice Chairman &amp; Project Director ( JMVP)</i>  <i>Inland Waterways Authority of India</i>  <i>Ministry of Shipping, Govt. of India</i>  <i>Project Management Unit</i>  <i>Address: A-13, Sector – 1</i>  <i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301</i>  <i>Country: India</i>  <i>Telephone: +91 12022424544</i>  <i>mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:samir@iwai.gov.in">samir@iwai.gov.in</a></i>  <i>Telephone: +91 12022424544</i></p>
<b>ITB 23.1</b>	The e- Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This



	shall be considered as acknowledgement of the bid submission. Any other system functionality shall be specified in the <b>BDS</b> .
<b>ITB 24</b>	<p><b><i>The Electronic Envelope I – containing Technical proposal along with following details shall be opened for only those bidders, whose Original documents stipulated at ITB- 20.1 (a) have been received.</i></b></p> <ol style="list-style-type: none"> <li>a. Bid Security, POA, Affidavit, etc</li> <li>b. JV Agreement ( if applicable)</li> <li>c. Qualification Requirements</li> <li>d. Technical Proposal</li> <li>e. Authorization</li> </ol> <p><b><i>Original documents and the Electronic Bids will be opened-</i></b>  <b><i>** ( 1 day after closure of bid Submission date )</i></b></p> <p>at the following address:</p> <p><b>Office of Vice chairman &amp; Project Director ( JMVP) Inland Waterways Authority of India, A-13, Sector-1, Noida, Uttar Pradesh, India - 201301.</b></p> <p><b><i>The Electronic Envelope II – containing Price Proposal</i></b>  <b><i>Along with breakup of prices will be opened for only those bidders who have fulfilled the Qualification Criteria and Technical requirements &amp; Eligibility Criteria. And has been found meeting all the requirements as stipulated in this document, at a later date.</i></b>  <b><i>The shortlisted bidders shall be informed about such date.</i></b></p> <p><b><i>Electronic Envelope-II - Price Proposal</i></b></p> <p>In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.</p> <p><b>The Opening of Technical Bids shall be done on,</b>  <b>Date: 29/06/2018 Time: 1500 Hrs IST</b></p> <p><b>Purchasers Address is:</b>  Vice Chairman &amp; Project Director ( JMVP)  Inland Waterways Authority of India  Ministry of Shipping, Govt. of India  Project Management Unit  Address: A-13, Sector – 1  City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301  Country: India  Telephone: +91 12022424544  mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:samir@iwai.gov.in">samir@iwai.gov.in</a>  Telephone: +91 12022424544</p>

<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.4.3</b>	Bid prices shall be expressed in : <i>INR</i>
<b>ITB 30.4.6.e</b>	Domestic preference " <i>shall not be</i> " be a bid evaluation factor. The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
<b>ITB 30.4.6</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>Yes, Adjustment as referred to in paragraph 2 of Section III will be applied to the bid price for bids offering delivery period beyond the earliest delivery period of 01 month (specified in Section VII Schedule of Requirements) @ 1% per month or part of a month. No credit will be given for the deliveries before the earliest delivery period.</i> (b) Deviation in payment schedule: <i>No</i>
<b>F. Award of Contract</b>	
<b>ITB 34</b>	The maximum percentage by which quantities may be varied : +/- 15%

## Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate the bid and qualify the Bidders in accordance with ITB 27. and ITB 30. no other factors, methods or criteria shall be used.

### Contents

1. Margin of Preference (ITB 33 )
2. Evaluation & Qualifications (ITB 30)

#### **1. Margin of Preference (ITB 33.1 ) – Not Applicable**

#### **2. Evaluation & Qualifications for Goods – Not Applicable**

#### **2. Evaluation & Qualifications for Services – ( ITB-30.0)**

The Employers evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 11.3 , one or more of the following factors as specified in ITB Sub-Clause and in BDS referring to ITB using the following criteria and methodologies.

#### **3. Qualifications (ITB 30.1 to 30.4)**

##### **3.1. Post-qualification Requirements (ITB 30.1 to 30.4 )**

After determining the technically responsive bid in accordance with ITB 34, the Purchaser shall determine whether the Bidders, whose bids have been determined to be substantially technically responsive to the bidding document, meet the qualification criteria, using only the requirements specified.

Requirements not included in the text below shall not be used in the evaluation of Bidder's qualifications.

##### **(i) Financial Capability:**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- (i) *The Bidder should have Minimum Average Annual Financial turnover of INR 82.00 Lacs calculated as total certified payments received for contracts in progress or completed, within the last three (3) Financial years.*
- (ii) *The bidder should have financial solvency of not less than INR 82.00 Lacs and submit the scan copy of Solvency certificate from a Nationalized/scheduled Bank as the documentary evidence .*

**(ii) Experience and Technical Capacity:-**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirements.

*The bidder must have successfully completed similar works during last (7) seven years prior to the date of Submission of Bid.*

- ***1 (one) contract with minimum value of INR 65.00 Lac***  
*Or*
- ***(Two) contracts each with minimum value of INR 41.00 Lac***

*To demonstrate the above, the bidder shall furnish the details of experience and past performance for those of similar nature and submit Performance Statement as per “Performa for Performance Statement” given under Section IV*

*The Bidder shall submit the user’s satisfaction certificate on the letterhead of the user / user department / ministry / government.*

***\*(Similar works means carrying out of Land and / or River boreholes. With MINIMUM depth of 25 meters in the related Soil Investigation )***

**Documentary Evidence:**

The Bidder should furnish documentary evidence to demonstrate that the services it offers meet the technical & qualification requirements.

**3.2 Documentation in support of Qualifying Criteria:**

The Bidder shall enclose with its Bid the self-attested scanned copy of all necessary documentary evidence of credentials in support of meeting the Bid Qualification Criteria, viz

- a) Certificate(s) from its statutory auditors specifying Financial Turn Over;
- b) Purchase/Work Order Copies along with Certificate(s) confirming that the Bidder has completed similar works from User / Owner.
- c) For Authorized agents - legally enforceable authorization from OEM in the prescribed format;

**\*\*\*\***

## Section IV. Bidding Forms

### Table of Forms

Sl.no	Content	Page no
1	Bidder Information Form	46
2	Joint Venture Partner Information Form	47
3	Letter of Bid – Technical Part	48
4	Letter of Bid - Financial Part	50
5	Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported - .....Not Applicable	-
6	Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported - .....Not Applicable	-
7	Price Schedule: Goods Manufactured in the Purchaser's Country.... Not Applicable	-
8	Price and Completion Schedule - Related Services	52
9	Bid Security (Bank Guarantee)	55
10	Proforma for Performance Statement	57

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
NCB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1	Bidder's Legal Name	<i>[insert Bidder's legal name]</i>	
2	In case of JV, legal name of each party	<i>[Not Applicable]</i>	
3	Bidder's actual or intended Country of Registration	<i>[insert actual or intended Country of Registration]</i>	
4	Bidder's Year of Registration	<i>[insert Bidder's year of registration]</i>	
5	Bidder's Legal Address in Country of Registration:	<i>[insert Bidder's legal address in country of registration]</i>	
6	Bidder's Authorized Representative Information	Name:	<i>[insert Authorized Representative's name]</i>
		Address:	<i>Representative's Address</i>
		Telephone/Fax numbers	<i>Representative's telephone/fax numbers</i>
		Email Address	<i>Representative's email address</i>
7	Attached are copies of original documents of	<p style="text-align: center;"><i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</p>	

## Joint Venture Partner Information Form – Not Applicable

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1	Bidder's Legal Name	<i>[insert Bidder's legal name]</i>	
2	JV partners , legal name	<i>[insert JV party legal name ]</i>	
3	JV's Party Country of Registration	<i>[insert JV's Party country of registration]</i>	
4	JV's Party Year of Registration:	<i>[insert JV's Part year of registration]</i>	
5	JV's Party Legal Address in Country of Registration	<i>[insert JV's Party legal address in country of registration]</i>	
6	JV's Party Authorized Representative Information	Name:	<i>[insert name of JV's Party authorized representative]</i>
		Address:	<i>address of JV's Party</i>
		Telephone/Fax numbers	<i>telephone/fax numbers of JV's Party</i>
		Email Address	<i>email address of JV's Party</i>
7	Attached are copies of original documents of	<p><i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</p>	

## Letter of Bid – Technical Part

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Place this Letter of Bid in the first electronic file “TECHNICAL PART”.*

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Bid No.:** *[insert number of Bidding process]*

**Request for Bid No.:** *[insert identification]*

To:

*Vice Chairman & Project Director ( JMVP)*

*Inland Waterways Authority of India*

*Ministry of Shipping, Govt. of India*

*Project Management Unit*

*Address: A-13, Sector – 1*

*City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301*

*Country: India*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser’s country in accordance with ITB 4.4 & 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 21.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;



- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 18;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*  
*[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.5 & 4.6];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid** *[insert complete title of the person signing the Bid]*

**Signature of the person named above** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing] day of [insert month], [insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Letter of Bid - Financial Part

***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT***

*Place this Letter of Bid - Financial Part in the second electronic file marked “FINANCIAL PART”.*

*The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address and upload on the portal.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Bid No.:** *[insert number of Bidding process]*

**Request for Bid No.:** *[insert identification]*

To:

*Vice Chairman & Project Director ( JMVP)*

*Inland Waterways Authority of India*

*Ministry of Shipping, Govt. of India*

*Project Management Unit*

*Address: A-13, Sector – 1*

*City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301*

*Country: India*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Price Schedule – FORMs

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Currencies in accordance with ITB Sub-Clause 15								
						Date: _____		
						NCB No: _____		
						Alternative No: _____		
						Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Service N°	Description of Services (includes inland transportation and other services required to complete the services / works)	physical unit	QTY	Unit price in INR	GST in Percentage %	Price without Tax (Col. 4x5)	Total GST amount Col( 7x6)	Total Price with GST Taxes per line item (Col. 7+8)
1	2	3	4	5	6	7	8	9
1.0	<b>SECTION – I : General ( Mobilization and Demobilization)</b>							
1.1	Mobilizing and Demobilizing of boring equipment, personnel and all other necessary machinery for boring works including jack-up platform, transportation to site location.	LS	5					
2.0	<b>SECTION II : Boring Sampling and Field Testing (Field Works)</b>							
2.1	Moving the boring equipment etc. and position at the location of each borehole including accurate positioning and erection/dismantling of rig etc.	NO	69					

Service N°	Description of Services (includes inland transportation and other services required to complete the services / works)	physical unit	QTY	Unit price in INR	GST in Percentage %	Price without Tax (Col. 4x5)	Total GST amount Col( 7x6)	Total Price with GST Taxes per line item (Col. 7+8)
1	2	3	4	5	6	7	8	9
2.2	Boring 150mm diameter borehole as specified through gravel, sand, silt clay and all soils other than boulders or rock as follows (N<100) in all borehole to a depth of i. 30 m below ground level ii. 40 m below ground level iii. Greater than 40 m below ground level If rock is encountered earlier, drilling shall be carried out for 6m into the rock.	M	2770					
2.3	Double barrel rotary core drilling (NX size through weathered rock or boulders in boreholes and providing core samples in core boxes as per the specifications in the proposed boreholes and as directed by the Engineer-in-Charge/Engineer)	Rmt (this item may or may not be necessary)	277					
2.4	Double barrel rotary core drilling (NX size through solid rock in boreholes and providing core samples in core boxes as per the specifications)	Rmt (this item may or may not be necessary)	92.33					
2.5	In-Situ Permeability Test	NO	8.					

Service N°	Description of Services (includes inland transportation and other services required to complete the services / works)	physical unit	QTY	Unit price in INR	GST in Percentage %	Price without Tax (Col. 4x5)	Total GST amount Col( 7x6)	Total Price with GST Taxes per line item (Col. 7+8)
1	2	3	4	5	6	7	8	9
3.0	<b>SECTION III : Laboratory Tests, Carrying out Laboratory tests as detailed below</b>							
3.1	Determination of Natural Moisture Content	No.	690					
3.2	Determination of Bulk & Dry Density	No.	69					
3.3	Determination of Atterberg limits	No.	69					
3.4	Determination of Specific Gravity	No.	690					
3.5	Carry out unconfined compression tests as specified	No.	69					
3.6	Carry out Tri axial Compression tests as specified Unconsolidated Undrained	No.	69					
3.7	Carry out Tri axial Compression tests as specified Consolidated Drained	No.	69					
3.8	Determination of Particle Size Distribution By Sieve analysis (for sandy soils)	No.	690					
3.9	Determination of Particle Size Distribution By Hydrometer (for silty to clay soils)	No.	99					
4.0	Determination of pH, Chlorides & Sulphates Soil Samples (land and river)	No.	40					
4.1	Determination of pH, Chlorides & Sulphates Ground Water	No.	69					
4.2	Determination of pH, Chlorides & Sulphates River Water	No.	50					

Service N°	Description of Services (includes inland transportation and other services required to complete the services / works)	physical unit	QTY	Unit price in INR	GST in Percentage %	Price without Tax (Col. 4x5)	Total GST amount Col( 7x6)	Total Price with GST Taxes per line item (Col. 7+8)
1	2	3	4	5	6	7	8	9
5.0	<b>SECTION IV : Reporting</b>							
5.1	Submitting complete report consisting of each and every details of locations, borehole profiles and cross sections, description of soil strata, Determination of Angle of repose, cohesion and Earth Pressure, compilation and analysis of laboratory and field test results, comments and recommendations of each type of foundations suggested for the entire work all as per the complete Terms of Reference	LS	1					
	<b>Grand Total (in words) Rupees</b>							

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458



Signatures



## PROFORMA FOR PERFORMANCE STATEMENT (FOR BIDDER AS AUTHORIZED REPRESENTATIVE)

**Performance Statement for a period of last seven (7) years i.e. 2011, 2012, 2013, 2014, 2015, 2016 and 2017 year wise**

NCB No. \_\_\_\_\_

Date of opening

.....

Name of the Firm \_\_\_\_\_

<u>Order placed by (full address of Purchaser) and contact details (e- mail and phone no.)</u>	<u>Work Order No. and date</u>	<u>Description and quantity of work order</u>	<u>Value of order</u>	<u>Date of completion</u>	<u>Remarks indicating reasons for late completion , if any</u>	<u>Has the work been satisfactorily completed with dates</u>
1	2	3	4	5	6	7
<b>Year 2011:</b>						
<b>Year 2012:</b>						
<b>Year 2013:</b>						
<b>Year 2014:</b>						
<b>Year 2015:</b>						
<b>Year 2016:</b>						
<b>Year 2017</b>						

Signature and seal of the Bidder \_\_\_\_\_

## Section V. Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

\_\_\_\_\_None\_\_\_\_\_

\_\_\_\_\_

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

\_\_\_\_\_None\_\_\_\_\_

\_\_\_\_\_

## Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>1</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>2</sup>;
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>4</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>5</sup>
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a

---

<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>5</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>7</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

---

<sup>6</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

---

**PART 2****Section VII. Schedule of Requirements****Contents**

<b>1</b>	List of Goods and Delivery Schedule - ... NOT Applicable	62
<b>2</b>	List of Related Services and Completion Schedule	62
<b>3</b>	Technical Specifications	64
<b>4</b>	Inspections and Tests	74
<b>5</b>	Bill of Quantities	75

## List of Goods and Delivery Schedule - ... NOT Applicable

## List of Related Services and Completion Schedule

1. [ This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Item	Description	Physical Unit	Qty	Place where Services shall be performed	Final Completion Date(s) of Services
<b>SECTION I : General ( Mobilization and Demobilization)</b>					
1	Mobilising and Demobilising of boring equipment, personnel and all other necessary machinery for boring works including jack-up platform, transportation to site location.	LS	5		
<b>SECTION II : Boring Sampling and Field Testing (Field Works)</b>					
2	Moving the boring equipment etc. and position at the location of each borehole including accurate positioning and erection/dismantling of rig etc.	No.	69		
3	Boring 150mm diameter borehole as specified through gravel, sand, silt clay and all soils other than boulders or rock as follows (N<100) in all borehole to a depth of i. 30 m below ground level ii. 40 m below ground level iii. Greater than 40 m below ground level If rock is encountered earlier, drilling shall be carried out for 6m into the rock.	M	2770		
4	Double barrel rotary core drilling (NX size through weathered rock or boulders in boreholes and providing core samples in core boxes as per the specifications in the proposed boreholes and as directed by the Engineer-in-Charge/Engineer)	RMT This item may or may not be necessary	277		
5	Double barrel rotary core drilling (NX size through solid rock in boreholes and providing core samples in core boxes as per the specifications)		92.33		
6	In-Situ Permeability Test	No.	8		



<b>SECTION III : Laboratory Tests</b>					
<b>7</b>	<b>Carrying out Laboratory tests as detailed below</b>				
7.1	Determination of Natural Moisture Content	No.	690		
7.2	Determination of Bulk & Dry Density	No.	69		
7.3	Determination of Atterberg limits	No.	69		
7.4	Determination of Specific Gravity	No.	690		
7.5	Carry out unconfined compression tests as specified	No.	69		
<b>7.6</b>	<b>Carry out Triaxial Compression tests as specified</b>				
a)	Unconsolidated Undrained	No.	69		
b)	Consolidated Drained	No.	69		
<b>7.7</b>	<b>Determination of Particle Size Distribution</b>				
a)	By Sieve analysis (for sandy soils)	No.	690		
b)	By Hydrometer (for silty to clay soils)	No.	99		
<b>7.8</b>	<b>Determination of pH, Chlorides &amp; Sulphates</b>				
a)	Soil Samples (land and river)	No.	40		
b)	Ground Water	No.	69		
c)	River Water	No.	50		
<b>SECTION IV : Reporting</b>					
8	Submitting complete report consisting of each and every details of locations, borehole profiles and cross sections, description of soil strata, Determination of Angle of repose, cohesion and Earth Pressure, compilation and analysis of laboratory and field test results, comments and recommendations of each type of foundations suggested for the entire work all as per the complete Terms of Reference	LS	1		

**(SECTION-VII)****TECHNICAL SPECIFICATIONS**

**INLAND WATERWAYS AUTHORITY OF INDIA**  
**(Ministry of Shipping, Government of India)**

**Detailed Feasibility Study for Capacity Augmentation of  
National Waterway-1 and Detailed Engineering for its  
Ancillary Works and Processes between Haldia to Allahabad  
(Jal Marg Vikas Project)**

**Terms of Reference**  
**for**  
**Geotechnical Investigations at various locations in NW-1**

**May - 2018**

	Table of Contents	
1	<u>INTRODUCTION</u> ..... <u>1.1 BACKGROUND</u> .....	66
2	<u>OBJECTIVES AND SCOPE OF WORK</u> ..... <u>2.1 OBJECTIVE</u> ..... <u>2.2 SCOPE OF WORK</u> .....	66
3	<u>SOIL INVESTIGATION SPECIFICATIONS</u> ..... <u>3.1 STANDARD</u> ..... 67 <u>3.2 SITE SUPERVISION</u> ..... 68 <u>3.3 LOCATION, SETTING OUT AND LEVELLING</u> <u>3.4 BENCH MARKS</u> ..... 68 <u>3.5 BOREHOLES</u> ..... 69 <u>3.6 BORING EQUIPMENT</u> ..... 70 <u>3.7 SAMPLES</u> ..... 70 <u>3.8 FIELD TESTS</u> ..... 71 <u>3.9 LABORATORY TESTS</u> ..... 72	67
4	TIMELINES & DELIVERABLES	73
5	Inspection & Tests	74
6	<u>FEES AND PAYMENT TERMS</u>	75

# 1. INTRODUCTION

## 1.1 BACKGROUND

India has large number of inland waterways consisting of rivers, canals, backwaters, creeks, and lakes etc. which have the potential for development of efficient waterways transport network.

The Ganga – Bhagirathi - Hooghly river system from Haldia to Varanasi has been declared as National Waterway No. 1 in 1986 and since then various developmental activities on this waterway are under progress.

IWAI intends to develop infrastructure facilities on National Waterway-1 to increase IWT Traffic. Along NW-1, 6 six Terminals, Navigational lock, 5 Ro-Ro terminal pairs, 2 Integrated Vessel Repair Complex, Bank protection sites are being developed. The Sites are spread over the states of West Bengal, Jharkhand, Bihar and Uttar Pradesh.

As part of the Feasibility Study, geotechnical investigations, are required for preliminary assessment of soil strata for development of infrastructural facilities. IWAI is inviting Techno-Commercial Proposals from reputed agencies for geotechnical investigation in this regard. Brief description of the site location(s) is indicated below.

### List of Locations:

1. Bank Protection Sites (Bhagirathi & Hoogly River)
2. Samdaghat (Ro-Ro location)
3. Kahalgaon- Tintanga
4. Bhakhtiyarpur- Mahnar (Hasanpur)
5. Buxar- Saraikota
6. Integrated Vessel Repair & Maintenance Complex at Sahibganj

# 2. OBJECTIVES AND SCOPE OF WORK

## 2.1 OBJECTIVE

Broad objectives of the investigation are to determine

- Nature of each stratum
- Design engineering parameters of soil / rock and to estimate bearing capacity of soil.
- Depth of ground water table from the Ground Level.

## 2.2 SCOPE OF WORK

The scope of investigation includes

- Suggesting and carrying out optimum number of land boreholes and river boreholes in the terminal area.

- Each of the boreholes shall be drilled to a minimum depth mentioned below from the existing ground level.

Sl. No.	Intervention	No. of boreholes			Minimum Depth (m)	Remarks
		River Side	Landside	Total		
1.	Bank Protection Sites (Bhagirathi & Hooghly River)		16	16	30	
2.	Samdaghat (Ro-Ro location)	3	2	5	In water about 50m or Encounter refusal.	6 at Samdaghat
3.	Kahalgaon-Tintanga	4	2	6		6 at Kahalgaon
		5	2	7		7 at Tintanga
4.	Bakhtiyarpur-Mahnar (Hasanpur)	4	2	6	In Land, about 30m or encounter refusal	6 at Bakhtiyarpur
		3	3	6		6 at Mahnar (Hasanpur)
5.	Buxar- Saraikota	6	2	8		8 at Buxar
		7	2	9		9 at Saraikota
6.	Integrated Vessels Repair & Maintenance Complex	3	3	3		6 numbers of boreholes has been assumed. Locations to be decided
	<b>Total</b>	<b>35</b>	<b>34</b>	<b>69</b>		

Tentative locations of these boreholes are indicated in the Annexure.

No. of borehole and Final Depth of bore-holes shall be decided by the Engineer-in-Charge/ Director, IWAI Patna/Kolkata for their respective areas under their jurisdiction based on the site conditions.

The technical specifications for carrying out the geotechnical investigations are presented in below sections.

### 3. SOIL INVESTIGATION SPECIFICATIONS

#### 3.1 STANDARD

Any Indian Standard referred to herein shall be taken as a reference to its latest version.

Where such standards are not available or where no specific provisions have been made in such codes, the procedure laid down in the corresponding British Code(s) shall apply

subject to the approval of or such other directive as may be issued by the Engineer-in-Charge. In any case a high standard of workmanship shall be required to be maintained.

### **3.2 SITE SUPERVISION**

The Contractor's site representative shall take instructions concerning boring, sampling, in situ testing, protecting, handling and labelling of samples and generally - all aspects of the work from the Engineer's representative.

The Contractor shall arrange for the whole of the work to be under the control of a full time experienced geo-technical engineer trained in this type of work and competent to supervise the operation of sinking the boreholes, taking soundings, carrying out in-situ tests, taking, sealing, placing samples and preparing proper and informative bore logs. He shall be a specialist with post-graduate qualification in Soil Mechanics and well-versed in latest site investigation practices and shall be capable of taking independent decisions at site as per the instructions of the Engineer-in-Charge. The person to be posted as Contractor's site representative shall receive prior approval of the Engineer before starting the work. He shall accept and carry out instructions given to him by the Engineer-in-Charge, notwithstanding which the Contractor shall be responsible for the safety and efficient maintenance and working of all the equipment and the control of all labour.

### **3.3 LOCATION, SETTING OUT AND LEVELLING**

The Contractor shall set out and level the works and will be responsible for the accuracy of the same. He shall provide accurate surveying equipment such as DGPS, sextants, lead lines if necessary, theodolites and levelling devices and any additional equipment's as may be required in connection with the works and proper qualified staff for checking his work and maintain the equipment to the required accuracy as specified by the Engineer-in-Charge.

The contractor shall take prior approval of Engineer-in-Charge for the suggested borehole locations. The Contractor shall establish adequate triangulation stations by Theodolite or other suitable measures to ensure the precise location and elevation of top of w.r.t. MSL of boreholes.

The soil investigation shall be carried out in the river by using a Fixed Platform (Jack up or any other suitable platform) suitable for the river conditions. The mobilised system shall be capable of handling men, equipment and machinery for drilling and it shall have sufficient space for drilling operation. The contractor shall make necessary arrangements to transport the Engineer-in-Charge and other officials visiting the site by means of suitable boats from land to river investigation location (drilling platform) and back whenever required during investigations.

The Contractor shall take precautions to ensure that boring operations do not present a hazard to other vessels or activity using the area and if instructed by the Engineer-in-Charge, shall temporarily remove the boring equipment etc.

### **3.4 BENCH MARKS**

The Contractor shall establish and protect surveyor's Bench Marks, reference lines and control points from damage or movement during work and shall record the same after approval of Engineer-in-Charge.

### **3.5 BOREHOLES**

#### **(i) 3.5.1 Vertical Boring**

- a) Boreholes shall be located as indicated by contractor on the drawings or as directed by the Engineer-in-Charge and sunk in the order required by the Engineer-in-Charge. The Contractor shall be responsible for the proper positioning of his rig at the selected sites.
- b) The Contractor shall describe in detail the equipment and method of boring he proposes to use. In general, boring through different layers of soil shall be carried out by mechanically operated equipment using shell and auger or rotary core drilling or hydraulically controlled rotary drilling equipment as may be applicable or by any other method approved by the Engineer-in-Charge.
- c) Boreholes shall be lined unless otherwise directed and diameter of the casings shall not be less than 150 mm. On completion of the boreholes (or abandonment on the instructions of the Engineer-in-Charge), the Contractor shall remove the casing and in no circumstances, shall casings be permitted to remain less than 1 metre below the existing ground level.
- d) In the event of any boulders or other obstructions being encountered during the boring operations, the Contractor shall immediately notify the Engineer-in-Charge and obtain necessary instructions as to the measures to be taken. If required by the Engineer-in-Charge, the Contractor shall chisel through the obstruction and reline the borehole using smaller diameter casings.
- e) The Contractor's Engineer shall be present at the site of operations at all times during the sinking of the boreholes and record the resistance of the ground to the tool used. He shall note the description, strength and structural characteristics of the soils encountered as the boring proceeds, in accordance with the criteria contained in the British Standard Code of Practice No. 5930 'Site Investigations'. The soil from boring operations shall be set out in the order in which recovered so that it may be inspected by the Engineer's Representative. Complete & up to date information shall be recorded indicating the borehole number, type and diameter of boring/ drilling at different depths, existing ground level, depth of water table from the ground level, description, thickness and depth of various strata encountered, 'N' values for penetration tests, number and types of samples collected, depth of each sampling, the rate of sinking of the boring equipment in each and every stratum encountered in each borehole and all other relevant data. All changes in stratum and their level relative to MSL (Mean Sea Level) shall be indicated in approved bore logs. All on-site boring records shall form a part of the soil investigations report to be submitted by the Contractor.

- f) Where boring beyond a certain depth in any borehole is not possible the operation may be terminated with the prior approval in writing of the Engineer-in-Charge.
- g) Two copies of the daily boring record shall be delivered by the Contractor to the Engineer-in-Charge by not later than noon on the following day.

### **3.6 BORING EQUIPMENT**

Boring and drilling equipment together with accessories to be used for drilling boreholes shall be of modern design and manufacture and shall be subject to the approval of the Engineer and shall be capable of drilling through all types of soils. The entire boring and drilling shall be carried out using shell and auger or rotary core drilling rig only.

### **3.7 SAMPLES**

The Contractor shall take utmost care to ensure at all times that samples taken are truly representative of the soil conditions actually existing at the levels and site noted. Should any sample be rejected by the Engineer-in-Charge for any reason connected with the boring or sampling technique, equipment used or other reasons the Contractor shall take additional samples at his own cost.

All samples shall be carefully taken, handled, placed in suitable containers, labelled, packed and preserved in accordance with IS:1892 and sent to the laboratory immediately after completion of each borehole. All samples shall be labelled immediately after being taken out of the borehole. A list of samples collected in each container shall be placed inside it. If required, samples shall be sent to the Engineer for his inspection following which they shall be collected by the Contractor and dispatched by him to the laboratory.

All samples shall be handed over in good condition at IWAI's office in Patna/Kolkata after use by the laboratory at his own cost. Sample jars and core boxes will not be returned to the Contractor.

#### **(ii) 3.7.1 Disturbed Samples**

The Contractor shall collect disturbed samples of each stratum in accordance with IS:1892 immediately after it is encountered and thereafter at intervals of 2 metres or change of stratum, whichever is earlier, or as required by the Engineer-in-Charge, for purpose of identification and other laboratory tests.

#### **(iii) 3.7.2 Large Samples of Granular Material**

The Contractor shall extract samples weighing not less than 3 kgs each from each main stratum of granular material encountered and thereafter at intervals of 2 meters. Each sample shall be packed in a suitable container so constructed that no loss of fine material shall occur.

Smaller disturbed samples shall be obtained with split spoon sampler for purpose of classification and laboratory tests.

#### **(iv) 3.7.3 Undisturbed Samples**



The Contractor shall take undisturbed soil sample cores of 100mm diameter as per IS:1892 immediately after a new stratum is encountered and if the stratum exceeds 2 meters in thickness samples shall be taken at intervals of 2 meters or closer as directed by the Engineer-in-Charge.

The construction of sample tubes shall be in accordance with the provision of IS:1892. Sample tubes shall have a cutting edge with suitable clearances and an area ratio not exceeding 20%. The top cap shall have a large diameter non-return valve.

Sample tubes shall be true in diameter, not less than 450 mm long and free from all rust internally. They shall be oiled before use and shall be winched or carefully driven into the soil.

The tubes shall be fitted with screwed end caps after the wax seals have been applied.

As an alternative, thin-walled sample tubes of not less than 100 mm diameter may be used, the equipment and procedure being as set out in IS:2132. Sample tubes shall not be less than 450mm long. After sealing, the tubes shall be carefully packed in boxes in order to protect the seals. A few 100 mm dia undisturbed samples shall be collected by means of piston tube sampler.

(v) **3.7.4 Time Limits for Testing**

Undisturbed samples shall be tested within a maximum period of two weeks from the date of sampling.

(vi) **3.7.5 Sample Storage and Transportation**

All sample containers shall be stored in sturdy wooden boxes with separators and packed with cotton wool, paper, saw dust, etc. to prevent damage during transportation to the laboratory for testing.

**3.8 FIELD TESTS**

(vii) **3.8.1 Standard Penetration Test**

The Contractor shall carry out Standard Penetration Tests inside boreholes to assess the penetration resistance 'N', primarily of non-cohesive strata and weak weathered rocks at every change of stratum and thereafter at intervals of 2 meters or as directed by the Engineer's Representative. The locations of SPT shall be staggered with those for undisturbed samples. The equipment and method to be used shall be as described in IS:2131. During the test, disturbed samples shall be obtained at every change of stratum and sent to the laboratory for classification and testing. Relevant records shall be maintained in the bore log.

Standard Penetration Tests shall also be carried out in cohesive strata if the material proves too soft for samples to be recovered, or as directed by the Engineer-in-Charge.

Should the Engineer-in-Charge instruct the Contractor's Engineer to use the Standard Penetration Equipment as a probe, the number of blows for 30 cms of penetration being recorded in the usual manner, no liability shall attach to the Employer for the inability of the Contractor's Engineer or plant to remove the probe from the ground.

In hard ground where full penetration of 30cms cannot be achieved, the test shall be stopped at the number of blows to be decided by the Engineer-in-Charge and actual penetration noted. The number of blows for 30 cms penetration shall then be extrapolated.

**(viii) 3.8.2 Vane Shear Test**

Vane shear tests shall be carried out using equipment of standard design and as per locations shown on drawings or as required by the Engineer in accordance with IS:2720 (Part XXX). The capacity of the equipment shall be adequate to enable investigations to be carried out upto the specified depths in cohesive strata.

On completion of the test, the results shall be reported in an approved proforma. In-situ shear strength of the soil shall be recorded at close intervals of not more than 2 M.

**(ix) 3.8.3 In-Situ Permeability Test**

The contractor shall carry out in-situ permeability test at an interval of 10M in land boreholes.

**3.9 LABORATORY TESTS**

The Contractor shall carry out laboratory tests as indicated below but not necessarily limited to the following. For this purpose he shall provide a testing laboratory in accordance with the directions of the Engineer and/or make use of any other testing laboratory approved by the Engineer. The testing laboratory has to be NABL accredited. Any additional tests may be prescribed by the Engineer depending on actual field conditions.

All laboratory tests shall be carried out in accordance with their relevant Indian Standard Codes of Practice. In the absence of such codes for any of the tests mentioned the test shall be carried out in accordance with any other suitable code of practice as approved by the Engineer.

In the laboratory, the sample shall be registered, examined and reclassified in conjunction with the Contractor's Site Engineer's report. In case of revisions in classification, two advance copies of the revised bore logs shall be forwarded to the Engineer for his use.

The laboratory shall be equipped with all necessary apparatus to carry out the following tests:

**(x) 3.9.1 Tests on Soil Samples**

- a) Specific gravity
- b) Bulk density, dry density
- c) Mechanical analysis including grain size distribution curves:
- d) Sieve Analysis
- e) Atterberg Limits
- f) Unconfined Compression test and sensitivity of clayey soils
- g) Tri-axial Compression tests (Unconsolidated undrained and consolidated drained)
- h) Chemical tests to determine pH, Chloride and Sulphate content in soil, river and ground water.

**(xi) 3.9.2 Equipment**

The Contractor shall be responsible for the supply, use and maintenance of all the equipment and he shall ensure that it is suitable for the work and is maintained in such a manner as to ensure its efficient working. The Engineer may direct that equipment which is not efficient and is prejudicial to the quality of the work be removed from site and replaced by equipment to his satisfaction. The Contractor shall immediately follow Engineer-in-Charge's directions/ instructions.

**(xii) 3.9.3 Temporary Works**

Where required, the Contractor shall furnish such details of his temporary works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. The Engineer may direct those temporary works which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Engineer's directions/instructions.

**(xiii) 3.9.4 Special Instructions**

Whenever the Engineer or his staff wants to visit the location of a borehole to supervise the quality of the investigation work being undertaken, the Contractor shall arrange at its own cost all the necessary facilities.

The Contractor shall submit soft copy of report, 6 hard copies of report and CD containing all relevant information to the Employer, before settlement of his final bills.

The Report shall consist of each and every detail of locations, Latitude, Longitude, Ground level, depth of ground water table from the ground, borehole profiles and cross sections, description of soil strata, Compilation and analysis of laboratory and field test results

**(xiv) 3.9.5 Records Confidential**

All records, data, information on strata and related matters derived from the boreholes are the property of the Employer and shall not be divulged to any third party other than the Engineer or his Representative.

**(xv) 3.9.6 Site Office**

Site office accommodation shall not be provided by the Employer. The Contractor must make his own arrangement.

**(xvi) 3.9.7 Metric Units**

Metric units have been used in the specification and all drawings. The drawings and all records should also be in the same units and related to the Project Grid shown on the drawings.

**4. TIMELINES & DELIVERABLES**

The work shall be executed as per time schedule indicated below:

S. No.	Deliverable	Timeline
1	Mobilization	Within 1 week from date of Issue of Letter of Award (LoA)
2	Completion of the Field Work	Within 4 weeks from date of Issue of Letter of Award (LoA)
3	Analysis and Draft Reports	Within 6 weeks from date of Issue of Letter of Award (LoA)

4	Final Report	Within one week on receipt of comments from Engineer-in-Charge on the Draft Report
---	--------------	--

The Report shall consist of each and every detail of locations, borehole profiles and cross sections, description of soil strata, Compilation and analysis of laboratory and field test results, comments and recommendations of different types of foundations suggested for the entire work.

## 5. Inspections and Tests

The following inspections and tests shall be performed: *As listed in the Technical Specifications under 3.7 ; 3.8 & 3.9*

### 3.7 SAMPLES

- (i) **3.7.1 Disturbed Samples**
- (ii) **3.7.2 Large Samples of Granular Material**
- (iii) **3.7.3 Undisturbed Samples**
- (iv) **3.7.4 Time Limits for Testing**
- (v) **3.7.5 Sample Storage and Transportation**

### 3.8 FIELD TESTS

- (vi) **3.8.1 Standard Penetration Test**
- (vii) **3.8.2 Vane Shear Test**
- (viii) **3.8.3 In-Situ Permeability Test**

### 3.9 LABORATORY TESTS

- (ix) **3.9.1 Tests on Soil Samples**
  - a Specific gravity
  - b Bulk density, dry density
  - c Mechanical analysis including grain size distribution curves:
  - d Sieve Analysis
  - e Atterberg Limits
  - f Unconfined Compression test and sensitivity of clayey soils
  - g Tri-axial Compression tests (Unconsolidated undrained and consolidated drained)
  - h Chemical tests to determine pH, Chloride and Sulphate content in soil, river and ground water.
- (x) **3.9.2 Equipment**
- (xi) **3.9.3 Temporary Works**
- (xii) **3.9.4 Special Instructions**
- (xiii) **3.9.5 Records Confidential**
- (xiv) **3.9.6 Site Office**

(xv) **3.9.7 Metric Units****6.FEES AND PAYMENT TERMS**

The total estimated contract value of the works is Rs. .... (Rupees .....only) exclusive of GST as furnished in Schedule of Work and Rates given below. GST will be paid extra, as applicable.

<b>7. BILL OF QUANTITIES</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Est Qty</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>SECTION I : General ( Mobilization and Demobilization)</b>					
1	Mobilising and Demobilising of boring equipment, personnel and all other necessary machinery for boring works including jack-up platform, transportation to site location.	LS	5		
	<b>Total of Section-I</b>				
<b>SECTION II : Boring Sampling and Field Testing (Field Works)</b>					
2	Moving the boring equipment etc. and position at the location of each borehole including accurate positioning and erection/dismantling of rig etc.	No.	69		
3	Boring 150mm diameter borehole as specified through gravel, sand, silt clay and all soils other than boulders or rock as follows (N<100) in all borehole to a depth of i. 30 m below ground level ii. 40 m below ground level iii. Greater than 40 m below ground level If rock is encountered earlier, drilling shall be carried out for 6m into the rock.	M	2770		

4	Double barrel rotary core drilling (NX size through weathered rock or boulders in boreholes and providing core samples in core boxes as per the specifications in the proposed boreholes and as directed by the Engineer-in-Charge/Engineer) <i>(This item may or may not be necessary)</i>	Rmt	277		
5	Double barrel rotary core drilling (NX size through solid rock in boreholes and providing core samples in core boxes as per the specifications) <i>(This item may or may not be necessary)</i>	Rmt	92.33		
6	In-Situ Permeability Test	No.	8		
	<b>Total of Section-II</b>				
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Est Qty</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>SECTION III : Laboratory Tests</b>					
<b>7</b>	<b>Carrying out Laboratory tests as detailed below</b>				
7.1	Determination of Natural Moisture Content	No.	690		
7.2	Determination of Bulk & Dry Density	No.	69		
7.3	Determination of Atterberg limits	No.	69		
7.4	Determination of Specific Gravity	No.	690		
7.5	Carry out unconfined compression tests as specified	No.	69		
<b>7.6</b>	<b>Carry out Triaxial Compression tests as specified</b>				
a)	Unconsolidated Undrained	No.	69		
b)	Consolidated Drained	No.	69		
<b>7.7</b>	<b>Determination of Particle Size Distribution</b>				
a)	By Sieve analysis (for sandy soils)	No.	690		
b)	By Hydrometer (for silty to clay soils)	No.	99		
<b>7.8</b>	<b>Determination of pH, Chlorides &amp; Sulphates</b>				
a)	Soil Samples (land and river)	No.	40		
b)	Ground Water	No.	69		
c)	River Water	No.	50		
	<b>Total of Section-III</b>				
<b>SECTION IV : Reporting</b>					

8	Submitting complete report consisting of each and every details of locations, borehole profiles and cross sections, description of soil strata, Determination of Angle of repose, cohesion and Earth Pressure, compilation and analysis of laboratory and field test results, comments and recommendations of each type of foundations suggested for the entire work all as per the complete Terms of Reference	LS	1		
	<b>Total of Section-IV</b>				
	<b>Grand Total (in figures) (I+II+III+IV)</b>				
	<b>Grand Total (in words) Rupees</b>				
<b>Signature of the Bidder &amp; SEAL</b>					

<b>PART 3 - Contract</b>		
<b>Section VIII. General Conditions of Contract</b>		
<b>Table of Clauses</b>		
<b>1</b>	Definitions	<b>78</b>
<b>2</b>	Contract Documents	<b>79</b>
<b>3</b>	Fraud and Corruption	<b>79</b>
<b>4</b>	Interpretation	<b>79</b>
<b>5</b>	Language	<b>80</b>
<b>6</b>	Joint Venture, Consortium or Association	<b>80</b>
<b>7</b>	Eligibility	<b>80</b>
<b>8</b>	Notices	<b>81</b>
<b>9</b>	Governing Law	<b>81</b>
<b>10</b>	Settlement of Disputes	<b>81</b>
<b>11</b>	Inspections and Audit by the Bank	<b>81</b>
<b>121</b>	Scope of Supply	<b>82</b>
<b>13</b>	Delivery and Documents	<b>82</b>
<b>14</b>	Supplier's Responsibilities	<b>82</b>
<b>15</b>	Contract Price	<b>82</b>
<b>16</b>	Terms of Payment	<b>82</b>
<b>17</b>	Taxes and Duties	<b>83</b>
<b>18</b>	Performance Security	<b>83</b>
<b>19</b>	Copyright	<b>83</b>
<b>20</b>	Confidential Information	<b>84</b>
<b>21</b>	Subcontracting	<b>84</b>
<b>22</b>	Specifications and Standards	<b>85</b>
<b>23</b>	Packing and Documents	<b>85</b>
<b>24</b>	Insurance	<b>85</b>
<b>25</b>	Transportation	<b>86</b>
<b>26</b>	Inspections and Tests	<b>86</b>
<b>27</b>	Liquidated Damages	<b>87</b>
<b>28</b>	Warranty	<b>87</b>
<b>29</b>	Patent Indemnity	<b>88</b>
<b>30</b>	Limitation of Liability	<b>89</b>
<b>31</b>	Change in Laws and Regulations	<b>89</b>
<b>32</b>	Force Majeure	<b>90</b>
<b>33</b>	Change Orders and Contract Amendments	<b>90</b>
<b>34</b>	Extensions of Time	<b>91</b>
<b>35</b>	Termination	<b>91</b>
<b>36</b>	Assignment	<b>92</b>
<b>37</b>	Export Restriction	<b>92</b>
<b>38</b>	Appendix to GCC	<b>93</b>



## Section VIII. General Conditions of Contract

Definitions	
	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p>
	<p>(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(g) “GCC” means the General Conditions of Contract.</p> <p>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).</p> <p>(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.</p> <p>(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</p> <p>(l) “SCC” means the Special Conditions of Contract.</p> <p>(m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p>

	(o) "The Project Site," where applicable, means the place named in the <b>SCC</b> .
<b>Contract Documents</b>	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
<b>Fraud and Corruption</b>	3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.  3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
<b>Interpretation</b>	4.1 If the context so requires it, singular means plural and vice versa.  4.2 Incoterms  (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.  (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the <b>SCC</b> and published by the International Chamber of Commerce in Paris, France.  4.3 Entire Agreement  The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.  4.4 Amendment  No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.  4.5 Nonwaiver

	<p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.6 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<b>Language</b>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the <b>SCC</b>. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
<b>Joint Venture, Consortium or Association</b>	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
<b>Eligibility</b>	<p>7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p>

	<p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>Notices</b>	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<b>Governing Law</b>	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the <b>SCC</b>.</p>
<b>Settlement of Disputes</b>	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the SCC</b>.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>Inspections and Audit by the Bank</b>	<p>11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and</p>

	to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
<b>Scope of Supply</b>	12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>Delivery and Documents</b>	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
<b>Supplier's Responsibilities</b>	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
<b>Contract Price</b>	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the <b>SCC</b> .
<b>Terms of Payment</b>	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b>, the Purchaser shall pay to the Supplier interest on the amount of such</p>

	<p>delayed payment at the rate shown in the <b>SCC</b>, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.</p>
<b>Taxes and Duties</b>	<p>17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
<b>Performance Security</b>	<p>18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SCC</b>.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the <b>SCC</b>, or in another format acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SCC</b>.</p>
<b>Copyright</b>	<p>19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p>

<p><b>Confidential Information</b></p>	<p>20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;</li> <li>(b) now or hereafter enters the public domain through no fault of that party;</li> <li>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul> <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<p><b>Subcontracting</b></p>	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>

	21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
<b>Specifications and Standards</b>	<p>22.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>
<b>Packing and Documents</b>	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the <b>SCC</b>, and in any other instructions ordered by the Purchaser.</p>
<b>Insurance</b>	24.1 Unless otherwise specified in the <b>SCC</b> , the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in



	accordance with the applicable Incoterms or in the manner specified in the <b>SCC</b> .
<b>Transportation</b>	25.1 Unless otherwise specified in the <b>SCC</b> , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
<b>Inspections and Tests</b>	<p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b>.</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the <b>SCC</b>. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the</p>

	<p>specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p>26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<b>Liquidated Damages</b>	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those <b>SCC</b>. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<b>Warranty</b>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>28.3 Unless otherwise specified in the <b>SCC</b>, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the <b>SCC</b>, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p>

	<p>28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the <b>SCC</b>, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the <b>SCC</b>, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<p><b>Patent Indemnity</b></p>	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim,</p>

	<p>and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p><b>Limitation of Liability</b></p>	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p>
<p><b>Change in Laws and Regulations</b></p>	<p>31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>

<b>Force Majeure</b>	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<b>Change Orders and Contract Amendments</b>	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul> <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.</p> <p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the</p>

	<p>prevailing rates charged to other parties by the Supplier for similar services.</p> <p>33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>Extensions of Time</b>	<p>34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<b>Termination</b>	<p>35.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</li> </ul> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar</p>

	<p>Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>35.2 Termination for Insolvency.</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>35.3 Termination for Convenience.</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
<b>Assignment</b>	36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
<b>Export Restriction</b>	37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the

	<p>Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3.</p>
	<p><b>Appendix to GCC</b></p> <p>3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.</p> <p>(a) For the purposes of this Sub-Clause:</p> <p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;</p> <p>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>2</sup>;</p> <p>(iii) “collusive practice” is an arrangement between two or more parties<sup>3</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;</p>

<sup>1</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>3</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.



	<p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].</p> <p>3.1 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.</p>
--	--

---

<sup>4</sup>“Party” refers to a participant in the procurement process or contract execution.

## Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(j)</b>	The Purchaser's country is: <i>India</i>
<b>GCC 1.1(k)</b>	The Purchaser is:  <i>Vice Chairman &amp; The Project Director, Project Management Unit JMVP - NW-1 Project, Address: A-13, Sector - 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544</i>
<b>GCC 1.1 (q)</b>	The Project Site(s)/Final Destination(s) is/are: As defined in Technical Specifications.
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The latest version / edition of Incoterms shall be followed
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be:  <i>Attention: Vice Chairman &amp; The Project Director, Project Management Unit JMVP - NW-1 Project, Address: A-13, Sector - 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544 Electronic mail address: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a> ; <a href="mailto:samir@iwai.gov.in">samir@iwai.gov.in</a></i>  The second party, on the works reaching each stage of Service. issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract. certifying the payments due to the Service provider, issuing & valuing

	variations to the contract. awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice. the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.
<b>GCC 9.1</b>	The governing law shall be the law of : <i>Republic of India</i>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p style="text-align: center;"><b><i>Contracts with Supplier national of the Purchaser's country:</i></b></p> <p>a. In case of Dispute or difference arising between the Purchaser and a supplier who is a national of India relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 2015 The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed In accordance with the provision of the Arbitration and conciliation Act 2015.</p> <p>b. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 2015.</p> <p>c. The Venue of Arbitration shall be New Delhi, India, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>d. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>e. The provisions of the Arbitration and Conciliation Act of 2015 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p>

	<p>If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.”</p>															
<b>GCC 13.1</b>	<p><b><i>Completion Period</i></b></p> <p><b><i>The Geo Technical Investigations System shall be completed within THREE ( 3) Months from the date of Agreement.</i></b></p> <p><b><i>In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.</i></b></p>															
<b>GCC 13.1</b>	<p>Upon delivery of the Site wise / Milestone wise reports goods to agency shall notify the purchaser and submit the following documents to the purchaser:</p> <ul style="list-style-type: none"> <li>(i) One original and two copies of Supplier’s invoice showing contract number, work description, quantity, unit price and total amount</li> <li>(ii) Manufacturer’s / Supplier’s warranty certificate, if applicable</li> <li>(iii) Manufacturer’s Test report, if applicable</li> <li>(iv) Builder’s Insurance policy as specified in GCC 24.1 of Section VIII – Special Conditions of Contract.</li> </ul> <p><b><i>Time Lines &amp; Deliverables</i></b></p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Deliverable</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mobilization</td> <td>Within 1 week from date of Issue of Letter of Award (LoA)</td> </tr> <tr> <td>2</td> <td>Completion of the Field Work</td> <td>Within 4 weeks from date of Issue of Letter of Award (LoA)</td> </tr> <tr> <td>3</td> <td>Analysis and Draft Reports</td> <td>Within 6 weeks from date of Issue of Letter of Award (LoA)</td> </tr> <tr> <td>4</td> <td>Final Report</td> <td>Within one week on receipt of comments from Engineer-in-Charge on the Draft Report</td> </tr> </tbody> </table>	S. No.	Deliverable	Timeline	1	Mobilization	Within 1 week from date of Issue of Letter of Award (LoA)	2	Completion of the Field Work	Within 4 weeks from date of Issue of Letter of Award (LoA)	3	Analysis and Draft Reports	Within 6 weeks from date of Issue of Letter of Award (LoA)	4	Final Report	Within one week on receipt of comments from Engineer-in-Charge on the Draft Report
S. No.	Deliverable	Timeline														
1	Mobilization	Within 1 week from date of Issue of Letter of Award (LoA)														
2	Completion of the Field Work	Within 4 weeks from date of Issue of Letter of Award (LoA)														
3	Analysis and Draft Reports	Within 6 weeks from date of Issue of Letter of Award (LoA)														
4	Final Report	Within one week on receipt of comments from Engineer-in-Charge on the Draft Report														
<b>GCC 14.1</b>	<p><b>Duties and responsibilities of the second party</b></p> <p>The second party shall take up the works services and arrange for its completion within the time period stipulated in clause 13.1.</p> <ul style="list-style-type: none"> <li>• Employ suitable skilled persons to carry out the works :</li> <li>• Regularly supervise and monitor the progress of work;</li> </ul>															

	<ul style="list-style-type: none"> <li>• Abide by the technical suggestions and the direction of supervisory personnel including engineers etc. regarding services ;</li> <li>• Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:</li> <li>• Ensure that the work is carried out in accordance with specifications, and within the total of the contract amount without any cost escalation;</li> <li>• Keep the first party informed about the progress of work ;</li> <li>• Be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party;</li> <li>• And maintain necessary insurance against loss of materials cash, etc. or</li> <li>• Workman disability compensation claims of the personnel deployed on the works as well as third party claims.</li> <li>• Pay all duties, taxes and other levies payable by construction agencies as per law under the contract</li> <li>• (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).</li> </ul>
<b>GCC 15.1</b>	<p><b><i>CONTRACT PRICE</i></b></p> <p>The prices charged for the Works and the related Services performed “<i>shall not</i>” be adjustable.</p> <p>The Final Contract Price Shall be</p> <p>Section-I ..... INR</p> <p>Section-II.....INR</p> <p>Section-III.....INR</p> <p>Section-IV.....INR</p> <p>TOTAL ..... INR</p> <p>Plus GST ( if any) ... INR</p> <p>Grand Total ..... INR</p>
<b>GCC 16.1</b>	<p><b><i>PAYMENT TERMS</i></b></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> <li>• 20% - As Mobilization Advance of Soil Investigation team on Submission of Advance Bank Guarantee.</li> <li>• 80% - On submission of Draft Geo-technical investigation report ( of pro-rata basis) after adjusting the payments (s) against releaed advance.</li> </ul>

	<ul style="list-style-type: none"> <li>• 20 % On submission of Final Report of all the sites.</li> </ul> <p>Payment at each stage will be made by the first party</p> <ol style="list-style-type: none"> <li>a. On the second party submitting an invoice after achieving the milestone as mentioned above.</li> <li>b. On certification of the Invoice by the Engineer Nominated by the First party with respect to quality of works as mentioned in BOQ / BOM.</li> </ol>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is</p> <p><i>Local Currency: 2.5% per annum</i></p>
<b>GCC 18.1</b>	<p>A Performance Security “shall” be required</p> <p>A Performance Security shall be required within 28 days after the Supplier’s receipt of Notification of Award, the supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of: “a Bank Guarantee” issued by a Nationalized/Scheduled Bank of India or a reputed Foreign Bank having a corresponding Bank in India.</p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be Men &amp; Materials associated with the completion of these works.</p>

<p><b>GCC 26.1</b></p>	<p>The Engineer or such other person as may be authorized by the first party shall hold meeting once in a week where the second party or his representative at site will submit the latest information including progress report and difficulties if any. in the execution of the work The whole team may jointly inspect the site on a particular day to take stock of activities. Jurisdiction of Engineer would be as per details below <b>Director-Patna → Varanasi to Rajmahal ;</b> <b>Director- Kolkata → Rajmahal to Haldia</b> The Engineer shall record his observations, instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice. the first party as well as the Engineer nominated by it. may instruct stoppage or suspension of the services. It shall there upon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.</p>
<p><b>GCC 27.1</b></p>	<p>The liquidated damage shall be: 1% per week upto a maximum of 10% after which the bidder have the right to cancel the contract.</p> <p><b>The maximum amount of liquidated damages shall be: 10%.</b></p> <p><b>27.2 Compensations</b> If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:</p> <ol style="list-style-type: none"> <li>a. The first party does not give access to the site or a part thereof by the agreed period,</li> <li>b) The first party orders a delay or does not issue specifications or instructions for execution of the work on time.</li> <li>c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.</li> <li>d) Payments due to the second party are delayed without reason.</li> <li>e) Certification for stage completion of the work is delayed unreasonably.</li> </ol>

<b>GCC 33.4</b>	<p><b>Variations / Extra Items</b></p> <p>The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, it: on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-</p> <ol style="list-style-type: none"> <li>a) The second party shall provide the Engineer with an information and intent for carrying out the Variation, if required. The Engineer shall assess the information, which shall be given within seven days of the request before the Variation is agreed.</li> <li>b) If the information given by the second party is reasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation in the Contract Value</li> <li>c) The overall variation of the shall be + 10 % ( Cost / Quantites)</li> </ol>
<b>GCC 35.4</b>	<p><b>Termination</b></p> <p>The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>Fundamental breaches of Contract include, but shall not be limited to the following:</p> <ol style="list-style-type: none"> <li>(a) the service provider stops work for 28 days and the stoppage has not been authorized by the Engineer;</li> <li>(b) the service provider has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>(c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;</li> <li>(d) the Contractor does not maintain a security which is required</li> </ol> <p>If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</p>
<b>GCC 35.5</b>	<p><b>Payment upon Termination</b></p> <p>If the Contract is terminated because of a fundamental breach of Contract by the Service provider. The Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law</p>



	<p>If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the service provided, the reasonable cost of removal of Equipment, repatriation of the Service Provider's personnel employed solely on the Works, and the Service Provider's costs of protecting and securing the Works Services and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.</p>
--	--

---

<b>Section IX. Contract Forms</b>		
Table of Forms		
1	Contract Agreement	105
2	Performance Security	107
3	Bank Guarantee for Advance Payment	108
4	Final Acceptance Certificate	110

# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

- (1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called “the Purchaser”), and
- (2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## 2. Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
 NCB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Supplier]*

<sup>1</sup> *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

<sup>2</sup> *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

### 3. Bank Guarantee for Advance Payment – Not Applicable

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

NCB No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:***[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>3</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>4</sup>]*. This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. \_\_\_\_\_

*[signature(s) of authorized representative(s) of the bank]*

<sup>3</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>4</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."



## Final Acceptance Certificate

No.

Date

To  
The Supplier

This is to certify that the work has been completed against the following contract has been successfully completed & the result & Reports accepted by IWAI. Hence, we issue this Acceptance Certificate.

Project Name	Capacity Augmentation of National Watertways 1 project
Purchaser	<i>The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)</i>
Contract No. & Date	:
Description of Works	:
Name of Agency	:
Invoice No. and Date	:
Start Date	
Completion Date	
Date of Final Acceptance of Report including completion of all related services	:

Consignee full Address:

Signature of Designated Consignee :

Name :

Designation :

Seal :

Contact No. :

Fax No.:

Copy To:

*The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)*