

Bidding Documents
National Competitive Bidding - NCB
(Two-Envelope Bidding Process with e-Procurement)
(Without Prequalification)



**Procurement of ADMEASUREMENT CONTRACTS for
ERECTION & MAINTENANCE OF BANDALLING AND DAY NAVIGATIONAL AIDS
UPTO SEPTEMBER-2023**

**on
National Waterway – 1 (River Ganga)**

NCB: IN-IWAI -270118 -CW-RFB

Project: *Capacity Augmentation of National Waterway – 1*

Employer: *Inland Waterways Authority of India,
Ministry of Ports, Shipping & Waterways, Government of India*

PROJECT: Capacity Augmentation of National Waterway – 1

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BID [TENDER] NO IN-IWAI -270118 -CW-RFB

NATIONAL COMPETITIVE BIDDING
(Two-Envelope Bidding Process with e-Procurement)

NAME OF WORK : ***Procurement of ADMEASUREMENT CONTRACTS for Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga)***

PERIOD OF SALE OF BIDDING DOCUMENT	:	FROM 01.02.2022 TO 02.03.2022
TIME AND DATE OF PRE-BID MEETING	:	DATE 11.02.2022 TIME 15:00 HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	DATE 02.03.2022 TIME 15:00 HOURS
* TIME AND DATE OF OPENING OF BIDS – Technical Part	:	DATE 02.03.2022 TIME 15:30 HOURS
PLACE OF OPENING OF BIDS	:	IWAI, A-13 Sector-1, Noida
OFFICER INVITING BIDS	:	Vice – Chairman & Project Director - JMVP

Employer: Inland Waterways Authority of India,

Ministry of Ports, Shipping & Waterways, Government of India

*** Should be the same as the deadline for submission of bids or promptly thereafter.** The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.

INVITATIONS FOR BIDS (IFB)
E-Procurement Notice
(Two Envelope Bidding Process with e-Procurement)

NATIONAL COMPETITIVE BIDDING

Contract Title: Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga)

Loan No: 8752 – IN

Bid No.: IN-IWAI -270118 -CW-RFB

Date: 01.02.2022

1. The Government of India has received a loan from the World Bank towards the cost of the Capacity Augmentation of National Waterway – 1, Project and intends to apply a part of the funds to cover eligible payments under the contract¹ for works as detailed below.
2. **Procurement of ADMEASUREMENT CONTRACTS for** Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga).
3. Bidding will be conducted through National Competitive Bidding procedures agreed with the World Bank. Bidding is open to all eligible bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011_Revised July 2014.
4. Interested eligible bidders may obtain further information from Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Government of India; Vice-Chairman & Project Director, e-mail vc.iwai@nic.in Bidder may Check other Qualifications Criteria in Section-III Qualification requirements are provided in the bidding document. Additional details are provided in the Bidding Documents.

1. *The tenderer is not to submit Earnest Money Deposit in the form as prescribed, instead Bid Securing Declaration is required to be submitted. Any/all submissions made without the Bid Securing Declaration and/or after the last date and time of submission of the bid shall be deemed to be rejected,*
2. *Average annual financial turnover for each schedule during last five years ending 31st March of the previous financial year, should be as described below: -*

	<i>For Schedule A (Kolkata - Farakka)</i>	<i>For Schedule B (Kahalgaon- Sultanganj)</i>	<i>For Schedule C (Barh - Digha)</i>	<i>For Schedule D (Digha- Majhaua)</i>	<i>For Schedule E (Majhaua- Ghazipur)</i>	<i>For Schedule F (Ghazipur-MMT Varanasi)</i>
<i>Avg. annual financial turnover</i>	1.04 cr.	0.50 cr.	0.62 cr.	0.67 cr.	0.96 cr.	0.98 cr.

3. *Similar Work, Experience of having successfully completed similar works i.e. Similar Works related to Flood Control measures making structures made of bamboos/ ballis in river, River conservancy works by bandalling & navigational aids, River Training Works, Channel stabilization works in rivers using bamboos/ ballis in rivers during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:*

	<i>For Schedule A (Kolkata - Farakka)</i>	<i>For Schedule B (Kahalgau- Sultanganj)</i>	<i>For Schedule C (Barh - Digha)</i>	<i>For Schedule D (Digha- Majhaua)</i>	<i>For Schedule E (Majhaua- Ghazipur)</i>	<i>For Schedule F (Ghazipur- MMT Varanasi)</i>
<i>Three similar works each costing not less than INR</i>	<i>1.39 cr.</i>	<i>0.67 cr.</i>	<i>0.83 cr.</i>	<i>0.89 cr.</i>	<i>1.28 cr.</i>	<i>1.30 cr.</i>
<i>Two similar works each costing not less than INR</i>	<i>1.73 cr.</i>	<i>0.84 cr.</i>	<i>1.04 cr.</i>	<i>1.11 cr.</i>	<i>1.59 cr.</i>	<i>1.63 cr.</i>
<i>One similar works costing not less than INR</i>	<i>2.77 cr.</i>	<i>1.34 cr.</i>	<i>1.66 cr.</i>	<i>1.78 cr.</i>	<i>2.55 cr.</i>	<i>2.60 cr.</i>
<i>Cash Flow for minimum of (03) months of operation INR</i>	<i>0.43 cr.</i>	<i>0.21 cr.</i>	<i>0.26 cr.</i>	<i>0.28 cr.</i>	<i>0.40 cr.</i>	<i>0.41 cr.</i>

- **The qualifying requirements mentioned at SI No. 4 (1), (2) & (3) are for each Schedule.**
 - **The bidders are at liberty to bid for one or more schedules.**
 - **Bidders shall submit Work Completion certificate.**
 - **In case of continued works, substantial completion certificate for minimum 90% of the contract value shall be considered.**
5. Complete set of Bidding Documents is freely available on the NIC Portal in English, may be downloaded by the interested bidders from NIC- e-procurement portal, free cost. However, to participate in the tender, bidder has to pay a non-refundable fee of Rs. 5,000/- + Rs. 900 (GST @18%) i.e. Rs. 5,900/-. The method of payment will be Demand Draft, to be submitted along with the bid.
6. The Inland Waterways Authority of India, Ministry of Ports, Shipping and Waterways, Government of India (Implementing Agency) invites online bids for the works detailed below in the table. The bidders may submit bids for any or all of the works indicated therein. Interested bidders may obtain

further information and inspect the bidding documents at the address given below during office hours.

7. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://eprocure.gov.in/cppp/download/disp> A non-refundable fee of Rs. 5,900/-(inclusive of GST), is required to be paid. The method of payment will be Demand Draft. Payment documents are to be submitted along with other documents listed in paragraph 9 below before the bid submission deadline.
8. All Bids must be accompanied by a bid security of the amount specified for the work in the table below, drawn in favour of Inland Waterways Authority of India, Ministry of Ports, Shipping and Waterways, Government of India. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Procedure for submission of bid security is described in Para 9.
9. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on CPPP Portal online <https://eprocure.gov.in/e-procure/app> (website) on or before 02.03.2022 hours on 15:00 (date) and the 'Technical Part' of the bids will be publicly opened online on the same day at 15:30 hours, in the presence of the bidders designated representatives who wish to attend. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
10. The bidders are required to submit (a) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with Vice-Chairman & Project Director (JMVP), A-13, Sector-1, NOIDA, Gautam Buddha Nagar – 201301, UP before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
11. A pre-bid meeting will be held on 11.02.2022 at 15:00 hours at the office of Inland Waterways Authority of India, NOIDA to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.
12. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
13. The address for communication is as under:

*Vice-Chairman & Project Director, Jal Marg Vikas Project
Inland Waterways Authority of India
A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301
+91 120 2424544*

Email: vc.iwai@nic.in

Package No	Name of Work	Bid Security * Rs. (or equivalent amount in a freely convertible currency)	Cost of Document Rs. (or equivalent amount in a freely convertible currency)	Period of Completion
1	2	3	4	5
	Procurement of ADMEASUREMENT CONTRACTS for Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga) for Schedule A/B/C/D/E/F	• Bid security as per ITB 19.1.1	INR 5,900.00	24 months** and extendable for another 02 year on year to year basis based on the satisfactory performance and mutual consent

Seal of office

Note** – Considering the technicality of the Bandalling works which are erected (substantial cost is being incurred) in Oct/Nov of each year i.e. start of lean season and maintained (nominal cost) upto May/June i.e. on set of Monsoon, the period of work has been taken w.e.f. from Oct 21 till Sept 23. During monsoon only Navigation Aids is maintained.

* Lot wise Bid Security is to be submitted as per ITB 19.1.1.

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VII (Works' Requirements) & Invitation for Bids (IFB). The name, identification, and number of contracts of this bidding are **specified in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) "day" means calendar day; and
 - (d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
2. **Source of Funds**
 - 2.1 The Borrower or the Recipient (hereinafter called "Borrower") **specified in the BDS** has received/applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS**, towards the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Corrupt and Fraudulent Practices

- 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 their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution 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, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire 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. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (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 Employer regarding this bidding process; or
 - (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

- (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
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation; or
- (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

1. 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.

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.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating 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 have determined. The list of

debarred firms and individuals is available at the electronic address **specified in the BDS**.

- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer'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 dependent agencies of the Employer. 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.
- 4.6 Not used
- 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.
- 4.8 Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)
Section II - Bid Data Sheet (BDS)
Section III - Evaluation and Qualification Criteria
Section IV - Bidding Forms
Section V - Eligible Countries
Section VI- Bank Policy-Corrupt and Fraudulent Practices

PART 2 Work's Requirements

Section VII –Works' Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)
Section IX - Particular Conditions of Contract (PCC)
Section X - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice', the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice' shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as required by the Bidding Documents.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Document may notify the Employer online or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **specified in the BDS**. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be

uploaded online on e-procurement system. 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 pursuant to ITB 8 and not through the minutes of the pre-bid meeting. It is the bidder's responsibility to check on the e- procurement system, for any addendum/ amendment/ corrigendum to the bidding documents.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the Bidding Document and shall be deemed to have been communicated to all bidders. The addenda will appear on the e-procurement system under "Latest Corrigendum", and Email notification is also automatically sent to those bidders who have started working on the tender, unless otherwise **specified in the BDS**. The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

11.2 The Technical Part shall contain the following:

- (a) Letter of Bid – Technical Part;
- (b) documentary evidence in accordance with ITB 17.1 establishing the Bidder's eligibility to Bid;
- (c) Bid Security, in accordance with ITB 19;
- (d) alternative bids – technical part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract, if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16;
- (h) Construction methodology proposed as detailed in Para 1.1 of Section III Evaluation Criteria;
- (i) Contractor Registration certificate (as per IFB); and
- (j) Any other document **required in the BDS**.

11.3 The **Financial Part** shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Completed Schedules** including priced bill of quantities in accordance with ITB 12 and ITB 14, as **specified in BDS**;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13; and
- (d) any other document **required in the BDS**.

11.4 The Technical Part shall not include any 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.

11.5 In addition to the requirements under ITB 11.2, 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.

- 11.6 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Process of Bid Submission

- 12.1 The Letter of Bid– Technical Part, Letter of Bid – Financial Part, Schedules including the Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV(Bidding Forms), if so provided. 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.
- 12.2 Entire Bid including the Letters of Bid and filled-up Bill of Quantity shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB clauses 11 and 12.3 should also be uploaded on this website.
- 12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the deadline for Bid submission, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

13. Alternative Bids

- 13.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part, and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works (both in figures and words), as identified in Section IV, Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. **Items against 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 rates for other items and prices in**

the Bill of Quantities. Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

- 14.3 The price to be quoted in the Letter of Bid - Financial Part in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 Discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed
- 14.6 If so indicated in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots/contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots/contracts are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as applicable on the deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
- 14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding documents.

Where the bidder has quoted considering such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities the certificate shall be issued only on request from the Contractor when in need and duly certified by the Project Manager.

No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.

If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/duty exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.

Any delay in procurement of the construction equipment/machinery/goods as a result of the above shall not be a cause for granting any extension of time.

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| 15. Currencies of Bid and Payment | 15.1 | The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees. |
| 16. Documents Comprising the Technical Proposal | 16.1 | The Bidder shall furnish a Technical Proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as per details stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
| 17. Documents Establishing the Qualifications of the Bidder | 17.1 | To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms. |
| | 17.2 | To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the complete information as requested in the corresponding information sheets included in Section IV (Bidding Forms). |

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for 120 days or for a period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for forty-five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical Part of its bid, in original form, a bid security for the amount **shown in BDS**, for this particular work.
- 19.2 The bid security shall be a demand guarantee, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee, issued by a Nationalized/Scheduled bank located in India;
 - (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;
 - (c) a cashier's or certified check; or demand draft from a Nationalized or Scheduled Bank located in India;
 - (d) another security **indicated in the BDS**.

In case of a bank guarantee, the bid security shall be submitted using the Bid Security form included in the Section IV (Bidding

Forms). The form must include the complete name of the Bidder. The bid security shall be valid for forty-five (45) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.3 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 19.4 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing of the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 45.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
- 19.6 The bid security may be forfeited:
 - (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid- Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereto provided by the Bidder in accordance with ITB 18.2or
 - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36 or
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 44; or
 - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 45.
- 19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.
- 20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS**, and shall be uploaded along with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives
- 20.4 Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.
- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Online Submission and Opening of Bids

21. Preparation of Bids

- 21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
- 21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with

scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

21.4 Physical, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

22. Deadline for Submission of Bids

22.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time **indicated in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

24. Withdrawal, Substitution, and Modification of Bids

24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. 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. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.

24.3 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 Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6.

E. Public Opening of Technical Parts of Bids

- 25. Public Opening of Technical Parts of Bids**
- 25.1 The Employer shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, the presence or absence of a Bid Security, if one was required, alternative bids – technical parts, if any, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.
- 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.
- 25.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and technical parts of Aalternative Bids if any, that are opened at technical Bid opening shall be considered further for evaluation.

F. Evaluation of Bids – General Provisions

- 26. Confidentiality**
- 26.1 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 information on Contract award is communicated to all Bidders in accordance with ITB 44.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the

Employer on any matter related to the bidding process, it shall do so in writing.

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| 27. Clarification of Bids | <p>27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 36.</p> <p>27.2 If a Bidder 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> |
| 28. Deviations, Reservations, and Omissions | <p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 29. Nonconformities, Errors, and Omissions | <p>29.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid which do not constitute a material deviation, reservation or omission.</p> <p>29.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>29.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing</p> |

or non-conforming item or component in the manner specified in the BDS.

G. Evaluation of Technical Parts of Bids

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| 30. Evaluation of Technical Parts | 30.1 | In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| 31. Determination of Responsiveness | 31.1 | The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. |
| | 31.2 | 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: <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |
| | 31.3 | The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works' Requirements) have been met without any material deviation, reservation or omission. |
| | 31.4 | If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 32. Qualification of the Bidder | 32.1 | The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. |
| | 32.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. 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(s) different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

33. Subcontractors

33.1 Unless otherwise **stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

33.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

33.3 Bidders may propose subcontracting upto the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

H. Public Opening of Financial Parts of Bids

34. Public Opening of Financial Parts

34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their Financial Part of Bid shall not be opened; and

- (c) notify them of the date, time, and place for public opening of Financial Parts of the Bids.
- 34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
 - (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
 - (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
 - (c) notify them of the date, time, and place of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**
- 34.3 The opening date should allow Bidders sufficient time to decide for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

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.
- 34.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, and discounts that are opened at Bid opening shall be considered further for evaluation.

I. Evaluation of Financial Parts of Bids

- 35. **Evaluation of Financial Parts**
 - 35.1 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities but excluding Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not used;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
- (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.

35.2 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 considered in Bid evaluation.

35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria

36. Correction of Arithmetical Errors

36.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, if there is 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;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.6.

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| 37. Conversion to Single Currency | 37.1 Not used. |
| 38. Margin of Preference | 38.1 Not used. |
| 39. Comparison of Financial Parts | 39.1 The Employer shall compare the evaluated prices of all responsive and qualified bids to determine the lowest evaluated bid. |
| 40. Unbalanced or Front Loaded Bids | 40.1 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses (with breakdown of unit rates) for any or all items of the Bill of Quantities, to demonstrate the internal consistency and justification of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. |
| 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 41.1 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, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

J. Award of Contract

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| 42. Award Criteria | 42.1 Subject to ITB 41, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 43. Notification of Award | 43.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). |

- 43.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 44. Signing of Contract, Publication of award and Recourse to unsuccessful Bidders**
- 44.1 The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of acceptance. Within 21 days of receipt of Letter of acceptance, the successful Bidder shall sign the Agreement and furnish the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB Clause 45 and revised construction methodology. If the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid.
- 44.2 The Employer within 3 weeks of issue of notification of award shall publish in a national website (<http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Employer's website with free access, the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted the bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 44.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests the Employer in writing to explain on which grounds its bid was not selected.
- 45. Performance Security**
- 45.1 Within twenty-one (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the conditions of contract, subject to ITB 40.1, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X (Contract Forms). The performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
- 45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the

Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment 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.

- 45.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, pursuant to ITB Clause 45.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.4 and 19.5.

46. Adjudicator

- 46.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in Letter of Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator proposed by the Bidder, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

The following specific data for the Works 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.

A. General

ITB 1.1	The number of the Invitation for Bids is :
ITB 1.1	The Employer is: <i>Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Government of India</i>
ITB 1.1	<p>The name of the NCB work is:</p> <p><i>Procurement of ADMEASUREMENT CONTRACTS for 1. Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga). The detailed scope of work is provided in Section PART 2 - Section VII – Works’ Requirements</i></p> <p>The identification number of the work is:</p> <p>NCB is: IN-IWAI-270118-CW-RFB</p>
ITB 2.1	The Borrower is Government of India. The Employer is <i>Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Government of India</i>
ITB 2.1	The name of the Project is: <i>Capacity Augmentation of national Waterway – 1 (Jal Marg Vikas) - Loan or Financing Agreement amount: US Dollar 800 million</i>
ITB 4.1	Bids from Joint ventures are not acceptable.
4.1-h	Bids from Joint ventures are not acceptable.
ITB 4.4	A list of debarred firms and individuals is available at the Bank’s external website www.worldbank.org/debarr .
ITB 4.8	This Bidding is open to all eligible Bidders

B. Contents of Bidding Documents

ITB 7.1	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>https://eprocure.gov.in/eprocure/app</p> <p>Requests for clarification should be received by the Employer no later than 14 days prior to deadline for submission of bids.</p> <p><i>The clarifications can be sought / sent by e-mail or by hard copy on the following address</i></p> <p><i>Inland Waterways Authority of India</i></p> <p><i>Vice-Chairman & Project Director, Jal Marg Vikas Project</i></p> <p><i>A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301</i></p>
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	<p>+91 120 2424544</p> <p>Email: vc.iwai@nic.in</p> <p>Requests for clarification should be received by the Employer no later than Date of Pre-bid Meeting.</p>
ITB 7.4	<p>A Pre-Bid meeting <i>shall</i> take place.</p> <p>A pre proposal conference shall be held through Video Conferencing and Zoom link for Video Conferencing is as under :-</p> <p>Join Zoom Meeting</p> <p>https://us06web.zoom.us/j/83806100478?pwd=aHBFclczYngyZU9yOGNCdHd0SXcxdz09</p> <p>Meeting ID: 838 0610 0478</p> <p>Passcode: 8BU5Yj</p> <p>A Pre-Bid meeting will take place, at the following date, time and place:</p> <p>Date: 11.02.2022</p> <p>Time: 15.00 Hrs IST</p> <p>Place: IWAI Noida</p> <p><i>Inland Waterways Authority of India</i> <i>Vice-Chairman & Project Director, Jal Marg Vikas Project</i> <i>A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301</i> +91 120 2424544</p> <p>Email: vc.iwai@nic.in</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 11.2 (j)	<p>The Bidder shall submit the following additional documents in its Bid: <i>[list any additional document not already listed in ITB 11.2 that must be submitted with the Bid. The list of additional documents should include the following:]</i></p> <p>(a) <i>Bandalling & Day Navigation Aids Management Plan – Methodology</i></p> <p><i>Detailed methodology to indicate how various activities will be carried as per specifications laid down in Appendix A to the contract – Description of the Services.</i></p> <p>(b) <i>Detailed deployment plan with respect to:</i></p>

Bandalling & Day Navigation Aids Management Plan – Methodology

(c) List of major items of equipment proposed to carry out the contracted services using the format provided in Section IV - Bidding Forms

(d) To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Bidder shall provide the information requested in the corresponding Information Sheets included in Section IV, Bidding Forms.

(g) Code of Conduct (ESHS)

The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. *Complete and include the risks to be addressed by the Code in accordance with Section VI-Works' Requirements, particularly. Risks associated with: labor influx, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc.*

In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment / engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

The Contractor shall be required to implement the agreed Code of Conduct upon contract award.

Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks

The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.

The Bidder is required to assess which of the following risks are applicable for this contract and accordingly submit the MSIP along with the bid.

- *Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.*

The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 10.1, that includes the agreed Management Strategies and Implementation Plans described here.

“ The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VI. The key risks to be addressed by the Bidder should be identified from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization, construction, development dredging, improvement, or maintenance services and may include construction traffic impacts on the community, pollution of drinking water, depositing

	<i>on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.”</i>
ITB 11.3 (b)	The following schedules shall be submitted with the bid: <i>Not applicable</i>
ITB 11.3 (d)	The Bidder shall submit the following additional documents in its Bid: <i>NIL</i>
ITB 12	Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 12.3	For submission of original documents, the Employer’s address is: <i>Inland Waterways Authority of India Vice-Chairman & Project Director, Jal Marg Vikas Project A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301 Email: vc.iwai@nic.in</i>
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 14.5	The prices quoted by the Bidder “ <i>shall be</i> ” subject to adjustment during the performance of the Contract. The adjustment of contract price, if provided, will be done in accordance with GCC Clause 45 read with corresponding provisions under PCC and Appendix 2 to PCC.
ITB 14.8	Add the following as sub-clause 14.8 “14.8 Tax/duty exemptions: Bidders may like to ascertain availability of Custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted considering such benefits, it must give all information required for issue of certificates in terms of the Government of India’s relevant notifications along with the bid as per form stipulated in section IV. In case the bidder has not provided the required information or has indicated to be furnished later on in the

	<p>Declaration Format, the same shall be construed that the goods/construction equipment/ dredging equipment for which certificate is required is Nil.</p> <p>To the extent the Employer determines the quantity indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the contractor when in need and duly certified by the Project Manager.</p> <p>No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.</p> <p>If the bidder has considered the tax/duty exemption for materials/construction equipment/ dredging equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/duty exemption for materials/construction equipment/ dredging equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.</p> <p>Any delay in procurement of the construction equipment/ dredging equipment/ machinery/goods as a result of the above shall not be a cause for granting any extension of time.</p>
ITB 15.1	The currency(ies) of the bid shall be in Indian Rupee only.
ITB 18.1	The bid validity period shall be 120 days from the date of Opening of Technical Bids.
ITB 18.3 (a)	<p>In ITB 18.3 replace the words ‘the Contract price shall be adjusted by a factor specified in the request for extension’ with ‘the Contract price shall be adjusted by the factor specified in the BDS’.</p> <p>The Bid price shall be adjusted by the following factor(s):</p> <p style="text-align: center;">... 0.65 x (Average of Inflation percentage of last three quarters from the date of Award)</p>
ITB 19.1	<p>In ITB 19.1 insert the words ‘part of the Technical’ between the words ‘furnish as’ and ‘part of its Bid’</p> <p>A bid security shall not be required and instead bidders are required to submit the Bid Securing Declaration Form.</p>

ITB 19.1.1	The Bidder shall furnish a <i>bid security for INR Lacs</i> [H1]						
		Schedule-A (Kolkata to Farakka)	Schedule-B (Kahalgaon to Sultanganj))	Schedule-C (Barh to Digha)	Schedule-D (Digha to Majhaua)	Schedule-E (Majhaua to Ghazipur)	Schedule-F (Ghazipur to Varansi)
	Bid security Schedule-wise	693000 (Six lakhs ninety three thousand)	335000 (Three lakhs thirty five thousand)	416000 (Four lakhs sixteen thousand)	446000 (Four lakhs forty six thousand)	638000 (Six lakhs thirty eight thousand)	652000 (Six lakhs fifty two thousand)
	<i>Bid Security shall be for 1.Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga)</i> In case the Bid security shall not be in the form of a Bank Guarantee as per format attached. The Bid Security may be deposited by Demand Draft or Online transfer in favour of IWAI <u>Bank details are as given below:</u> Name of Bank Account: - IWAI Fund Jal Marg Vikas Bank Name & Address: - Syndicate Bank, Sector-18, (Morna) Branch, Noida, UP Bank Account Number: - 87781010014534 Bank Account Number: - SYNB0008778						
ITB 19.2	Replace the ITB 19.2 last paragraph with the following: “from a reputable source from an eligible country. If the bid security furnished by the bidder is issued by an institution / Bank located outside the Employer’s Country, the issuing institution / Bank shall have a correspondent financial institution / Bank located in the Employer’s Country to make it enforceable. The Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, in the case of a bank guarantee, or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.1.”						
ITB 19.2 (c)	Replace the existing ITB Sub-clause 19.2 (c) with the following: “19.2(c) a cashier’s or certified check or demand draft:						
ITB 19.2 (d)	Other types of acceptable securities: <i>NOT Applicable</i>						
19.7	Not Applicable						
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) <i>Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid along with Board Resolution (if applicable); and</i>						

	<p>(b) <i>Not Applicable</i></p> <p>(c) <i>Not Applicable</i></p>
D. Online Submission and Opening of Bids	
ITB 21.1	Class of DSC required is: CLASS – II
ITB 22.1	The deadline for uploading the bids for 1.Erection & Maintenance of Bandalling and Day Navigational Aids up to September-2023 on National Waterway-1 (River Ganga). Date: 02.03.2022 Time: 1500 hrs. IST
ITB 24.1	Re-submission of the bid is “not allowed” , if withdrawn.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The online Technical Parts of the Bid</p> <p><i>for 1.Erection & Maintenance of Bandalling and Day Navigational Aids up to September-2023 on National Waterway-1 (River Ganga). shall take place on Date: 02.03.2022 Time: 1530 hrs. IST</i></p> <p><i>Inland Waterways Authority of India</i> <i>Vice-Chairman & Project Director, Jal Marg Vikas Project</i> <i>A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301</i> <i>Email: vc.iwai@nic.in</i></p>
F. Evaluation of Bids – General Provisions	
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
G. Evaluation of Technical Parts of Bids	
ITB 30.1	The Bids shall be Technically Evaluated, Bidders have to meet the Qualifying requirements as stipulated in the documents under evaluation criteria.
ITB 33.1	At this time the employer “does not intend” to execute certain specific parts of the Works by sub-contractors selected in advance ^[H2] .
ITB 33.2	The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.
ITB 33.3	<p>(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 25 % of the total contract amount</p> <p>(b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted complete details of the sub-contractors and their qualification and experience. The</p>

	<p>qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.</p> <p>(c) Sub- Contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without considering the qualification and experience of the sub-contractor) should meet the qualification criteria.</p> <p><i>[Note: Work should not be split into small parts and sub-contracted].</i></p>
H. Public Opening of Financial Parts of Bids	
ITB 34.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time, and place of the public opening of Financial Parts.</p> <p><i>[Note: The Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders]</i></p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website <i>www.iwai.nic.in</i></p> <p style="text-align: center;"><i>Inland Waterways Authority of India Vice-Chairman & Project Director, Jal Marg Vikas Project A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301 Email: vc.iwai@nic.in</i></p>
I. Evaluation of Financial Parts of Bids	
ITB 40.2	<p>In the event of Unbalanced, front loaded, substantially below estimate bids are received. In such cases, the Employer may ask the bidder to deposit the additional Performance Security for the differential cost.</p> <p>Additional Performance Bank Guarantee against unbalanced rate quotations</p> <p>For Tenders having financial quote up to $\pm 10\%$ of the estimated contract value, no additional security deposit is required. But for tenders having financial quote between $\pm 10\%$ to $\pm 20\%$ of the estimated contract value, the contractor is liable to provide additional BG against unbalanced rate which would be communicated in LOA. The additional BG defined herein shall be over and above the performance security and shall be return after issuance of completion certificate by EIC. The additional performance bank guarantee shall be valid one month beyond the completion of work. However, non-furnishing of additional BG within the stipulated time of LOA shall be treated as default and consequently, the tender shall be cancelled with forfeiture of EMD.</p> <p>For tenders having financial quote beyond $\pm 20\%$ of the estimated contract value, the bidder shall furnish full justification for the quote to satisfy that rates quoted are workable, however decision of the Authority in this regard shall be final and binding upon the bidder with conditions imposed if any (Other than additional BG) and offer for consent would be given to the bidder.</p>

J. Award of Contract	
ITB 42.1	The Contract Award Notice shall also be published on the e-portal or on a National website (GoI website http://tenders.gov.in or GoI Central Public Procurement Portal https://eprocure.gov.in/cppp/) or on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette.
ITB 42.1.1	IWAI shall award Contracts to the Technically Qualified & Commercially L1 bidder meeting the Qualifying requirements as per the Invitation of Bid & Bids Submitted.
ITB 45.1 and 45.2	<p>The successful Bidder shall also be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.</p> <p>Throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security and the ESHS performance security' to be submitted by the successful bidder in the amounts specified in GCC/ PCC 50.</p>
ITB 46.1	<p>"The Adjudicator proposed by the Employer is: and has been identified from the list provided by [insert name of the Institution]. The daily fee payable to Adjudicator is Rs 10,000/-." Note:</p> <p><i>Institutions such as Indian Council of Arbitration (ICA) also maintain panel of experienced and trained adjudicators and if needed, such institutions could be approached for providing a list of potential adjudicators.</i></p>
ITB 47	<p>New Addition</p> <p>The Tender / Bid related complaints may be submitted / addressed to</p> <p><i>Vice-Chairman & Project Director, Jal Marg Vikas Project Inland Waterways Authority of India Jal Marg Vikas Project A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301</i></p> <p><i>Email: vc.iwai@nic.in</i></p>

Section III - Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, In case of monetary amount are in USD - Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For annual turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 37.1[H3]. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

In line with the two-envelope bidding process, this section includes Evaluation and Qualification Criteria:

**(A.1) Technical Part; and
(B.2) Financial Part.**

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include:

- (i) an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, material sourcing and Quality Control/Assurance in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works' Requirements).

For this purpose, the Bidder should also submit:

A. Methodology:

- (a) **Statement of Work Methods:** This shall demonstrate the Bidders capability to define, optimize and carry out on a timely basis the physical interventions detailed in the scope of requirements specified in Section VI.
- (b) The work methodology shall include a mobilization and execution plan that details how the bidder will execute the work on the waterway.

B. Environmental, Social, Health and Safety (ESHS) obligation

A detailed note outlining its proposed methodology and program of construction including compliance with the Environmental, Social, Health and Safety (ESHS) obligations

- An outline proposal on how the contractor shall minimize environmental impacts especially to sensitive and critical areas including but not limited to reed lands, mud flats, mangrove forests and migratory bird habitats considering:

- The requirement for dredging sediment volumes in shallow waterways; placing dredged materials in-stream; and, early detection and quantification of hazardous sediment and its removal; and Any hazardous sediment if found during the dredging shall be removed by the bidder at no extra cost.
 - The requirement to minimize noise, water and air pollution from its own operations.
 - An outline Quality Assurance Plan; and
 - A Health and Safety Plan specific to the proposed works
- C. **Work Program:** Contractor needs to submit a Work program out-lining the broad contour of work and how they will be achieved.
- D. **Site Organization and Communications Plans:** that clearly provide:
- i. An overall organization chart showing the division between site offices and head office responsibilities;
 - ii. A site organization chart clearly showing responsibilities and functions of key personnel. The person in-charge and the second in command for each location and their responsibilities;
 - iii. The proposed layout of the Contractor's facilities and equipment, including offices and accommodation units based on the proposed sites and waterways routes;
 - iv. Internal Communications Plan within the Contractor's organization and between its home office and the site offices;
 - v. External Communication Plan between the Contractor, the Project Manager/Supervision & Performance Monitoring Consultant, Related Stakeholders, Users, and Employer;
- E. **Sub-contracting**
an assessment of the details of subcontracting elements of works amounting to more than 10% of the bid price^[H4]; for each element proposed to be sub contracted furnish details whether the identified Sub-contractor possesses the required qualifications and experiences to execute that element satisfactorily. 25% is the maximum limit of work that can be subcontracted for which bidder
[Work should not be split into small parts and sub-contracted].

1.2 Multiple Contracts if permitted under ITB 35.3, - Not Applicable

1.3 Specialised Subcontractors - Not Applicable.

1.4 Qualification Criteria

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

In case a contractor while working on an IWAI contract, applies for another similar contract to be executed by IWAI, then to check whether the contractor meets the qualification criteria for the new contract, IWAI will calculate the bid capacity of the bidder as per the formula mentioned at 2.4.2 ('D')

Factor						
Sub-Factor	Requirement	Criteria				Documentation Submission Requirements
		Single Entity	Bidder			
			Joint Venture (existing or intended)			
			All partners combined	Each partner	One Member	
1.0 Nature of Bidder	Bidder to indicate whether they are presenting a Single Entity bid Or Joint Venture Bid Or Intend to Sub Contract on Later date	List of Sub-contractors against each item likely to be deployed along with the bid as per format. The Contractor shall select & employ its subcontractor from such list.	N/A	N/A	N/A	In the event of Sub-contracting, the details of the Sub-contractor likely to be deployed be identified in the proposal. Details & Profile of Sub-contracting firms
<ul style="list-style-type: none">• The leader should maintain at least 51% share in the JV at all the time during the period of contract• The Technical Member of the JV should meet at least 25% of the financial requirement						

2. Qualification

Eligibility and Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Member	

2.1 Eligibility

2.1.1	Nationality	Nationality in accordance with ITB Sub-Clause 4.3.	Must meet requirement	N/A	N/A	N / A	Forms ELI -1.1 and ELI-1.2 With attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB Sub-Clause 4.2.	Must meet requirement	N/A	N/A	N / A	Letter of Bid
2.1.3	Bank eligibility	Not having been declared ineligible by the Bank, as described in ITB Sub-Clause 4.4 & 4.7	Must meet requirement	N/A	N/A	N / A	Letter of Bid
2.1.4	Government Owned Entity	Bidder to meet conditions of ITB Sub-Clause 4.5. The entity should not be a dependent agency of the borrower or sub-borrower or Employer.	Must meet requirement	N/A	N/A	N / A	Forms ELI -1.1 and 1.2 with attachments
2.1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	N/A	N/A	N / A	Forms ELI -1.1 and 1.2 with attachments

2.2 Historical Contract Non-Performance

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2.1	History of Non-Performing Contracts	Non-performance of a contract ² did not occur as a result of contractor default since 1 st January <i>[Insert year]</i> .	Must meet requirement by itself or as member to past or existing JV	N/A	N/A	N / A	Form CON - 2
2.2.2	Suspension due to withdrawal of the Bid within Bid validity	Not under suspension due to withdrawal of the Bid pursuant ITB 19.6.	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement by itself or as member to past or existing JV	N / A	N/A	N / A	Form CON - 2
2.2.4	Litigation History	No consistent history of court/arbitral award decisions against the	Must meet requirement by itself or as member to past or existing JV	N/A	N/A	N/A	Form CON - 2

² Non-performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Bidder ³ since 1 st January 2017					
2.2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years ⁴ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	N/A	N/A	Form CON-3 ESHS Performance Declaration

³The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

⁴The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Member	One Member

2.3 Financial Situation and Performance

2.3.1	<p>Financial Capabilities</p> <p>(a) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the <i>cash flow requirements estimated as described below for each Schedule (about 03 months cash flow^[H5] at peak work period)</i></p> <p>a. Schedule A - ₹ 0.43 cr. b. Schedule B - ₹ 0.21 cr. c. Schedule C - ₹ 0.26 cr. d. Schedule D - ₹ 0.28 cr. e. Schedule E - ₹ 0.40 cr. f. Schedule F - ₹ 0.41 cr.</p> <p>for the subject contract(s) net of the Bidders other commitments</p>	<p>(a) Must meet requirement</p> <p>(b) Must meet requirement</p>	N/A	N/A	N/A	N/A	Form FIN - 3.1 with attachments
-------	---	---	-----	-----	-----	-----	---------------------------------

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		(b) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments (c) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	(c) Must meet requirement		N/A		
NOTE: The construction cash flow requirement should be for a number of months determined as the total time needed to pay contractor invoice by the Employer. The cash flow should not normally exceed 3 months peak contract requirements and availability should be certified by Bank (Nationalized or Scheduled Bank in India)in form 3.1 A							
2.3.2	Annual Turnover	Minimum average annual construction turnover for each Schedule described below + calculated H6]as total certified	Must meet requirement	N/A	N/A	N/A	Form FIN - 3.2

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		payments received for contracts in progress and/or completed within the last five financial years, divided by five years. a. Schedule A - ₹ 1.04 cr. b. Schedule B - ₹ 0.50 cr. c. Schedule C - ₹ 0.62 cr. d. Schedule D - ₹ 0.67 cr. e. Schedule E - ₹ 0.96 cr. f. Schedule F - ₹ 0.98 cr.					

Note-The amount stated should normally not be less than twice the estimated annual turnover or cash flow in the proposed Works contract (based on a straight-line projection of the Employer's estimated cost, over the contract duration).

Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Member	

2.4 Experience

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4.1	General Work Experience	Experience under contracts for similar works such as those pertaining to experience in Similar Works related to Flood Control measures making structures made of bamboos/ ballis in river, River conservancy works by bandalling/ surface panel & Navigational Aids, River Training Works, Channel stabilization works in rivers using bamboos/ ballis and any other riverine works in rivers in the role of contractor, JV member, sub-contractor, or management contractor for at least the last seven [7] years prior to the bid submission deadline.	Must meet requirement	N/A	N/A	N/A	Form EXP – 4.1

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4.2 (a)	Specific Experience	<p>Bidder should have successfully completed as a prime contractor, JV member⁵, management contractor or sub-contractor, minimum</p> <p>Schedule - A Three similar works each costing not less than Rs 1.39 cr. Or Two similar works each costing not less than Rs 1.73 cr. or One similar works costing not less than Rs 2.77 cr.</p> <p>Schedule - B Three similar works each costing not less than Rs 0.67 cr. Or Two similar works each costing not less than Rs 0.84 cr. or One similar works costing not less than Rs 1.34 cr.</p> <p>Schedule - C</p>	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(a). The contractor should have borne responsibility for execution of works to the extent he claims experience. A contractor should not claim experience for the works he has never executed.

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>Three similar works each costing not less than Rs 0.83 cr. Or Two similar works each costing not less than Rs 1.04 cr. or One similar works costing not less than Rs 1.66 cr.</p> <p>Schedule - D Three similar works each costing not less than Rs 0.89 cr. Or Two similar works each costing not less than Rs 1.11 cr. or One similar works costing not less than Rs 1.78 cr.</p> <p>Schedule - E Three similar works each costing not less than Rs 1.28 cr. Or Two similar works each costing not less than Rs 1.59 cr. or One similar works costing not less than Rs 2.55 cr.</p> <p>Schedule - F</p>					

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Three similar works each costing not less than Rs 1.30 cr. Or Two similar works each costing not less than Rs 1.63 cr. or One similar works costing not less than Rs 2.60 cr. <i>For Specific Experiences</i> Experience in Similar Works related to Flood Control measures making structures made of bamboos/ ballis in river, River conservancy works by bandalling & navigational aids, River Training Works, Channel stabilization works in rivers using bamboos/ ballis in rivers in the role of contractor, JV member, sub-contractor, or management contractor for at least the last seven [7] years prior to the bid submission deadline					
<ul style="list-style-type: none">• The qualifying requirements mentioned at SI No. 2.3.1, 2.3.2 & 2.4.2 (a) are for each Schedule.• The bidders are at liberty to bid for one or more schedules.• Bidders shall submit Work Completion certificate.• In case of continued works, substantial completion certificate for minimum 90% of the contract value shall be considered.							

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
<p>The value of the completed contract for similar works should not be less than 80% of the estimated contract value of the work for which bids are invited. A work where 90% of contract value is paid is considered as completed.</p> <p>In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated</p>							
<p>NOTE: List the monthly or annual production rate for the key construction activity (or activities) in the proposed contract or works, e.g., “one million M³ of rock placed in rock fill dams in one year; X tons of asphalt concrete per month placed in road paving; Y M³ of concrete placed in ... etc.” The rates should be a percentage (say about 80 percent) of the estimated production rate of the key activity (or activities) in the contract or Works as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.</p> <p>* Borrower should fill this after careful review of the requirements for the work. Where the elements of work are specialized and it is proposed to accept employment of specialist sub-contractors, this could be specified for that activity and bidders may be requested to name the sub-contractors and furnish their qualification and experience.</p>							
<p>2.4.2(c) For a bidder (either individually as a single entity or as a JV member) to qualify for a group of lots (contracts), he must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for all the contracts in question.</p>							
2.4.2(d)	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under: Assessed Available bid capacity = (A*N*1.5-B) Where, A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year at the rate of 5% per year), taking into account the completed as well as works in progress). N = Number of years prescribed for completion of the works for which bids are invited (period upto 6 months to be taken as half-year and more than 6 months as one year).</p> <p>B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited.</p> <p>Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</p>						

Factor	2.5 Contractors Representative & Key personnel					
Sub-Factor	Criteria					Documentation Submission Requirements
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All partners combined	Each partner	One member	
<p>The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum key personnel, as described in the table below, that are required to perform the contract.</p> <p>The Bidder shall provide details for the key personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience.</p> <p>The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.</p> <p>The Contractor shall require the Employer's consent to substitute or replace the Key Personnel.</p>						
Item No.	Position/specialization required for each lot	Relevant academic qualifications		Minimum years of relevant work experience	MUST meet requirement	
1					Bidder to provide the details of the manpower at the time of Bid Submission	
2						
3						
4						
5						
6						
7						
3	Details of the Sub- Contracting agencies.					
<p>The Bidder must not have in his employment: [i]the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the following Government Departments. All organization entities / agencies under Ministry of Ports, Shipping and Waterways.</p>						

Factor	2.5 Contractors Representative & Key personnel					
Sub-Factor	Criteria					Documentation Submission Requirements
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All partners combined	Each partner	One member	
[ii]	Without Government permission, any person who retired as Gazetted officer within the last two years.					
Note:	<p>The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and others working under the project manager who will be responsible for major components (<i>e.g., specialized in dredging, vessel management, environmental, health and safety, social issues, as required for each particular project</i>). Criteria of acceptability should be based on:</p> <p>(a) a minimum number of years of experience in a similar position; and</p> <p>(b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.</p> <p>(c) all Key and Management Personnel should be able to communicate orally and in written form in English</p>					

Factor	2.6 Contractors Equipment																																																	
Sub-Factor	Criteria					Documentation Submission Requirements																																												
	Requirement	Bidder																																																
		Single Entity	Joint Venture (existing or intended)																																															
			All partners combined	Each partner	One member																																													
2.6.0 Equipment – The Bidder must demonstrate that it has the Key equipment listed hereafter <table border="1"> <tr> <th>Equipment</th><th>Equipment Type & Characteristics</th><th>Minimum Capacity</th><th>Max. Age yrs</th><th>Qty</th><th>Desirable at the time of bidding</th></tr> <tr> <td>6.1</td><td></td><td></td><td></td><td></td><td rowspan="3"></td></tr> <tr> <td>6.2</td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td rowspan="3">These equipment's at the TIME OF BIDDING must be either owned or hired or to be procured by the bidder</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>6.6 Details of Equipment</td><td colspan="4">To be hired with the details of the Equipment as per format (Ref BDS) as on with the agreement copy.</td><td></td></tr> </table>							Equipment	Equipment Type & Characteristics	Minimum Capacity	Max. Age yrs	Qty	Desirable at the time of bidding	6.1						6.2															These equipment's at the TIME OF BIDDING must be either owned or hired or to be procured by the bidder											6.6 Details of Equipment	To be hired with the details of the Equipment as per format (Ref BDS) as on with the agreement copy.				
Equipment	Equipment Type & Characteristics	Minimum Capacity	Max. Age yrs	Qty	Desirable at the time of bidding																																													
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6.6 Details of Equipment	To be hired with the details of the Equipment as per format (Ref BDS) as on with the agreement copy.																																																	
<p>The Bidder shall provide <i>Scanned copy of the details of Tools, Plants, equipment's and machinery/ workshop facilities and its planning schedule</i> using Form EQU in Section IV, Bidding Forms.</p> <p>Note: The above list is only the minimum suggested major equipment. Bidders shall provide a list of the type and quantity of equipment needed to carry out on a timely basis the physical interventions detailed in the scope of requirements specified in Section VI. Choice in the type and quantity of equipment shall consider the scope of the physical interventions required for the project waterways. In providing a list of type and quantity of equipment, Bidders shall specifically:</p> <p>Demonstrate that any equipment selected for works on waterways route must meet the works requirements on a timely basis, considering: equipment performance specifications; the geographical location waterway stretch and time for internal movements (transport); IWT classification characteristics (i.e. channel depth and width); environmental and social mitigation needs; and any other limiting conditions, including but not limited to physical and weather limiting conditions;</p> <p>Demonstrate that equipment selected is designed, built, constructed, manned, operated and certified for inland waterway and environmental conditions that can be expected on waterways or parts thereof. For the avoidance of doubt, Bidders shall provide documentary evidence that all equipment is both licensed and classed to operate in the waterways/river conditions, including but not limited to wind, wave, swell, current and tidal stream conditions where development and maintenance dredging, aid to navigation installation and maintenance, survey services and environmental monitoring are required. Ownership Registration with valid Licenses – Permission etc. to be submitted. These equipment must be owned/hired by bidder and by lead member in case of JV.</p>																																																		

3. Financial Part

1	Margin of Preference	Not Applicable
2	DELETED	
3	Alternative Completion Times (ITB 13.2)	Not Applicable
4	Alternative Technical Solutions Financial Part for specified parts of the Works (ITB 13.4)	Not Applicable
5	Other criteria (if permitted under ITB 35.1(f))	Not Applicable

3.1 Multiple Contracts if permitted under ITB 35.3, will be evaluated as under.

If works are grouped in multiple contracts pursuant to Sub-Clause 35.3 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Section IV - Bidding Forms

	Section IV. Bidding Forms		
	Table of Forms		
1	Bid Submission Form / letter of Bid & Technical Proposal Form The bidder's Technical Proposal shall include the following elements: SCHEDULE B.....Site Organizations SCHEDULE C.....Method statement SCHEDULE D.....Mobilization Schedule. SCHEDULE E.....Contractor's Equipment SCHEDULE F... Key Personnel Proposed SCHEDULE G.....Subcontractors & JV details SCHEDULE H.....ESHS Management Strategies and Implementation Plans SCHEDULE I.....Code of Conduct (ESHS)		
	Format	reference	Content
1.1	Form ELI-1.1 & 1.3	Section-III QR 1	Bidder's Information Form with attachments
1.2	Form ELI-1.2 & 1.3	Section-III QR 1.1 to 1.4	Bidder's JV Information Form with attachment
1.3	Form CON-2	Section-III QR 2.1 - 2.2	Historical Contract Non-performance, pending litigation and Litigation history
1.4	Form FIN-3.1	Section-III QR 2.3	Financial Situation and Performance
1.5	Form EXP-4.1	Section-III QR 2.4	General Experience
1.6	Form EXP-4.2(a)		Specific and Contract Management Experience
1.7	Form EXP-4.2(b)		Specific Experience of Key Activities
1.8	Form Exp 5.0		Deleted
1.9	Schedule-C	Section-III QR 6.9	Details of the proposed Sub-Contractors
1.10	Schedule- E	Section-III QR 6.4	Detailed Management Plan – Approach & Methodology
1.11	Schedule D	Section-III QR 2.6	Major Equipment's available with bidder
1.12	Schedule-F	Section-III QR 2.7	Detailed Manpower deployment plan of the Main Bidder with CV
2	ESHS Management Strategies and Implementation Plans Code of Conduct: Environmental, Social, Health and Safety (ESHS) CON – 3 Environmental, Social, Health, and Safety Performance Declaration		
3	Bid Security (Bank Guarantee)		
4	Format for the Affidavit		
5	Bidder's Bid Price Form		

Letter of Bid – Technical Part

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

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: _____

NCB No.: _____

Invitation for Bid No.: _____

To: ***(Insert name of the Employer)***

We, the undersigned, 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) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (d) Our bid shall be valid for a period of _____ ***[insert validity period as specified in ITB 18.1.]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We accept the appointment of ***[insert name proposed in Bid Data Sheet]*** as the Adjudicator
[or]
We do not accept the appoint of ***[insert name proposed in Bid Data Sheet]*** as the Adjudicator, and propose instead that ***[insert name]*** be appointed⁶ as Adjudicator, whose daily fees and biographical data are attached;
- (f) If our bid is accepted, we commit to obtain a performance security ***[and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable]*** in accordance with the Bidding Document;

⁶In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 46, the replacement should also be proposed from the list of same institution.

-
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2,
- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council (ITB 4.7);
- (i) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5⁷;
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (k) 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;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (m) If awarded the contract, the person named below shall act as Contractor's Representative:

Name of the Bidder* *[insert complete name of person signing the Bid]*

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 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 to be attached with the Bid Schedules.

.....

.....

⁷Use one of the two options as appropriate.

Technical Proposal

Technical Proposal shall include the following elements

- **Schedule – B ➔ Site Organization**
- **Schedule – C ➔ Method Statement**
- **Schedule – D ➔ Mobilization Schedule**
- **Schedule – E ➔ Contractors equipment**
- **Schedule – F ➔ Personnel**
- **Schedule – G ➔ Subcontractors & JV details**
- **Schedule – H ➔ Environmental, Social, Health, and Safety Management (ESHS) Strategies and Implementation Plans**
- **Schedule – I ➔ Code of Conduct (ESHS)**
- **Schedule – I ➔ *Form of Bid Security - Bank Guarantee***
- **Schedule – J ➔ Others**

- **Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (*for each the qualifications and experiences on the identified subcontractor in the relevant field should be given.*)**
- ***Note: Work should not be split into small parts and sub-contracted; but sub-contracting specialized elements of works is acceptable.***

Appendix to Technical Part ... Schedule – B

Technical Proposal – Site Organization

[Insert Site Organization information]

Site Organization

Bidders shall give below full particulars of the organization they propose to establish, direct, and administer the Contract. In particular, bidders shall indicate the location of site camps and the resources they intend to allocate to Self-Control Units for planning and monitoring purposes.

- 1. SITE ORGANIZATION CHART**
- 2. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART**

Appendix to Technical Part ... Schedule – C

Technical Proposal – Method Statement

Bandalling & Day Navigational Aids Management Plan

[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP), backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated review of completion as per mile stones]

Appendix to Technical Part Schedule – D
Technical Proposal – Mobilization Schedule

[Insert Mobilization Schedule]

Appendix to Technical PartSchedule – E

Technical Proposal – Contractor’s Equipment

The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). The Bidder shall provide all the information requested below.

[illegible]

Appendix to Technical PartSchedule – F

Technical Proposal – Key Personnel Proposed

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

S. No.	Position	Name	Qualification	Years of Experience	Years of Experience in proposed position			
					Bandalling	Navigation aids	Others	Total
1								
2								

Appendix to Technical Part ... Schedule – F

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____ Date: (day month year): _____

Countersignature of authorized representative of the Bidder : Signature: _____

Date: (day month year): _____

Appendix to Technical Part ... Schedule – G

Technical Proposal – Sub Contracting & JV

[Insert proposal of sub-contracting elements of works amounting to more than 10% of the bid price for each element and indicate the name of the sub-contractor, its qualifications and experiences to execute that element satisfactorily]

Form SC-Sub Contracting				
SCHEDULE OF SUBCONTRACTORS				
Item	Element of work	% of bid price	Name and address of sub-contractor	Qualification and experience of sub-contractor on similar works of the elements executed
<p>The Bidder shall enter in this schedule a list of the major sections and appropriate value of the work for which he proposes to use subcontractors <i>[for those costing more than 10% of the bid price for each element]</i>, together with the names, addresses and experiences of the proposed subcontractors.</p> <p>The capability of the sub-contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.</p> <p><i>(Work should not be split into small parts and sub-contracted; but, sub-contracting specialized elements of works is acceptable).</i></p>				

Appendix to Technical Part ... Schedule – H
ESHS Management Strategies and Implementation Plans
(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.2 (j) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements described in Section VII.

Appendix to Technical Part Schedule – I

Code of Conduct: (ESHS)

Environmental, Social, Health and Safety

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.2 (j) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Appendix to Technical Part

Form-ELI -1.1: Bidder Information Form

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

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

Page *[insert page number]* of *[insert total number]* pages

1.1 Bidder Information			
Bidder's legal name			
In case of JV, legal name of each member			
Bidder's country of constitution			
Bidder's year of constitution			
Bidder's legal address in country of constitution			
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> 1. In case of single entity, articles of incorporation or constitution of the legal entity names above, in accordance with ITB 4.1 and 4.3. 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2. 3. In case of JV, letter of intent to form JV or JV agreement: in accordance with ITB 4.1 read with BDS 4. In case of government-owned entity, documents establishing legal and financial authority and compliance with the principles of commercial law in accordance with ITB 4.5 read with Sub-clause 2.1.4 of Qualification Criteria. 5. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 			

<u>DETAILS OF PARTICIPATION IN THE JOINT VENTURE</u>			
PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on proposed contribution of each)			
The Joint Venture should indicate the details of participation as above.			

Appendix to Technical Part

Form-ELI -1.2: JV Information Form& 1.2 A Specialized Subcontractor's (Where permitted as per BDS ITB 4.1)

Each member of a JV must fill in this form

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

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

Page *[insert page number]* of *[insert total number]* pages

JV/Specialist Subcontractor Information			
Bidder's legal name			
JV Member's legal name			
JV Member's country of constitution			
JV Member's year of constitution			
JV Member's legal address in country of constitution			
JV Member's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)			
Attached are copies of the following original documents. <ol style="list-style-type: none">1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 read with BDS.2. Authorization to represent the firm names above, in accordance with ITB 20.2.3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5 read with Sub-Clause 2.1.4 of Qualification Criteria.4. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.			
Bidder's legal name:			
Specialized Subcontractor's legal name:			
Specialized Subcontractor's country of registration:			
Specialized Subcontractor's year of constitution:			
Specialized Subcontractor's legal address in country of constitution:			
Specialized Subcontractor's authorized representative information			
Name: _____			
Address: _____			
Telephone/Fax	numbers:	_____	E-mail address: _____
Attached are copies of original documents of			
<input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.			
<input type="checkbox"/> Authorization to represent the Specialized Subcontractor.			

Appendix to Technical Part
Form CON – 2
Historical Contract Non-Performance, Pending Litigation and
Litigation History

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: [insert full name] Date: [insert day, month, year]

Joint Venture Party Name: [insert full name]

NCB No. and title: [insert NCB number and title]

Page [insert page number] of [insert total number] pages

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the <i>(number)</i> years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed during the <i>(number)</i> of years specified in Section III, Qualification Criteria and Requirements, requirement 2.2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (in Indian Rupees)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3 as indicated below.			

Year of dispute	Amount in dispute (Rupees)	Contract Identification	Total Contract Amount (Rupees)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4. <input type="checkbox"/> Litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rupees)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Form CON – 3 : Environmental, Social, Health, and Safety Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name: _____

Joint Venture Member's or Specialized Subcontractor's Name: _____

NCB No. and title: _____

Page _____ of _____ pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Contract Amount (Rs.)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>		<i>[insert amount]</i>

Appendix to Technical Part .. Form FIN – 2.3.1 to 2.3.3

Financial Situation and Performance						
Bidder's Name	[insert full name]					
Date:	[insert day, month, year]					
Joint Venture Member Name	[insert full name]:					
NCB No. and title	[insert NCB number and title]					
Page...	[insert page number] of [insert total number] pages					
1. Financial data :- <i>[The following table shall be filled in for the Bidder and for each member of a Joint Venture]</i>						
Type of Financial information in (INR)	Historic information for previous <u> [insert number] </u> years, <i>[insert in words]</i> (amount in currency,					
	Year 1	Year 2	Year 3	Year4	Year 5	
Statement of Financial Position (Information from Balance Sheet)						
Total Assets	(TA)					
Total Liabilities	(TL)					
Total Equity/Net Worth	(NW)					
Current Assets	(CA)					
Current Liabilities	(CL)					
Working Capital	(WC)					
Information from Income Statement						
Total Revenue	(TR)					
Profits Before Taxes	(PBT)					
Cash Flow Information						
Cash Flow from Operating Activities						
This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.						
2. Sources of Finance: <i>[The following table shall be filled in for the Bidder and for each member of a Joint Venture]</i>						
Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.						
	No.	Source of finance	Amount Equivalent INR			
	1					
	2					
3. Financial documents : <i>The Bidder and its parties shall provide copies of financial statements for [number] years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:</i>						
<i>(a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).</i> <i>(b) Be independently audited or certified in accordance with local legislation.</i> <i>(c) Be complete, including all notes to the financial statements.</i> <i>(d) Correspond to accounting periods already completed and audited.</i>						
Attached are copies of financial statements ⁸ for the [number] years required above; and complying with the requirements						

⁸ If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN 3.2 JOINT VENTURE							
Names of all partners of a joint venture							
1. Partner in charge							
2. Partner							
3. Partner							
Total value of annual dredging turnover, in terms of work billed to clients, in US\$ equivalent, converted at the rate of exchange at the end of the period reported:							
Annual Turnover Data (construction only ; INR equivalent)*							
Partner	Form 2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5	Average
1. Partner in charge							
2. Partner							
3. Partner							
TOTALS							
Name and address of Bankers to the Joint Venture							
* to be certified by a Chartered Accountant or a Professional with an equivalent internationally recognized title.							
Form FIN-3.3 Financial Resources							
Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria							
Source of financing						Amount (US\$ equivalent)	
1.							
2.							
3.							
4.							

Appendix to Technical Part

FORM FIN – 3.1(A)

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

[To be given from a Nationalized or Scheduled Bank in India]

Clause 2.3.1(b) of Section II – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the works, namely _____ [funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their capital requirements for executing the above contract.

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

*** Change the text as follows for Joint venture:**

This is to certify that M/s. who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely [funded by the World Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet the working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation.]

Form FIN –2.3.1 to 2.3.3							
Average Annual Turnover ... Form FIN - 3.2							
<i>[The following table shall be filled in for the Bidder and for each member of a Joint Venture]</i>							
Bidder's Name		<i>[insert full name]</i>					
Date:		<i>[insert day, month, year]</i>					
Joint Venture Member Name		<i>[insert full name]:</i>					
NCB No. and title		<i>[insert NCB number and title]</i>					
Page...		<i>[insert page number] of [insert total number] pages</i>					
<i>[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]</i>							
Annual turnover data (construction only)							
Year	Amount Currency					INR	
<i>[calendar year]</i>	<i>[insert amount and indicate currency] and Source of Figures and attach the relevant documents</i>						
1. YEAR 2020							
2. YEAR 2019							
3. YEAR 2018							
4. YEAR 2017							
5. YEAR 2016							
<i>Annual construction turnover calculated as total certified payments received for work in progress or completed, for 5 years. Specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.2. This should be certified by a Chartered Accountant</i>							
Names of all members of a joint venture							
1. Member in charge							
2. Member							
3. Member							
Total value of annual construction turnover, in terms of work billed to clients, in Rupees							
Annual Turnover Data (construction only; in Rupees *)							
Member	Form 2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5	Average
1. Member in charge							
2. Member							
3. Member							
TOTALS							
Name and address of Bankers to the Joint Venture							
Provide details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture. Attach a Memorandum of Understanding for the Proposed Agreement of joint Venture which should lay down responsibility regarding work and financial arrangements in respect of each of the firm in the Joint Venture (Refer also ITB Clause 4.1).							
* To be certified by a chartered accountant							

Appendix to Technical Part

Form EXP – 2.4.1 General Experience <i>[The following table shall be filled in for the Bidder and in the case of a JV Bidder, each Member]</i>			
Bidder's Name		<i>[insert full name]</i>	
Date:		<i>[insert day, month, year]</i>	
Joint Venture Member Name		<i>[insert full name]:</i>	
NCB No. and title		<i>[insert NCB number and title]</i>	
Page...		<i>[insert page number]</i> of <i>[insert total number]</i> pages	
<i>[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]</i>			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>

Form EXP – 2.4.2(a)
Specific Experience

[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture, and Specialized Sub-contractors]

Bidder's Name	<i>[insert full name]</i>			
Date:	<i>[insert day, month, year]</i>			
Joint Venture Member Name	<i>[insert full name]:</i>			
NCB No. and title	<i>[insert NCB number and title]</i>			
Page...	<i>[insert page number] of [insert total number] pages</i>			
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year]</i>			
Completion date	<i>[insert day, month, year]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		US\$ <i>[insert Exchange rate and total contract amount in US\$ equivalent]*</i>	
If member in a JV or sub-contractor, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in US\$ equivalent]*</i>	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

Form EXP – 2. 4.2(a) (cont.)	
Specific Experience (cont.)	
Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
NCB No. and title	<i>[insert NCB number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	<i>[insert amount in local currency, exchange rate, US\$ in words and in Figures]</i>
2. Physical size of required works items	<i>[insert physical size of items]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Construction rate for key activities	<i>[insert rates and items]</i>
6. Other Characteristics	<i>[insert other characteristics as described in Section X, Scope of Works]</i>

Form EXP – 2.4.2(b)**Experience in Key Activities**

Bidder's Name	<i>[insert full name]</i>		
Date:	<i>[insert day, month, year]</i>		
Joint Venture Member Name	<i>[insert full name]:</i>		
NCB No. and title	<i>[insert NCB number and title]</i>		
Page...	<i>[insert page number] of [insert total number] pages</i>		
All Sub-contractors for key activities must complete the information in this form as per ITB 5.6 and Section III, Qualification Criteria and Requirements, Clause 4.2.			
1. Key Activity No. One: <i>[insert brief description of the Activity, emphasizing its specificity]</i>			
Total Quantity of Activity under the contract: _____			
Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year]</i>		
Completion date	<i>[insert day, month, year]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/> Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>		US\$ <i>[insert exchange rate and total contract amount in US\$ equivalent]</i>
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		

Appendix to Technical Part
Form for Current Contract Commitments/Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. equivalent in million)	Stipulated period of completion	Value of works ⁹ remaining to be completed (Rs. equivalent in million)	Anticipated date of completion	Average Monthly Invoicing Over Last Six Months (Rs./month) Equivalent in millions)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(B) Works for which bids already submitted and likely to be awarded – expected additional commitment.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Description of Work	Place & State	Name and Address of Employer	Estimated value of Works (Rs. equivalent in million)	Stipulated period of completion	Date when decision is expected	Remarks, if any

⁹ Attach certificate(s) from the Engineer(s)-in-Charge.

Form EXP – 6.0*[Reference: BDS 5.2] & QR (2.6)***List of Major Equipment – Tools & Plants (Available with Bidder)**

Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
NCB No. and title	<i>[insert NCB number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>

Bidder to provide the

1. List of Tools and plants - including Floating Crafts, Machinery & other Equipment required for deployment on the works and successful operation of the contract.
Available with the Bidder / Contractor

MUST MEET REQUIREMENTS →

These equipment's at the TIME OF BIDDING must be either owned or hired or to be procured by the bidder and by member of JV. (in case of JV)

<i>Sl.no</i>	<i>Name of Equipment /Machinery /plants</i>	<i>Qty.</i>	<i>Description, Size, Capacity</i>	<i>Date of Purchase / Age</i>	<i>Present Location</i>
AVAILABLE					
6.1					
6.2					

Signature of the Bidder

Form EXP – 6.4

(Reference: BDS 11.2 a)

Detailed Approach & Methodology

Bidder's Name	[insert full name]
Date:	[insert day, month, year]
Joint Venture Member Name	[insert full name]:
NCB No. and title	[insert NCB number and title]
Page...	[insert page number] of [insert total number] pages

To indicate how various activities which will be carried out, to meet the requirements Laid down at Appendix A to the Tender documents / Contract

SCHEDULE E

Erection & maintenance of bandalling and Day Navigational Aids Methodology¹⁰

(a) Contractor's Statement of Work Methods

To demonstrate a clear understanding of the requirements of the Contract, Bidders shall provide in the form of a narrative descriptions, sketches and drawings, how the works shall be undertaken.

The Statement of Work Methods shall demonstrate the Bidders capability to define, optimize and carry out on a timely basis the physical interventions detailed in the scope of requirements specified in Section VI.

The Statement of Work Methods shall include a mobilization and execution plan that details how the bidder will, **on waterway stretch**, carry out on a timely basis the following:

- i. Bandalling & Day Navigational Aids Works as defined in Scope of Work;
- ii. Erection and maintenance of Training Works on the waterway stretch as defined.
- iii. An outline proposal on how the Contractor shall minimize environmental impacts especially to sensitive and critical areas including but not limited to reed lands, mud flats, mangrove forests and migratory bird habitats taking into account:
 - The requirement to minimize noise, water and air pollution from its own operations.
- vii. An outline Quality Assurance Plan; and,
- viii. A Health and Safety Plan specific to the proposed works.

¹⁰ The River Training Methodology included here is a SAMPLE taken from a specific project, and should be suitably modified as necessary. It should correspond to the construction methodology specified in Section III Evaluation and Qualification Criteria.

(b) Contractor's Work Program : A Work Program compiled on a project management software (like MS Project, Primavera or similar) which must clearly show the major project works proposed and the corresponding timeline with the following characteristics:

- Show work stages (Mobilization, Survey, Dredging / Bandalling Work, Erection and Maintenance of Navigational Aids , and Demobilization, etc.) and BOQ Items with the corresponding timeline;
- Show the leading, lagging and critical activities, with linkages to related activities, milestones, key personnel in charge, etc.; and
- Resources (equipment, material, personnel, etc.) plan to achieve the Work Program.

(c) Site Organization and Communications Plans: that clearly provide:

- An overall organization chart;
- A site organization chart;
- Preliminary layout of the Contractor's facilities and equipments;
- Internal Communications Plan;
- External Communication Plan; and
- Navigational protocol to assure free passage for ships during dredging or other works.

Form EXP – 6.5

(Reference: BDS 11.2 b)

Detailed Deployment Plan

Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
NCB No. and title	<i>[insert NCB number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>

To indicate how various man and materials shall be deployed to meet the requirements explained at 1.Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga) Management Plan and as Laid down at Appendix A to the Tender documents / Contract

Form EXP – 6.6

(Reference: BDS 11.2 c)

Details of Equipment's - Availability Plan

Bidder's Name	[insert full name]
Date:	[insert day, month, year]
Joint Venture Member Name	[insert full name]:
NCB No. and title	[insert NCB number and title]
Page...	[insert page number] of [insert total number] pages

Bidder to provide the

1. List of Tools and plants -
 - a. Available on Hire
2. In case of Hire → A JV agreement with the agency along with the
 - a. list of equipment being Hired.
3. List of Tools and plants -
 - a. Likely to be Procured

SCHEDULE D

Contractor's Equipment

Bidders shall provide a list of the type and quantity of equipment needed to carry out on a timely basis the physical interventions detailed in the scope of requirements specified in Section VI. Choice in the type and quantity of equipment shall take into account the scope of the physical interventions required for the project waterways. In providing a list of type and quantity of equipment, Bidders shall specifically:

Demonstrate that any equipment selected for works on more than one waterways route must meet the works requirements of all specified routes on a timely basis, taking into account: equipment performance specifications; the geographical location of such other route or routes and time for internal movements (transport); IWT classification characteristics (i.e. channel depth and width); environmental and social mitigation needs; and any other limiting conditions, including but not limited to physical and weather limiting conditions;

Demonstrate that equipment selected is designed, built, constructed, manned, operated and certified for marine and environmental conditions that can be expected on each waterways route or parts thereof. For the avoidance of doubt, Bidders shall provide documentary evidence that all equipment is both licensed and classed to operate in the waterways (river) conditions, including but not limited to wind, wave, swell, current and tidal stream conditions where development and maintenance dredging, aid to navigation installation and maintenance, survey services and environmental monitoring are required.

A separate Form shall be prepared for each item of equipment listed (with a current new purchase price exceeding US\$ 0.5 m)¹¹, or for alternative equipment proposed by the Bidder. The Bidder

¹¹ Threshold of US\$ 0.5 m is only a Sample value, and should be modified as considered necessary

shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

<i>Sl.no</i>	<i>Name of Equipment /Machinery /plants</i>	<i>Qty.</i>	<i>Description, Size, Capacity</i>	<i>Date of Purchase / Age</i>	<i>Present Location</i>
<i>TO BE HIRED</i>					
<i>TO BE arranged through JV</i>					
<i>TO BE PROCURED</i>					

Signature of the Bidder

Form EXP – 2.5

Details of Deployment of Manpower

(Main Bidder with CV's)

Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
JV - Member Name	<i>[insert full name]:</i>
NCB No. and title	<i>[insert NCB number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>

To indicate the details of the Manpower to be deployed for carrying out the assignment along with their CV's

Sl.no	Position	Experience in yrs	Details of Experience	CV Yes/no
1.	Site Supervisor	7 years	Should have Bachelor's degree in civil engineering and an experience of minimum of 10 years out of which at least 7 years' shall be in managing projects of similar nature. Personnel must have experience in executing dredging projects. The age of the personnel as on the date of bid submission shall not be more than 50 years;	MUST MEET REQUIREMENT YES – To be submitted at the time of Bid Submission.
2	Skilled Labour	3 years	Metric or higher with experience in similar works [H7]	
3	Details of the Sub- Contracting Agencies			

Resume of Proposed Personnel			
Form EXP – 6.7 & 6.8 Details of Deployment of Manpower ... contd...			
Position [#1]: [title of position from Form PER-1]			
Personnel information	Name:		Date of birth:
	Address:		E-mail:
	Professional qualifications:		
	Academic qualifications:		
	Language proficiency: [language and levels of speaking, reading and writing skills]		
	Address of employer:		
	Telephone:		Contact (manager / personnel officer):
	Fax:		
	Job title:		Years with present employer:
Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.			
Project	Role	Duration of involvement	Relevant experience
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]
Declaration			
<p><i>I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.</i></p> <p><i>I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:</i></p>			
Commitment		Details	
Commitment to duration of contract:		[insert period (start and end dates) for which this Key Personnel is available to work on this contract]	
Time commitment:		[insert the number of days/week/months/ that this Key Personnel will be engaged]	
<p>I understand that any misrepresentation or omission in this Form may:</p> <ul style="list-style-type: none"> (a) be taken into consideration during Bid evaluation; (b) my disqualification from participating in the Bid; (c) my dismissal from the contract. 			
Name of Key Personnel: [insert name] Signature: _____ Date: (day month year): _____		Countersignature of authorized representative of the Bidder: Signature: _____ Date: (day month year): _____	

Form EXP – 2.5 ... contd.

Details of Sub- Contractors

Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
NCB No. and title	<i>[insert NCB number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>

**To indicate the details of the Sub-Contractors likely to be engaged for this work
Please note.**

Change of agency after Bid Submission & Opening date shall not be allowed.

Sl.no	Name of the proposed Sub- Contractor	Years of Experience	Name of the Projects under taken as contractor or sub-contractor	Supporting Documents Order & experience copies
1				
2				
3				
4				
5				

Form CON – 3 ...
Environmental, Social, Health and Safety
Management Strategies and Implementation Plans
Performance Declaration - (ESHS-MSIP)

[The following table shall be filled in for the Bidder, and each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
NCB No. and title	<i>[insert NCB number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.2 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works and Services Requirements described in Section VI.

Environmental, Social, Health, and Safety Performance Declaration
in accordance with Section III, Qualification Criteria, and Requirements

- ☐ **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5.
- ☐ **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ESHS performance

Year	Contract Identification	
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>

Form EXP – 7**Code of Conduct****Environmental, Social, Health and Safety (ESHS)**

Bidder's Name	<i>[insert full name]</i>
Date:	<i>[insert day, month, year]</i>
Joint Venture Member Name	<i>[insert full name]:</i>
NCB No. and title	<i>[insert NCB number and title]</i>
Page...	<i>[insert page number] of [insert total number] pages</i>

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.2 (i) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works and Services Requirements described in Section VI.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Appendix to Technical Part

Form.....

(Name of the Project)

(Declaration regarding tax/duty exemption for materials/equipment bought for the work)

(Bidder's Name and Address)

To:
(Name of the Employer & address)

Dear Sir:

Re: [Name of Work].....

Certificate for Import/Procurement of Goods/Construction Equipment

Government Order/Circular Number under which tax/duty Exemption is being sought: ...

1. We confirm that we are solely responsible for obtaining tax/duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the Employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India's relevant Notifications.
3. The goods/construction equipment for which certificates are required are as under:

Items (modify the list suitably for each specific work)	Make/ Brand Name	Capacity [where applicable]	Quantity	Value	State whether it will be procured locally or imported [if so from which country]	Remarks regarding justification for the quantity and their usage in works.
Equipment						

4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction program and methodology as furnished by us along with the bid.
6. We confirm that the above goods and construction equipment will be exclusively used for the construction of the above work and the construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature) _____

Place: _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

[This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.]

*** Modify the above to suit the requirements given in Government of India's Notifications as current of date of bidding.**

Appendix to Technical Part

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Bid Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*¹² (hereinafter called "the Bidder") has submitted his Bid dated _____ *[date]* or will submit his Bid for the construction of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitations for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[name of Employer]* (hereinafter called "the Employer") in the sum of _____¹³ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, and if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date _____¹⁴ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address] **Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

¹²Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.

¹³The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

¹⁴45 days after the end of the validity period of the Bid.

Form of Bid-Securing Declaration- (Not Applicable)

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

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the entity that invited Bids for the period of time of 03 Years starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* *[insert complete name of person signing the Bid]*

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 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 to be attached with the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

Letter of Bid – Financial Part

To,	Date NCB No..... Invitation for Bid No..... Alternative No.:.....
-----	---

Subject :- Procurement of ADMEASUREMENT CONTRACTS 1. Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga).

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part

In submitting our Bid, we make the following additional declarations

- (a) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 18.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures];*
 -In case of multiple lots, total price of each lot *[insert the total price of each lot in words and figures];*
 -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];*
- (c) 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];*

Table – 1

Work for 1. Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga).

Quoted rates in Column (3) & (4) shall be inclusive of ESHS & exclusive of GST.

1	2	3	4	5		6
Item Description	Quantity	Quoted rate inclusive of 1% of Labour welfare cess Figures & Words		Amount Figures Words		GST %
	2	3	4	5=2X3		6
"Schedule-A Kolkata-Farakka (420km)"						
1.0 BANDALLING						
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4800 meter for each season and Qty. for 02 seasons	9600 Meter					
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	57600 Meter - Month					
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4800 meter for each season and Qty. for 02 seasons	9600 Meter					
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)						
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	220 Mark					

2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	5280 Mark-Month					
Total						
Schedule-B Kahalgaon-Sultanganj 66 Km stretch)						
1.0 BANDALLING						
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-2400 meter for 02 seasons	4800 Meter					
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	28800 Meter - Month					
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-2400 meter for 02 seasons	4800 Meter					
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)						
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	85 Mark					
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	2040 Mark - Month					
Total						
Schedule-C Barh-Digha (72 Km stretch)						
1.0 BANDALLING						
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter					
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	36000 Meter - Month					
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter					
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)						
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	100 Mark					
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	2400 Mark - Month					
Total						
Schedule-D Digha-Majhaua (90 Km stretch)						
1.0 BANDALLING						
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter					
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	36000 Meter - Month					
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter					
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)						
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	165 Mark					
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	3960 Mark - Month					
Total						
Schedule-E Majhaua-Ghazipur (128 Km stretch)						
1.0 BANDALLING						
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter					

Bandalling & Day Navigational Aids

1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	54000 Meter - Month					
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter					
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)						
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	180 Mark					
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	4320 Mark - Month					
Total						
Schedule-F Ghazipur-MMT Varanasi (143 Km stretch)						
1.0 BANDALLING						
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter					
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	54000 Meter - Month					
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter					
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)						
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	210 Mark					
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	5040 Mark - Month					
Total						

We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:¹⁵*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

Name _____ In the capacity of _____

Signed _____

Duly authorized¹⁶ to sign the bid for and on behalf of ¹⁷_____

Dated on _____ day of _____, _____

*: In the case of the Bid submitted by 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 to be attached with the Bid Schedules.

¹⁵ If none has been paid or is to be paid, indicate “none”.

¹⁶ Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

¹⁷ In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

Appendix to Financial Part

Bills of Quantities

The bid includes the following Bills of Quantities:

The rates quoted are Lump-sum prices including ESHS towards

Work for 1. Erection & Maintenance of Bandalling and Day Navigational Aids upto September-2023 on National Waterway-1 (River Ganga).

Preamble

- The Bill of Quantities for Year wise Lump-sum prices Including ESHS shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings.*
- This Bill of Quantities is the basis for payment of all payments to and from Employer's Country, set-up and site establishment.*
- Payment shall be made in accordance with compliance to the actual program schedule for mobilization/ demobilization, set-up and establishment.*
- The unit rates and prices bid in the priced Bill of Quantities shall, except in so far as is otherwise provided under the Contract, include all plant and equipment, transport and operation, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract and not provided for separately under details of Bill of Quantities. References to the relevant sections of the Contract documentation including the Technical Specifications shall be made before entering rates or prices against each item in the Bill of Quantities.*
- The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section in the Specifications.*

Quoted rates shall be inclusive of ESHS & exclusive GST

(& inclusive of 1% Labour welfare Cess and % age of GST considered shall to be indicated separately)

1. ERECTION & MAINTENANCE OF BANDALLING AND DAY NAVIGATIONAL AIDS UPTO SEPTEMBER-2023 ON NATIONAL WATERWAY-1 (RIVER GANGA).	Quantity
"Schedule-A Kolkata-Farakka (420km)"	
1.0 BANDALLING	
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4800 meter for each season and Qty. for 02 seasons	9600 Meter
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	57600 Meter - Month
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4800 meter for each season and Qty. for 02 seasons	9600 Meter
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)	
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	220 Mark
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	5280 Mark-Month
Schedule-B Kahalgaon-Sultanganj 66 Km stretch)	
1.0 BANDALLING	
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-2400 meter for 02 seasons	4800 Meter
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	28800 Meter - Month
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-2400 meter for 02 seasons	4800 Meter
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)	

Bandalling & Day Navigational Aids

2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	85 Mark
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	2040 Mark - Month
Schedule-C Barh-Digha (72 Km stretch)	
1.0 BANDALLING	
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	36000 Meter - Month
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)	
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	100 Mark
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	2400 Mark - Month
Schedule-D Digha-Majhaua (90 Km stretch)	
1.0 BANDALLING	
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	36000 Meter - Month
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000 Meter
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)	
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	165 Mark
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	3960 Mark - Month
Schedule-E Majhaua-Ghazipur (128 Km stretch)	
1.0 BANDALLING	
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	54000 Meter - Month
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)	
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	180 Mark
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	4320 Mark - Month
Schedule-F Ghazipur-MMT Varanasi (143 Km stretch)	
1.0 BANDALLING	
1.01 Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter
1.02 Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	54000 Meter - Month
1.03 Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000 Meter
2.0 DAY NAVIGATIONAL AIDS (LEAN SEASON)	
2.01 Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	210 Mark
2.02 Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	5040 Mark - Month

Note:

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 14.2 and GCC Clause 41.3)
2. Unit rates and prices shall be quoted by the bidder in Indian Rupees (refer: ITB Clause 14.1 and ITB Clause 15.1)
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern (refer: ITB Clause

36).[Note: delete this point if the e-procurement system automatically calculates the total from the unit rate and quantity]

4. Where there is a discrepancy between the rate in figures and words, the rates in words will govern (refer: ITB Clause 36).[Note: delete this point if the e-procurement system automatically populates the amount in words from the amount in figures]

Finance Bid: Bill of Quantity (for On-line Submission Schedule)

Validate

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Help

Item Rate BoQ

Tender Inviting Authority: Jal Marg Vikas Project, Inland Waterways Authority of India, Noida.

Name of Work: *Erection & Maintenance of Bandalling and Day Navigational upto September-2023 on National Waterway-1 (River Ganga).*

Contract No: IN-IWAI - -CW-RFB

Name of the Bidder / Firm /
Company:

PRICE SCHEDULE

(This BOQ template should not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	RATE inclusive of 1% Labour Welfare Cess Rs. P	AMOUNT Rs. P	GST %
1	2	3	4	5	6 =4X5	7
	"Schedule-A Kolkata-Farakka (420km)"					
1.0	BANDALLING					
1.01	Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4800 meter for each season and Qty. for 02 seasons	9600	Meter			
1.02	Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	57600	Meter - Month			
1.03	Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4800 meter for each season and Qty. for 02 seasons	9600	Meter			
2.0	DAY NAVIGATIONAL AIDS (LEAN SEASON)					
2.01	Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	220	Mark			
2.02	Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	5280	Mark-Month			
	Total of Schedule A					
	Schedule-B Kahalgaon-Sultanganj 66 Km stretch)					
1.0	BANDALLING					
1.01	Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-2400 meter for 02 seasons	4800	Meter			
1.02	Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	28800	Meter - Month			

1.03	Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-2400 meter for 02 seasons	4800	Meter			
2.0	DAY NAVIGATIONAL AIDS (LEAN SEASON)					
2.01	Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	85	Mark			
2.02	Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	2040	Mark - Month			
	Total of Schedule B					
	Schedule-C Barh-Digha (72 Km stretch)					
1.0	BANDALLING					
1.01	Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000	Meter			
1.02	Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	36000	Meter - Month			
1.03	Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000	Meter			
2.0	DAY NAVIGATIONAL AIDS (LEAN SEASON)					
2.01	Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	100	Mark			
2.02	Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	2400	Mark - Month			
	Total of Schedule C					
	Schedule-D Digha-Majhaua (90 Km stretch)					
1.0	BANDALLING					
1.01	Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000	Meter			
1.02	Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	36000	Meter - Month			
1.03	Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-3000 meter for 02 seasons	6000	Meter			
2.0	DAY NAVIGATIONAL AIDS (LEAN SEASON)					
2.01	Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	165	Mark			
2.02	Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	3960	Mark - Month			
	Total of Schedule D					
	Schedule-E Majhaua-Ghazipur (128 Km stretch)					

Bandalling & Day Navigational Aids

1.0	BANDALLING					
1.01	Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000	Meter			
1.02	Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	54000	Meter - Month			
1.03	Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000	Meter			
2.0	DAY NAVIGATIONAL AIDS (LEAN SEASON)					
2.01	Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	180	Mark			
2.02	Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	4320	Mark - Month			
	Total of Schedule - E					
	Schedule-F Ghazipur-MMT Varanasi (143 Km stretch)					
1.0	BANDALLING					
1.01	Initial erection of Bandal including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000	Meter			
1.02	Regular maintenance of bandalling including labour, materials, tools & plants and directions of EIC considering an avg. 06 months maintenance in each year for 02 seasons	54000	Meter - Month			
1.03	Re-erection of bandals using salvaged material obtained from erected and/ or remaining fresh material including labour, materials, tools and plants and directions of EIC-4500 meter for 02 seasons	9000	Meter			
2.0	DAY NAVIGATIONAL AIDS (LEAN SEASON)					
2.01	Erection of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC	210	Mark			
2.02	Maintenance of right hand / left hand marks / snag / channel closing mark as per specification, drawing and direction of EIC for 24 months	5040	Mark - Month			
	Total of Schedule - F					
Total in Figures						
Quoted Rate in Words		INROnly				

Appendix to Financial Part: Schedules Form SC- Sub Contracting

SCHEDULE OF SUBCONTRACTORS

Item	Element of work	Approximate value of sub-contract	% of bid price	Name and address of sub-contractor	Qualification and experience of sub-contractor on similar works of the elements executed

The Bidder shall enter in this schedule a list of the major sections and appropriate value of the work for which he proposes to use subcontractors *[for those costing more than 10% of the bid price for each element]*, together with the names, addresses and experiences of the proposed subcontractors.

The capability of the sub-contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

(Work should not be split into small parts and sub-contracted; but, sub-contracting specialized elements of works is acceptable).

Appendix to Financial Part

Appendix to Bid

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
NA L	Nonadjustable	—	—	—	A: <u>0.222*</u>
L	Labour – All India Consumer Price Index (CPI) for industrial workers	Labour Bureau Ministry of Labour & Employment Government of India	CPI month preceding the bid submission date		B: <u>0.35 to 0.272</u>
F	High Speed Diesel – All India Wholesale Price Index (WPI)	Office of the Economic Advisor to the Govt of India Ministry of Commerce and Industry	WPI of month preceding the bid submission date.		C : <u>0.428 to 0.526</u>
Total					1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage (say around 15%), B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Section V - Eligible Countries

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

1. In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7 (a) and 5.1 : *None*

Under ITB 4.7 (b) and 5.1 : *None*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

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.¹⁸ 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;¹⁹
 - (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;²⁰
 - (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;²¹
 - (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;²²
 - (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 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.

¹⁸In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁹ 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.

²⁰ 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.

²¹ 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.

²² For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

-
- (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 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, 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,²³ 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 nominated²⁴;
 - (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."

²³ 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.

²⁴ 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 – Works' Requirements

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

1.0 OBJECTIVE AND AREA OF WORK

1. The Objective of the work is to maintain a navigable channel with the help of bandalling and indicate navigable channel by erecting Navigational Aids in the respective stretch of National Waterway-1 (river Ganga)
2. National Waterway-1 The Ganga - Bhagirathi - Hooghly river system between Haldia (Sagar) and Allahabad (1620 km) was declared as National Waterway-1 in 1986 and IWAI undertaking the work for development and maintenance of the waterway to improve its navigability for shipping & navigation and to make commercially viable. The river carries floods during monsoon month June/ July - September/ October when water hugs both high banks. The lean season in river Ganga extends from month of October to May. There is considerable difference between flood and lean season discharges, velocity and water level. The average water level difference is about 10 m and the current/ velocity in the river ranges from 0.5 to 4 meter/second. However, the current during the lean season seldom exceeds 1.5 meter/second. The bed material along the waterway comprises silt to sand. During lean season many channels are formed of which main channel is to be maintained. In order to maintain desired Least Available Depth (LAD) 3.0 m depth in Tribeni - Barh, 2.5 m depth in Barh – Ghazipur, and 2.2m depth in Ghazipur – MMT Varanasi with 45 m wide channel since the navigable channel is available more than 45 meter except shoal area. However, 30 meter width maintained at shoals area by temporary river conservancy works viz: bandalling and maintenance dredging etc. The present tender is invited for Erection & Maintenance of Bandalling and Navigational Aids upto September-2023 on National Waterway-1 (River Ganga). Tenderers are advised to visit and make their own assessment for execution of the works. No claim due to this information shall be entertained.
3. Considering river morphology and for smooth monitoring, the Waterway is divided into following stretches:

Sl. No.	Stretch	Distance (in river KM)
1.	Kolkata - Farakka	420
2.	Kahalgaoon - Sultanganj	66
3.	Barh - Digba	72
4.	Digba- Majhaua	90
5.	Majhaua - Ghazipur	128
6.	Ghazipur - MMT Varanasi	143

2. TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS

2.1 Bandalling

2.1.1 Bandals are to be erected at shoal sites of an average length of about 300 m to increase the depth of main channel for the purpose of navigation or to maintain desired depth in dredged channel. The contract comprises of erection, supervision, safe keeping, re-erection and maintenance of bandals and other allied works complete with all labour, materials, boats, temporary and permanent works, taxes, levies, duties etc. as specified in the contract.

2.1.2 Bandals are to be fabricated using new bamboos, mats and coir string. Length of each unit of bandal is normally about 30 m/ 15 m and size of screen is 1.2 m x 0.9 m. These bandals are to be placed at 30 degree to 35 degree angle to the direction of current by driving bamboo poles. The bamboo mats are to be placed in such a way that only 10 cm. is above the water level and rest

inside the water. It is required to be maintained at appropriate level by lowering/ raising the mats depending on the change in water level. Bandal needs to be erected according to Figure given in Annexure 3. In A type bandal the 90 cm side of the mat will be in vertical position (i.e. 80 cm. inside water and 10 cm. above) and in B type bandal 120 cm. side is in vertical position.

New harauti / Jati / heavy duty bamboo of 18-23 cm circumference at 45 cm from the bottom and 7 to 7.5 m long shall be used for horizontal, vertical and side support. The vertical bamboo pins are to be driven in proper line with average spacing of 65 cm as per drawings enclosed. The number of bamboos required for 15 m length/30 m length are as under:

For 15 m – 40 Nos.

For 30 m – 80 Nos.

New 2 bamboo mats of size 1.2 m x 0.9 m made of minimum 1 mm thick and minimum 1.5 to 2 cm. wide bamboo strips closely woven, tied together with the help of bamboo strips and coir string are to be fixed on vertical bamboo pins of bandal to act as screen as per drawing and direction of EIC. The no. of mats & quantity of thick and thin coir string required during erection of 15 m and 30 m length of bandals will be as under:

For 30 m

Bamboo mats - 56 nos. Coir string (thick)- 10 kgs. Coir string (thin)- 5 kgs.

For 15m

Bamboo mats - 28 nos.

Coir string (thick)- 5 kgs.

Coir string (thin)- 2.5 kgs.

Contractors are required to erect the bandal of specified length at the sites as decided jointly by the representative of E.I.C and Contractor during the pre bandal Survey.

Erected / re-erected bandals are to be maintained normally till 31st May of every year in NW- 1 in the following way as per the direction of the representative of Authority. However the above date could be advanced or extended depending upon the requirements as per the discretion of the E.I.C.

The contractor must maintain satisfactorily, entire length of bandal ordered and erected at each site during the period of contract. If during any period, at any site it is found that less than 80% length of bandal is maintained, no payment for maintenance for that site shall be made for the period during which less than 80% bandal was maintained. If the length is satisfactorily maintained between 80% and 100% at a site the payment shall be made for the actual length maintained during that month.

Mats of bandals are to be lowered / raised according to fall / rise of water level respectively.

After certain period sand chur may appear behind one or more length of bandal at one end of alignment of bandal in that case such one or more units of bandal may require to be removed and/ or re-erected at other alignment.

The depth during inspections will be jointly recorded by IWAI's Hyd. Surveyor, Technical Officer, Contractor and master of Survey / inspection vessel/ launch.

During maintenance period, materials of bandal (e.g. bamboo, bamboo mats, coir strings) shall be changed due to decay of material only. The decay of materials of bandals shall be ascertained by the representative of the Authority. Contractor is required to replace the material immediately after getting the replacement order from the representative of the Authority.

Such anticipated amount of materials (e.g. bamboo, bamboo mats, coir string) shall have to be stored at each bandal site so that during maintenance materials may be replaced without any loss

of time. Replacement of decayed mats shall be completed within six days of written order for each 300 mts. length of bandal. If the length of bandal for which order for replacement of mats is given, is more than or less than 300 mtr. the number of days in which the replacement shall be completed, shall be proportionately calculated and rounded off to the nearest whole number of days. For example replacement of mats for 360 m length of bandal shall be completed within 7 days and that of 240 m in 5 days. If the replacement of mats is not completed within specified time as given above, no payment for maintenance shall be made from the date of written order for replacement of mats till the completion of satisfactory replacement of mats. Removal of decayed mats and replacement by new mats shall be done simultaneously so that no part of bandal is kept without mats at any time.

Sometimes it is observed that the required depth of main channel is achieved at any shoal by erecting bandals after a period of time and continuing the bandals is no longer considered necessary. In that case the erected bandals shall be removed by the contractor as per written instruction of the authority.

As per the direction of the E.I.C. or representative of E.I.C. re-erection of bandal at new places shall be done by the contractor with the help of salvaged materials obtained from the removed bandal and by using other fresh materials e.g. bamboo, bamboo mats and coir string whatsoever may be found damaged in the process of re-erection.

Materials for initial erection and re-erection of bandal i.e. bamboo, bamboo mats, coir string and other tools and plants as may be required shall be arranged at different sites by the contractor.

Adequate number of boats shall be arranged by the contractor for erection and maintenance of the bandals at each site.

One no. of experienced bandal Sardar and adequate number of labours which will be required for erection and one no. of Sardar and adequate number (minimum 05 no of labours) for maintenance of bandal at each site are to be arranged by the contractor.

Contractor may use power boats/ launches for timely erection and proper maintenance of bandal. Bio-data / experience of the expert in bandalling work shall be submitted along with tender papers/ bid document.

Contractor shall intimate in writing the erection of bandal immediately after completion (within two days) to enable E.I.C. for arranging for the inspection of the same. The E.I.C. or his representative will inspect the site immediately and file a certificate within 8 days after intimation about the completion of that particular bandal. If due to unavoidable reason the site cannot be inspected by river, the E.I.C. or his representative shall reach the nearest spot by Road and the contractor shall arrange for transport by river by suitable vessel / boat to the site from this nearest spot (if the distance is very much far say more than 5 km. fast moving craft shall be arranged by the contractor at his own cost).

The contractor before submitting the tender/ bid document may thoroughly acquaint himself with the proposed work and all rates quoted are to be final rates inclusive of cost of materials, labours, carriage of materials, arranging of boats etc. at the site for initial erection, shifting and maintenance of bandal.

Erection of Bandals at site.

Order for start of erection of bandal at various sites shall be given after the hydrographic survey and fixation of alignment of bandal as decided jointly by the representative of E.I.C. and Contractor. In case detail pre-bandal survey could not be carried out due to any reason, detail hand drawn sketch shall be prepared as required for commencement of work. However, in order to start erection of bandals at the earliest date the order for mobilization of men and materials for erection shall be given prior to the finalization of alignment of bandal to enable contractor to organize men

and materials in advance. Inputs of Bandal Sardar of the contractor shall also be taken while finalizing the bandal alignment. No extra claim shall be entertained in this regard. The contractor should set out the alignment of the works as specified by the representative of E.I.C. and Contractor.

The completion period for erection of each 300 mtrs. bandals is ten (10) days from the date of alignment / order of intimation to the contractor by the E.I.C. or his representative. After completion of the erection the contractor shall inform about the same along with the erection report in the Performa – I. On submission of the erection report in Performa – I and after detailed measurements as per relevant clauses of the tender/ bid document and observing the stability of bandals for a period of 10 days, payment of erection shall be released. During detailed measurement following measurements shall be undertaken:

Correctness of alignment of bandal

Number and dimensions of bamboo/ bamboo's sets of bandal

Over all dimensions of mat will only be measured i.e. bandal length covered with the mats will only be measured (dimensions of individual mats will not be measured) to verify the dimensions of 15 m x 0.9 m or 15 m x 1.2m or 30 m x 0.9 m or 30 m x 1.2 m.

In case variation in measurement is upto –5% contractor will be allowed 3 days for rectification. The maintenance period shall start from the next date of completion but claim for the maintenance charges shall be entertained only after ascertaining the stability of bandal up to 10 days or more after date of completion of erection.

90% payment for erection shall be made only after the full completion of bandal at each location. The balance 10% cost of erection shall be paid after satisfactorily maintenance of erected/re-erected along with final bills. The completion date of bandal is the date on which the assigned length of bandal is completely erected at a particular location.

The above conditions shall hold good for the payment of re-erection of bandals also.

Monthly maintenance charges shall be paid after completion of one month of maintenance work from the date of commencement and certification by the representative of EIC.

For facilitating the programme of inspection by IWAI and also to reduce complications in submitting the maintenance bills it is suggested that contractor should submit first maintenance bill for part month so that the rest of the bills are for one full calendar month.

The bandal materials shall be dismantled and removed by the contractor at his own cost after maintenance period. The salvage value for the materials shall be taken into account by the contractor while quoting the rates for these items.

In case the depth of main channel is achieved, the erected bandal is required to be removed by the contractor at his own cost as per the written instructions of the E.I.C or representative of EIC.

In the case mentioned in the previous item the contractor shall re-erect the bandal at new place with the help of salvaged material obtained from the removed bandal and by using other materials whatsoever needed at his own cost as per the direction of E.I.C or representative of EIC. The re-erection site specified for the bandals shall be within a distance of 10 km d/s and 5 km u/s from existing location.

Any damage caused to the erected/ re-erected bandals during the entire period of erection/re-erection and maintenance shall be responsibility of the contractor which shall be rectified by the contractor at his own cost.

The contractor shall make his own arrangements for protecting the works during the course of erection and maintenance. During the process of work the contractor shall provide such precautionary and protective works at his own cost to protect the work from the rough weather,

swell and the contractor shall be solely responsible for any damage which may occur due to contractor not taking necessary protective steps.

Theft of materials of total bandal length or part thereof shall be responsibility of contractor and contractor shall make good it immediately by replacing the materials at his own cost. On request of the contractor, IWAI may consider / facilitate to provide police protection at certain locations.

Providing police protection does not relieve the contractor in any way from fulfilling the contractual obligations.

Washing away of total bandal length or part thereof or materials of total bandal length or part thereof shall be the responsibility of contractor. Contractor shall make good it immediately by replacing the materials at his own cost.

The re-erection of the bandal at different sites shall be completed within 10 days from the date of alignment at new location and also placement of the written order of previous bandal.

In case the contractor fails to maintain the erected / re-erected bandal according to specification terms and conditions and direction given by the representative of E.I.C. while inspection or / from time to time, E.I.C. shall be free to cancel the entire or part maintenance works as the case may be and the security amount deposited for the maintenance part of the cancelled work shall be forfeited. In addition, the E.I.C. reserves the right to maintain that erected/re-erected bandals for the entire stipulated period through other agencies. In such an event the contractor shall be allowed to remove the material used in the initial erection/re-erection of bandals only after completion of the stipulated maintenance period.

The contractor shall forthwith dispatch, raise and remove any plant (floating or otherwise) belonging to him or to any person employed by him which may be sunk in the course of execution and completion of the works or otherwise deal with the same as the E.I.C. and the representative may direct, until the same shall be raised and removed, the contractor shall display at night search lights and do all such things for the safe navigation as may be required by the department. In the event of the contractor not carrying out the obligations imposed upon him by this clause, the E.I.C. shall raise and remove the same (without prejudice to the right of the department to hold the contractor liable) and the contractor shall pay to the department all costs incurred in connection therewith. The fact that sunken vessel, craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise and remove the same.

The progress of the work at each stage shall be subjected to the approval of the E.I.C. whose decision as to the rate of progress at each stage shall be final and binding on the contractor. The E.I.C. reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

The materials used on the work must be of first class variety corresponding to relevant BIS and other specifications laid in the contract. The work must be carried out in a workman like and expeditious manner and the quantity of work at each stage shall be subject to the approval of the E.I.C. The E.I.C. decision as to the quality of such materials and work shall be final and binding on the contractor.

The contractor shall maintain at each site or work (whether one side or many sites) one Inspection Register which must be produced by the contractor or his agent whenever called upon to do so by the EIC or his representative during their inspection of the work. If the rectification ordered to be done are not carried out within a time specified, the EIC shall have the right to get the same done through a third party and recover the expenditure incurred in the same from the any payment due to the contractor or the security deposit. This inspection register shall be the duplicate copying

type so that one copy of the entries gets recorded in the EIC's office. The contractor shall not make any entry of any kind in this register.

Bandals shall be erected / re-erected at the specified sites as per instructions of the EIC or his representative and drawing. The location of bandal sites shall be specified at the time of giving the work order (please see item no. 2 also). In case of wrong erection during initial erection or re-erection the same shall have to be rectified if necessary by re-erection by the contractor at his own cost.

The bandals in the stretch shall be inspected at least twice in a month for close monitoring and the contractor shall facilitate such inspection duly deploying a representative along with the inspection team.

The contractor shall get the payment for monthly maintenance based upon the certification about maintenance according to the specifications.

If the contractor fails to maintain the bandals as per specifications and requirements specified by EIC in a particular 15 days period during inspection, the maintenance charges for 15 days shall be rejected by the EIC and for the further period will be considered only after up keeping of the bandals intact according to the specification.

However, for the maintenance of the initial month and the last month shall be considered with a partial maintenance during the calendar month based on the actual number of days against the month.

The contractor shall submit the rate analysis for the work/sub item in case the Department/ employer requires for the same during a negotiation and award.

Navigational Aids

The contract comprises erection, supervision, safe keeping, re - erection and maintenance of the channel marks (Left hand / Right hand/ Snag & Channel closing marks) made of bamboo and other allied materials/ works and the provision of all labour, materials, mechanized boats, temporary works and everything whether of a temporary or permanent nature required for completion and maintenance so far as the necessity for providing the same as specified in or reasonably to be inferred from the contract.

For marking the channel, material used shall be bamboos, bamboo strips, bamboo mats, coir string, straw, lime, etc., the materials and other tools and plants as may be required are to be arranged at different beats at contractor's own cost as specified.

Marks shall have to be erected at suitable places as per the requirement, instructions of E.I.C. or his representative and also as per Annexure - V herewith.

The contractor shall at his risk and cost, make all arrangements for locating the navigable channels, sand churs, snags, etc., by means of regular soundings along the river and change the position of the marks to indicate the navigable channel for the vessels operating in that stretch.

The contractor has to furnish free of charge a weekly report on the water depths available at different shoals formed in the stretch as mentioned in the contract. The report must reach the office of the EIC within the last working day of every week. The contractor should employ sufficient number of experienced technical staff to the satisfaction of EIC who is conversant with the river conservancy works in such rivers to carry out the work.

The stretch is divided into different beats in consultation with E.I.C. The contractor shall be indicated about the span of every beat and the marks to be erected and maintained therein by a detailed list before commencement of work.

All the marks termed as right hand marks, left hand marks, channel closing marks and snags (for lean season) and right hand transit mark and left hand transit mark (for flood season) are of variable nature and this can be determined only after conducting the survey in the field.

However, the total no. of marks shall not exceed the number indicated in the contract. In case of additional requirement of marks the contractor shall intimate the E.I.C. in writing about the same and obtain written orders before taking up erection of additional marks in order to be eligible for claiming additional cost.

The contractor shall be liable to bear the expenditure of all manpower, material and equipment required for the work at his cost. He must, therefore, have thorough knowledge about the work prior to submission of his rates. No extra claim in this regard shall be entertained once the contract has been awarded. The marks after initial erection shall be maintained upto September, 2023 but change/ relocate as per the requirement depending upon water level / fluctuation for lean season and flood season as per direction of EIC. However, the maintenance period can be extended or curtailed at the discretion of EIC as per the requirement. The material used for channel marking erection and thereafter shall have to be removed by the contractor at his risk & cost.

The Contractor shall ensure provision of boats, manjhies & dandies (skilled labours for particular works) in their specified respective beat/ reach so as to maintain the required number of marks as stipulated in special and technical condition of contract.

Contractor shall intimate in writing the initial erection of marks immediately after completion within two days to enable EIC for arranging for the inspection of the same. The EIC or his representative shall inspect immediately and file a certificate accordingly within 8 days.

The completion period for initial erection of entire marks is 20 days, inclusive of the mobilization period of 5 days from the date of written order of intimation to the contractor by the EIC or his representative. The marks so erected shall be inspected immediately on receipt of intimation about completion of erection of the channel mark in the particular beat/ reach/ stretch.

Full payment for erection of marks shall be done only after verification of stability of marks after 10 days from the date of completion of erection of marks provided the number of marks found are $\geq 100\%$ of the number specified for the beat. In case if the number of channel marks are less than that specified; the contractor shall immediately set right the same and inform the EIC for same. The payment shall be released only after EIC or his authorized representative inspect and certify that the number of channel marks erected are \geq the number of channel marks specified. 90% of the cost of erection shall be released on completion and balance 10% shall be payable along with final bill after satisfactory maintenance of channel marks during the contract period. The maintenance shall start immediately after the date of erection. Payment for erection shall be made only after the full completion of marks in all the beats. Maintenance of the marks shall be paid after verification of successful maintenance of the marks for every month. The contractor or his authorized representative shall have to accompany the officer in-charge during every inspection days. In case the contractor fails to attend the inspection trip he shall be liable to accept the measurement recorded during the inspection.

Channel marks erected / maintained in wrong position or without purpose shall not be considered for payment.

In case the contractor fails to maintain the erected / re-erected marks according to the specification and direction given by the EIC / his representatives from time to time, E.I.C. shall be free to cancel the entire or part maintenance works as the case may be and security amount deposited for the beat/ reach shall be forfeited. In addition the EIC reserves the right to maintain that erected / re-erected marks for the entire stipulated period through other agencies. In such an event the contractor shall be allowed to remove the material used in the initial erection / re-erection of marks

only after completion of the stipulated maintenance period.

The contractor shall forthwith dispatch, raise and remove any plant (floating or otherwise) belonging to him or to any person employed by him which may be sunk in the course of execution and completion of the works or otherwise deal with the same as the EIC and the representative may direct until the same shall be raised and removed, the contractor shall set all such things for the safety of navigation as may be required by the Department. In the event of the contractor not carrying out the obligations imposed upon him by this clause, the EIC shall raise and remove the same (without prejudice to the right of the department to hold contractor liable) and the contractor shall pay to the department all costs incurred in connection therewith.

The fact that sunken vessel, craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise and remove the same.

Payment against each beat shall be done after inspection and verification by the E.I.C. or his representative on completion of the erection / maintenance work, in entire stretch. The EIC or his representative shall inspect the above marks and shall file a certificate in writing showing the work done by the contractor in the stretch.

Bamboo Harauti / jati / heavy duty of 18 to 23 cm circumference at 45 cm (1'-6") from the bottom about 7 to 7.5 mtrs. long are required for marking the channel and may be erected adequately. The marks shall be driven properly up to at least (one) 1 meter below the ground level.

Submerged sand churs, submerged banks and other possible navigational obstructions shall be duly marked properly.

The navigable channel shall be at least 45 m wide (30 m wide at shoals) marked with desired depth in lean season. Marks shall be erected to indicate navigable channel after taking measurement/ checking across the river particularly shallow depth area by marked bamboo poles.

Beginning and end of a channel through sand churs shall be prominently marked using bamboo poles with bamboo mats reinforced with bamboo strips for being located. These shall also be painted with lime etc.

The reference of marking shall be commenced from upstream of the river and marks shall be put up on the right hand side of the channel or the left hand side of channel as given in Annexure - V.

Navigational channel in the crossing from one bank to another shall be marked with transit marks ensuring desired depth.

Where straight reach is available, marking shall be placed at longer distance but shall be visible from first mark to next.

For marking the main channel passing through the shoal / churs the marks shall be erected in close to the main navigational channel.

All snags shall be marked with proper care. It is experienced that during the flood a number of trees, trunks & other permanent structures which are uprooted in the U/S of the river, flows down & get strangles at marking places even some time in the main channel. For safety of navigation, these obstructions known as snags should be detected first & marks properly. For this special marks (as mid water snag marks, left & right hand snag marks) are being used which may be seen in Annexure - V. If they are deep in water lying on river bed but allowing sufficient navigation depth in lean period then marking is done by a navigation buoy made of a sealed 15 liter empty oil tin painted red, tied with a wire rope & sunk by a sinker arrangement.

The materials used on the work shall be of good quality conforming to the specifications laid in the contract. The work shall be carried out in a workman like and expeditious manner and the quality of work at each stage shall be subject to the approval of the EIC. The EIC's decision as to the quality of such materials and work shall be final and binding on the contractor.

The contractor shall bear full responsibility for the intimation to the EIC forthwith of any accident and take all necessary action required under relevant Acts and Rules, Marine Rules etc., as the case may be. The contractor shall also report such accidents to the Competent Authority wherever such reports are required under rules. The EIC or his representative must however, be informed immediately in the event of any marine accident. The contractor should also bear full responsibility for all accident, damages or injury caused to any of the IWAI's employees, cause of which is established as due to contractor's carelessness or negligence.

It has been proposed that the entire stretch shall be inspected at least twice in a month for close monitoring and the contractor shall facilitate such inspection duly deploying representative along with the E.I.C or inspection team.

It must be noted that in each beat at least 80% marks should be available during each inspection in a month.

In case the contractor fails to maintain the navigational marks according to specification and directive given by the representative of the Engineer-in-charge from time to time, the Engineer-in-charge shall be free to cancel the entire or / part of the maintenance as the case may be.

The payment of monthly channel marking maintenance shall be as follows:-

The payment of monthly maintenance shall be as follows:-

- i) If during a month the marks seen in all the two inspections are 80% or above in the specified beat, erection / maintenance is payable for the full month for the marks actually seen in the beat limited to the least number observed during two inspections.
- ii) If during a month the marks seen in one inspection is 80% or above but observed less than 80% in the 2nd inspection, the maintenance is payable for 15 days only.
- iii) No monthly maintenance shall be payable for the full month if the marks seen are less than 50% in any inspection during a month.

However, the maintenance for the initial month and the last month shall be considered with a partial maintenance during the calendar month, based on the number of days of maintenance against the month.

The contractor shall submit the rate analysis for the work / sub items in case the department enquires for the same during negotiation and award.

BANDAL ERECTION REPORT

1. Name of Contractor
2. Bandal Location
(Enclose alignment of bandal as furnished by EIC and alignment as executed on detailed survey chart/ hand sketch)
3. Date of award of work
4. Date of giving of alignment of bandal
5. Date of start of work
6. Date of completion of work
7. Declaration of material used
 - a. No. of mats of size 1.2 m x 0.9 m with thickness \geq specified =
 - b. No. of mats of size 0.9 m x 1.2 m with thickness \geq specified =
 - c. Vertical pins used
(furnish the minimum dimensions in the lot of bamboos used)

Number	=	
Diameter	\geq	cm
Circumference at 45cm from bottom	\geq	cm
Length	\geq	m
 - d. Inclined pins used
(furnish the minimum dimensions in the lot of bamboos used)

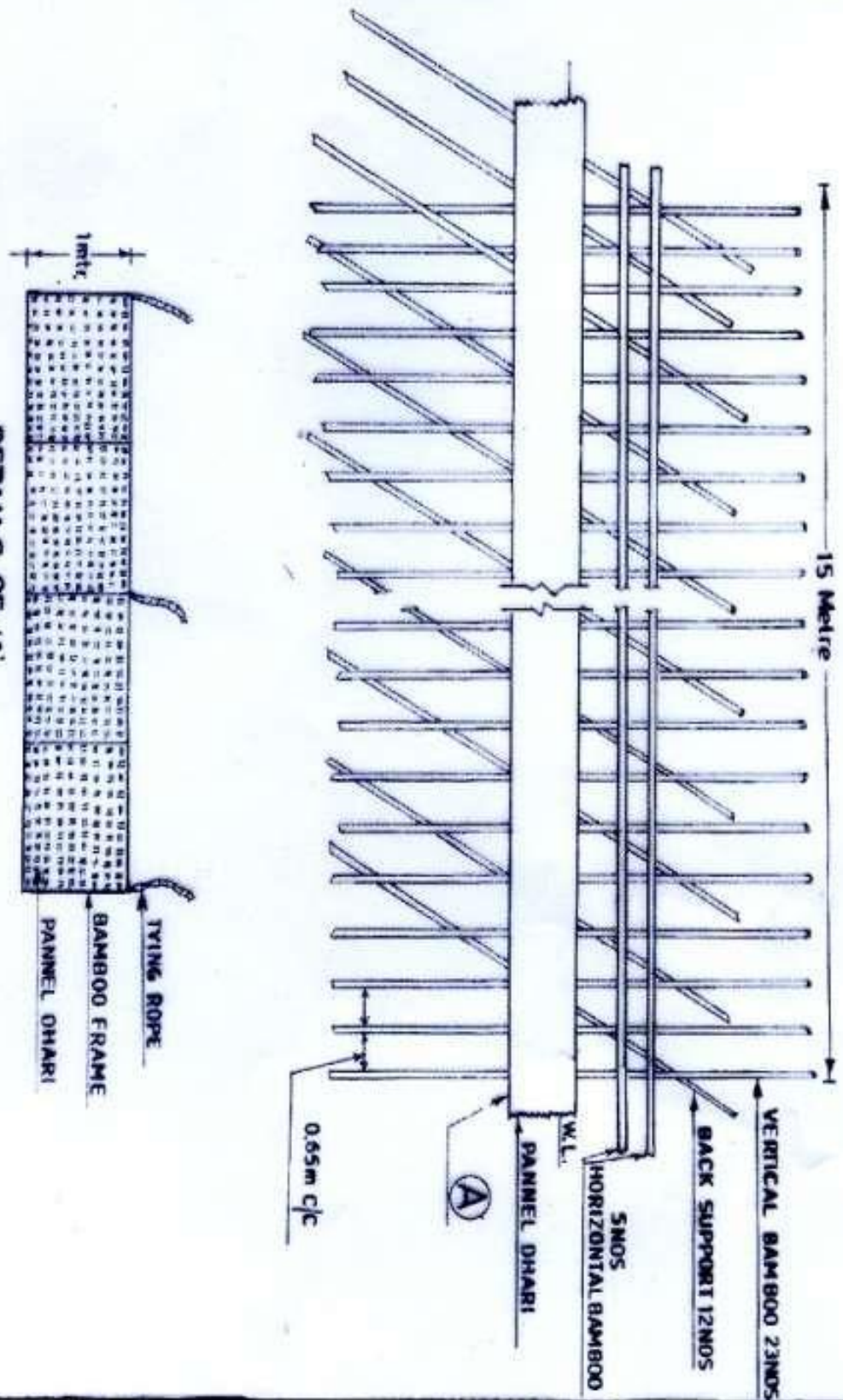
Number	=	
Diameter	\geq	cm
Circumference at 45cm from bottom	\geq	cm
Length	\geq	m
 - e. Horizontal bamboo used
(furnish the minimum dimensions in the lot of bamboos used)

Number	=	
Diameter	\geq	cm
Circumference at 45cm from bottom	\geq	cm
Length	\geq	m
 - f. Declaration
I solemnly declare that the details furnished above are correct and if any information is found incorrect at the time of inspection, the EIC may reject part or whole of such works and may recover the payment made by IWAI on such account.

(Signature of the Contractor)
Name

ANNEXURE – IV (a)

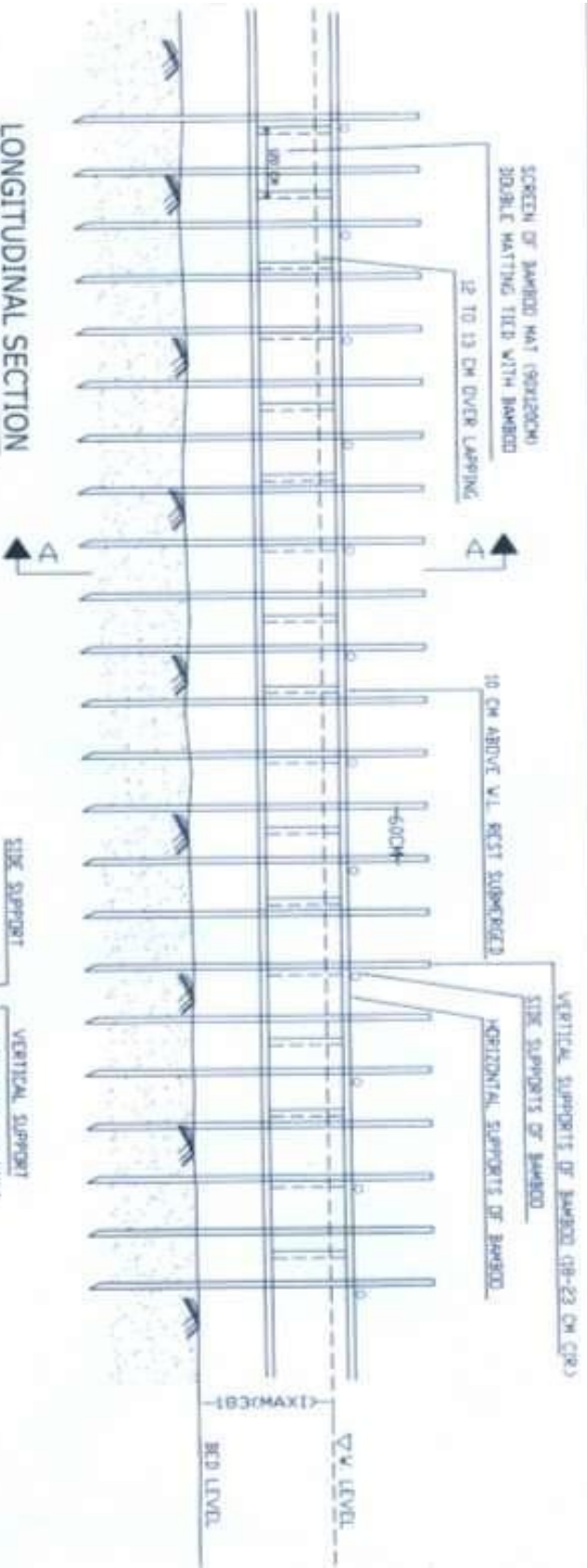
BAMBOO MAT BANDALLING



INLAND WATERWAYS AUTHORITY OF INDIA

ANNEXURE -IV (b)

(Jati/Harauti bamboo May be used in NW-1)

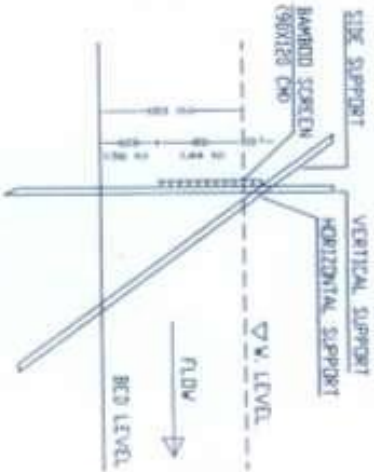


LONGITUDINAL SECTION

SCALE :- 1:100

NOTES:-

1. JATI BAMBOO PINS 18-23CM CIR. 45CM FROM BOTTOM BAMBOO MATS 90X120CM MADE OF MIN. 10MM THICK AND 1.5-2.0CM WIDE BAMBOO STRIPS CLOSELY WOVEN
2. REQUIREMENT OF BAMBOOS FOR 15M BANDAL
BAMBOO PINS (VERTICAL) 23 NOS.
BAMBOO SIDE SUPPORT 12 NOS.
BAMBOO (HORIZONTAL) 5 NOS.
TOTAL = 40 NOS. BAMBOOS
3. REQUIREMENT OF BAMBOO MATS (90X120CM) = 28 NOS. (FOR 15M BANDAL)
4. ALL DIMENSIONS ARE IN CM



SECTION AT A-A

SCALE :- 1:100

GENERAL ARRANGEMENT OF BANDAL (TYPE-A)

DRG NO 1WA1/GHY/3

INLAND WATERWAYS AUTHORITY OF INDIA

5th FLOOR P. SANGHVI ART BUILDING, CHATRAKULI ARI CL. WARIATI

DRAWN BY


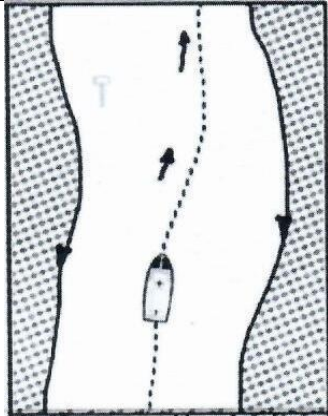
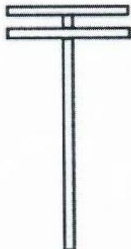
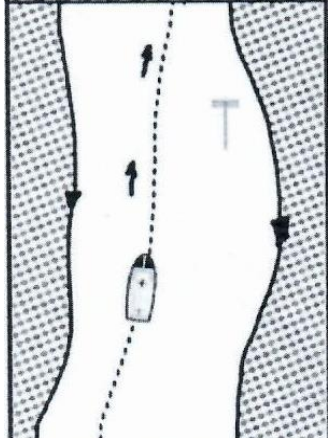

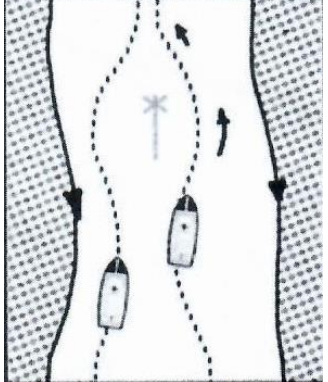

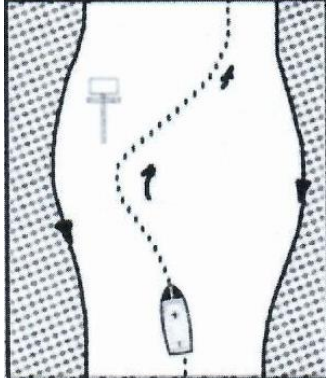
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APPROVED BY

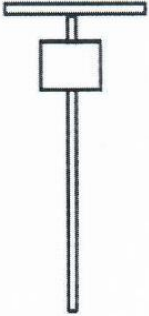
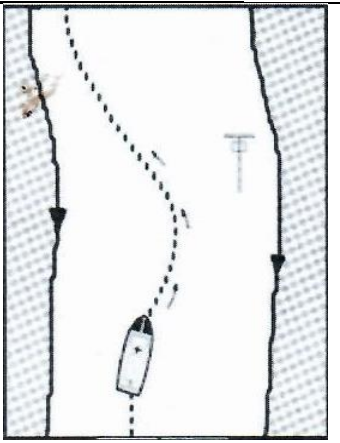

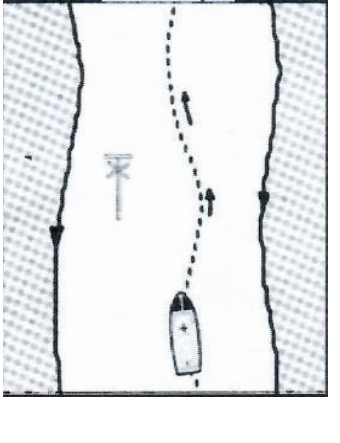

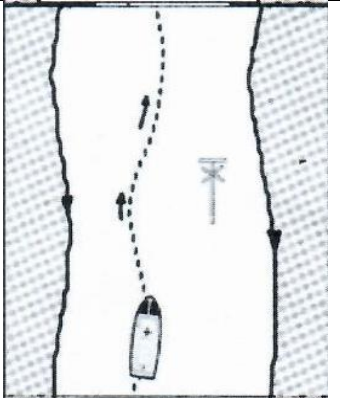
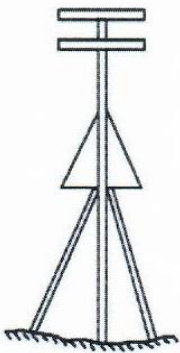
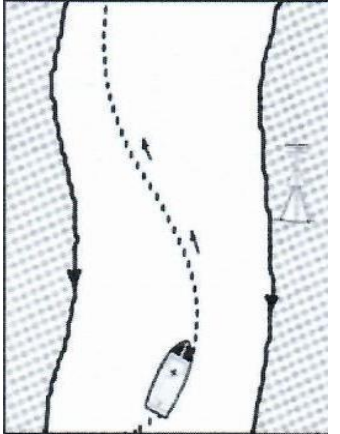
ANNEXURE - V

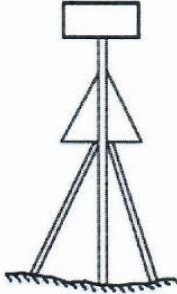
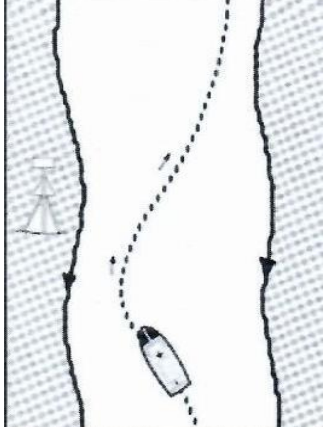
SIGNS AND SIGNALS FOR CONSERVANCY AND NAVIGATIONAL AIDS MARKING OF THE WATERWAY

The different MARKING OF THE RIVER ROUTE WATERWAYS
Shall be defined as follows:-

RIGHT HAND MARK (MUNDA MARKA)		Leave me on left while going upstream	
LEFT HAND MARK (HATH MARKA)		Leave me on right while going upstream	
CLOSED MARK (CROSS MARKA)		"DANGER" don't come to me.	
RIGHT-LEFT MARK (MUNDA HATH MARKA)		Come towards keeping me on left and turn right while going upstream.	

Bandalling & Day Navigational Aids

<p>LEFT- MARK (HATH MARKA)</p> <p>RIGHT MUNDA</p>		<p>Come towards me keeping me on right and turn left while going upstream.</p>	
<p>RIGHT- MARK (MUNDA MARKA)</p> <p>SNAG CROSS</p> <p>UNDER WATER SNAG</p>		<p>Main channel Danger point, both side channel.</p>	
<p>LEFT- MARK (HATH MARKA)</p> <p>SNAG CROSS</p>		<p>Go by distance while going upstream and leave me on the right.</p>	
<p>LEFT- MARK (HATH MARKA)</p> <p>TRANSIT PARI</p>		<p>Come towards me and leave me on right while going upstream and cross the river for left bank.</p>	

<p>RIGHT- TRANSIT MARK (MUNDA PARI MARKA)</p>		<p>Come towards me and leave me on left while going upstream and cross the river for right bank.</p>	
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Environmental, Social, Health And Safety requirements	<p style="text-align: center;">Environmental, Social, Health and Safety Requirements</p> <p>SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY</p> <p><i>The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), gender-based violence (GBV), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.</i></p> <p><i>The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 3.6 of Special Conditions of Contract.</i></p> <p><i>As a minimum, the policy is set out to the commitments to:</i></p> <ol style="list-style-type: none"> <i>1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;</i> <i>2. provide and maintain a healthy and safe work environment and safe systems of work;</i> <i>3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;</i> <i>4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the major labour and other laws that are applicable to construction industry in India;</i> <i>5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, child sacrifice, child defilement, and sexual harassment;</i> <i>6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;</i> <i>7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;</i> <i>8. engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;</i> <i>9. provide an environment that fosters the exchange of information,</i>
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views, and ideas that is free of any fear of retaliation;

- 10. minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

MINIMUM CONTENT OF ESHS REQUIREMENTS

In preparing detailed specifications for ESHS requirements, the specialists should refer to:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant Indian Standards for Safe Use of Pesticides, and in the absence of such Indian Standards relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant Indian Standards Concerning Urban Waste Water Treatment, and in the absence of such Indian Standards relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- *grievance redress mechanisms*

MINIMUM REQUIREMENTS FOR THE CODE OF CONDUCT

A minimum requirement for the Code of Conduct should be set out, taking into consideration the issues, impacts, and mitigation measures identified in:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (Indian Standards, and in the absence of such Indian Standards those of IFC and EBRD)*
- *relevant sector standards e.g. workers accommodation*
- *grievance redress mechanisms.*

The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.

The minimum Code of Conduct requirement may be based on the following:

CODE OF CONDUCT REQUIREMENTS

A satisfactory code of conduct will contain obligations on all project staff (including sub-contractors and day workers) that are suitable to address the

following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations of the jurisdiction
2. Compliance with applicable health and safety requirements (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, birth, age, disability, or political conviction)
5. Interactions with community members (for example to convey an attitude of respect and non-discrimination)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence or exploitation (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior)
8. Protection of children (including prohibitions against abuse, defilement, or otherwise unacceptable behavior with children, limiting interactions with children, and ensuring their safety in project areas)
9. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
10. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
11. Respecting reasonable work instructions (including regarding environmental and social norms)
12. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
13. Duty to report violations of this Code
14. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

Environmental, Social, Health and Safety (ESHS) Metrics for Progress Reports

Metrics for regular reporting:

- a) Environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b) Health and safety incidents, accidents, injuries and all fatalities that require treatment;
- c) Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d) Status of all permits and agreements:

work permits: number required, number received, actions taken for those not received;
status of permits and consents:

- a. *list areas/facilities with permits required, dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
- b. *list areas with landowner agreements required, dates of agreements, dates submitted to resident engineer (or equivalent);*
- c. *identify major activities undertaken in each area this month and highlights of environmental and social protection (boundary marking, traffic management, decommissioning planning, decommissioning implementation);*

Health and safety supervision:

- d. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
- e. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);*

Worker accommodations:

- f. *number of expats housed in accommodations, number of locals;*
- g. *date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;*
- h. *actions taken to recommend/require improved conditions, or to improve conditions.*

HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

Gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

training:

- i. *number of new workers, number receiving induction training, dates of induction training;*
- j. *number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;*
- k. *number and dates of HIV/AIDS sensitization training, no. workers receiving training (this month and in the past); same questions for gender sensitization, flaglady/flagman training.*

environmental and social supervision:

- l. *environmentalist: days worked, areas inspected and numbers of inspections of each (e.g. road section, work camp, accommodations, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;*
- m. *sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of*

activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- n. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

Grievances: list this month's and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

- o. Worker grievances;
- p. Community grievances

Traffic and vehicles/equipment: (On Shore and off Shore)

- q. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
- r. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
- s. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

Environmental mitigations and issues (what has been done):

- t. dust: number of working bowlers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve;
- u. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- v. quarries, borrow areas, spoil areas, asphalt plants, batch plants (if any) : identify major activities undertaken this month at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- w. blasting (if applicable): number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- x. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- y. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- z. details of tree plantings and other mitigations (if applicable) required undertaken this month;
- aa. details of water and swamp protection mitigations required undertaken this month.

compliance:

- bb. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- cc. compliance status of ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- dd. other unresolved issues from previous months related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Environmental, social, health and safety requirements

The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.

The Employer should attach or refer to the Employer's environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
- 5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
- 6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 8. engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 9. provide an environment that fosters the exchange of information, views, and ideas that*

is free of any fear of retaliation, and protects whistleblowers;

10. minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ESHS REQUIREMENTS

In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
- *GBV/SEA prevention and management*

The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:

General Conditions of Contract

Sub-clause 3	Language and Law
Sub-clause 7.1	Subcontracting
Sub-clause 8.1	Other Contractors
Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor's Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18	Safety and Protection of the Environment
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warning
Sub-clause 41.3	Payments

MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT

[A minimum requirement for the Code of Conduct should be set out, by the Employer taking into consideration the issues, impacts, and mitigation measures identified for example in :

- *project reports e.g. ESIA/ESMP*

- *any particular GBV/SEA requirements*
- *consent/permit conditions(regulatory authority conditions attached to any permits or approvals for the project)*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers accommodation*
- *grievance redress mechanisms.*

The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.]

[Amend the following instructions to the Bidder taking into account the above considerations.]

A satisfactory code of conduct will contain obligations on all Contractor's personnel(including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

15. Compliance with applicable laws, rules, and regulations
16. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
17. The use of illegal substances
18. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
19. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
20. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
21. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
22. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)

23. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
24. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
25. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
26. Respecting reasonable work instructions (including regarding environmental and social norms)
27. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
28. Duty to report violations of this Code
29. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, upto and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

PAYMENT FOR ESHS REQUIREMENTS

The Employer's ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) Not used.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.
- (m) Not used.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period named in the PCC pursuant to Sub-Clause 34.3 and calculated from the Completion Date.

- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, as **specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract.
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the

Works. It does not necessarily coincide with any of the Site Possession Dates.

- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC.**

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid & Priced Bill of Quantities,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract including Appendices,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Joint Venture Agreement [where applicable], and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC.**

Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to these General Conditions of Contract.

- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when

(a) as a matter of law or official regulations, India prohibits commercial relations with that country; 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, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.

5. Delegation

- 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. All oral instructions shall be confirmed in writing in seven working days.

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager upto a ceiling **specified in PCC**, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

- 7.2 The Project Manager should satisfy himself before recommending to the Employer whether:

- a) the circumstances warrant such sub-contracting; and,
- b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.3 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that his arrangement does not alter the contractor's liability or obligations under the contract.

7.4 The Contractor shall not be required to obtain any consent from the Employer for:

- (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract;
- (b) the provision for labour, or labour component, and,
- (c) the purchase of materials which are in accordance with the standards specified in the contract.

(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 10 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the Employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

2. However, [a] sub-contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for sub-contracting is not acceptable. [b] in any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.

3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid and **referred to in the PCC**, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his work force, who:
- (a) persists in any misconduct or lack of care,
 - (b) carries out duties incompetently or negligently,
 - (c) fails to conform with any provisions of the Contract, or
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above
- 9.4 In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.
- 9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor²⁵.
- 9.6 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Project Manager, deliver to the Project Manager a return in detail, in such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour

²⁵Based on Government Directives.

from time to time employed by the Contractor on the Site and such other information as the Project Manager may require.

Compliance with Labour Regulations

- 9.7 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security and if applicable, the Environmental, Social, Health and Safety (ESHS) Performance Security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 9.8 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.
- 9.9 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials [which are incorporated in works];
- (b) loss of or damage to Construction Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works including protection of environment, and assurance of public health and safety

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager.

15.2.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising as a consequence of his methods of operation.

15.2.2 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the Sate or Central

Government, or local authorities and other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the General Conditions of Contract.

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| 16 The Works to Be Completed by the Intended Completion Date | 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. |
| 17 Approval by the Project Manager | <p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p> |
| 18 Safety | 18.1 The Contractor shall be responsible for the safety of all activities on the Site. |
| 19 Discoveries | 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. |
| 20 Possession of the Site | 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21 Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |

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| 22 Instructions, Inspections and Audits | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3 The Contractor shall permit and shall cause its Subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 23 Appointment of the Adjudicator | <p>23.1 The Adjudicator named in PCC shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.</p> <p>23.1.1 The Adjudicator should be in position before "notice to proceed with work" is issued to the Contractor and an agreement should be signed with the Adjudicator jointly by the Employer and the Contractor in the form attached – Appendix 3.</p> <p>23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within 14 days of receipt of such request.</p> |
| 24 Procedure for Disputes | <p>24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly</p> |

taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid daily at the rate **specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor. Whatever decision is reached by the Adjudicator, either party may refer that decision to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

The Arbitrator(s) shall give a decision in writing within 120 days of start of the proceedings unless otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

25. Corrupt And Fraudulent Practices

25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information shall be disclosed as and when such payments are made or agreed to, and compliance with the disclosure requirement shall be furnished, while submitting each monthly statement for payments; such disclosure must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a revised Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

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| | 26.3 | The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC . If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. |
| | 26.4 | The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events. |
| 27. Extension of the Intended Completion Date | 27.1 | The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. |
| | 27.2 | The Project Manager shall decide whether and by how much to extend the Intended Completion Date/milestones within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date/milestones. |
| 28. Acceleration | 28.1 | When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor. |
| | 28.2 | If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation. |
| 29. Delays Ordered by the Project Manager | 29.1 | The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. |
| 30. Management Meetings | 30.1 | Either the Project Manager or the Contractor may require the other to attend a management meeting. (Which will be held at the place indicated in PCC . The periodicity to be fixed by Project Manager / Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in |

accordance with GCC 26.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Quality Assurance

- 32.1 The Contractor shall institute Quality Assurance (QA) and Quality Control (QC) systems in accordance with Quality Assurance Plan to demonstrate compliance with the requirements of the Contract as approved by the Project Manager.
- 32.2 Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities under the Contract.

33. Tests

- 33.1 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.
- 33.2 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Identifying and Correction of Defects

- 34.1. The Project Manager shall check the Contractor's work and notify the Contractor of any defects that are found specifying a time by which it should be corrected. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 34.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Project Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Project Manager's responsibility as defined in the Contract Agreement
- 34.3 The Project Manager shall give notice to the Contractor of any Defects [specifying a time limit by which it should be corrected] before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.4 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected and the Contractor shall pay this amount.

Note: 1. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Project Manager will certify payments to Contractor accordingly.

2. Where the failure to correct a particular defect within the specified time is considered as a fundamental breach of contract a notice should be given to the contractor as stated in GCC 57.2(e).

D. Cost Control

36. Contract Price

- 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial

Contract Price, the Project Manager shall adjust the rate to allow for the change.

- (a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed.
- (b) If the quantity of work executed less than the quantity of the item in BOQ lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed.

37.2. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

37.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs, produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38.4 If the Contractor's quotation is unreasonable, [*or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC38.2*] the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs

- 38.5 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

39. Cash Flow Forecasts

- 39.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall be in Indian Rupees.

40. Payment Certificates

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously alongwith details of measurement of the quantity of works executed in a tabular form approved by the Project Manager.
- 40.2 The Project Manager shall check the details given in the Contractor's monthly statement and within 14 days certify the amounts to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 49.4 [*Secured Advance*]
- 40.3 The value of work executed shall be determined by the Project Manager after due check and measurement of the quantities claimed as executed by the contractor
- 40.4 The value of work executed shall comprise of the value of the quantities of work in the Bill of Quantities that have been completed;
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should

have been made upto the date when the late payment is made at the rate **stated in the PCC**.

- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated at the rate stated in GCC 41.1 above, from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

- 42.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.

- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The rates quoted by the Contractor shall be deemed to be inclusive of the VAT, Sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.

43.2 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the deadline for the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price.

44. Currencies

44.1 All payments shall be made in Indian Rupees.

45. Price Adjustment

45.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants and other inputs to the works in accordance with the principles and procedures outlined below. A table of adjustment data is **included in the PCC** which indicates the coefficients of various inputs and the sources of indices for various schedules of BOQ. If the PCC does not include a table of adjustment data this sub clause shall not apply and there shall be no price adjustment.

- (a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC upto the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below.
- (b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the base date, which affect the Contractor in performance of obligations under the Contract.
- (c) The total value (R) of the work done during the specified period[GCC 40.1]shall be as under:

$$R = \text{SUM} (R_{S1} + R_{S2} + R_{S3} + \dots R_{Sn}),$$

Where,

‘ R_{sn} ’ is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in P.C.C during the specified period, and represented as under:

$R_{sn} = (V_{sn} + S_{sn})$ minus (amount of secured advance recovered in the same period + value of works executed under variations for which price adjustments will be worked separately based on terms mutually agreed between the Project Manager and the Contractor)

where,

V_{sn} is the total value of work done during the specified period for the respective schedule of BOQ, and

S_{sn} is the secured advance paid during the specified period for the respective schedule of BOQ,

- (d) The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate schedule of BOQ and certified in Payment Certificates, shall be determined from formulae which shall be of the following general type:

$$P_n = a + b L_n/L_o + c E_n/E_o + d M_n/M_o + \dots$$

where,

“ P_n ” is the adjustment multiplier to be applied to the value of the work done during the period “ n ”, this period being a month unless otherwise stated in the PCC.

“ a ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ b ”, “ c ”, “ d ”,... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“ L_n ”[*Labour*], “ E_n ”[*Equipment*], “ M_n ”[*Material*], are the current cost indices or reference prices for period “ n ”, each of which is applicable to the relevant tabulated cost element [*Labour, Equipment, Steel, Cement, Fuel/Lubricants, Bitumen, others*] on the date, specified in the Table-2 of Adjustment Data, prior to the last day of the period (to which the particular Payment Certificate relates); and

“ L_o ”, “ E_o ”, “ M_o ”,are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

- (e) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The base date shall be the deadline for the submission of bids.
- (f) If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:
 - (i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or
 - (ii) the current index or price applicable for the period in question whichever is more favourable to the Employer.
- (g) The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

- (h) Unless otherwise **stated in the P.C.C.**, the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data.

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

46. Retention

- 46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works
- 46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

- 47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestones as stated in the PCC). The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the Contractor’s other obligations and liabilities under the contract.

- 47.2 If the Intended Completion Date including milestones is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus	48.1	Not used.
49. Advance Payment	49.1	The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC , against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts in Indian Rupees equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively (<i>each instalment not less than Rs. 500,000</i>) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	49.2	The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	49.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Liquidated Damages.
Secured Advances	49.4	The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the PCC .
50. Securities	50.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC , by a Nationalized or Schedule bank in India. The Bank Guarantee for Performance Security including additional security for unbalanced bids shall be valid until a date 28days from the date of issue of the Certificate of Completion.
51. Dayworks	51.1	Not used.
52. Cost of Repairs	52.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion	53.1	The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
54. Taking Over	54.1	The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. Final Account	55.1	The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract at the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the contractor's revised account.
56. Operating and Maintenance Manuals	56.1	If "as built" Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC .
	56.2	If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.
57. Termination	57.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract after giving fourteen (14) days written notice.
	57.2	Fundamental breaches of Contract shall include, but shall not be limited to, the following:
	(a)	the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
	(b)	the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
	(c)	the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager 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 Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
 - (i) The contractor has contravened Clauses 7 and 9 of GCC.
 - (j) The contractor does not adhere to the agreed construction program, agreed ESHS-MSIP [Clause 26 of GCC] and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.
 - (k) The contractor fails to carry out of the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.
 - (l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Employer.
- 57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58.Payment upon Termination	<p>58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received upto the date of the issue of the certificate less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law, and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received upto the date of the certificate less other recoveries due in terms of the contract and less taxes due to be deducted at source [TDS] as per applicable law.</p>
59.Property	<p>59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.</p>
60.Release from Performance	<p>60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>
61.Suspension of Bank Loan or Credit	<p>61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:</p> <p>(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.</p> <p>(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.</p>

APPENDIX A TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(Text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 Revised July 2014:

“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.²⁶ 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;²⁷
 - (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;²⁸
 - (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;²⁹
 - (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;³⁰
 - (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 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.

²⁶In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²⁷ 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.

²⁸ 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.

²⁹ 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.

³⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (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 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, 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,³¹ 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 nominated³²;
- (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."

³¹ 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.

³² 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.

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries and all fatalities that require treatment;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);*
- f. *worker accommodations:*
 - i. *number of expats housed in accommodations, number of locals;*
 - ii. *date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;*

- iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up(Cross-reference other sections as needed):*
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic and vehicles/equipment:*
 - i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

- iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m. Environmental mitigations and issues (what has been done):

- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
- ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX. Particular Conditions of Contract

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank (Loan agreement : 8752-IN)
GCC 1.1 (r)	The Employer is: <i>Inland Waterways Authority of India, Ministry of Ports, Shipping and Waterways, Government of India</i>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 2 years.
GCC 1.1 (y)	The Project Manager is Vice Chairman & Project Director, JMVP
GCC 1.1 (aa)	<p>The name of the work is:</p> <p><i>Procurement of Contract for</i> Erection & maintenance of bandalling and Day Navigational Aids <i>in Ganga River (NW-1)</i></p>
GCC 1.1 (dd)	The Start Date shall be 5 days after the date of issue of notice to proceed with works to the contractor.
GCC 1.1 (hh)	<p>The Works consist of Providing, Installation, Erection and Maintenance of Bandalling and Day Navigational Aids. The major item under the work are as mentioned in BOQ.</p> <p>The identification number of the work is:</p> <p>NCB / ICB is: <i>IN-IWAI/-----CW-RFB</i></p>
CC 1.1 (ii)	<p>The following is added as GCC 1.1. (ii)</p> <p>“ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.</p>
GCC 2.2	Sectional Completions are: <i>NOT APPLICABLE</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> (i) the Bandalling & Day Navigational Aids Methodology (ii) the ESHS Management Strategies and Implementation Plans and EMP (Environment Management Plan); (iii) Not Applicable (iv) Code of Conduct (ESHS); and (v) JV Agreement - Not Applicable
GCC 2.4	<p>Following is added</p> <p>Priority of Documents</p>

	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ol style="list-style-type: none"> The Contract Agreement Integrity Agreement Letter of Award/ Notice to proceed with the work Conditions of contract Schedule of the price bid. Technical Bid No. with Date Addenda/Corrigenda Minutes of Pre-bid Meeting. Post bid correspondences and any other document listed in the contract data as forming part of the contract. <p>If any ambiguity or discrepancy is found in the documents, the EMPLOYER / ENGINEER shall be the sole authority to issue any necessary clarification or instruction in this regard.</p>
GCC 3.1	<p>The language of the contract is <i>English</i>.</p> <p>The law that applies to the Contract is the laws of Republic of India.</p>
GCC 5.1	<p>The Project manager may delegate any of his duties and responsibilities.</p> <p>The Project Manager may delegate any of his duties and responsibilities to other suitably qualified and experienced personnel, after notifying the Contractor, and may cancel any delegation after notifying the Contractor'</p>
	<p>The address of the Employer is:</p> <p><i>Vice Chairman & Project Director (JMVP)</i> <i>Inland waterways Authority of India</i> <i>A-13, Sector-1, Noida, Gautam Buddha Nagar, UP – 201301</i> <i>T: +91 120 2424544</i> <i>E: vc.iwai@nic.in</i></p>
	<p>The address of the Contractor is:</p> <p><i>[insert exact street address, including telephone and fax numbers, and E-Mail address]</i></p>
GCC 6.2	<p>New Clause</p> <p>The contractor shall bear full responsibility for the intimation to the EIC forthwith of any accident and take all necessary action required under relevant Acts and Rules, Marine Rules etc., as the case may be. The contractor shall also report such accidents to the Competent Authority wherever such reports are required under rules. The EIC or his representative must however, be informed immediately in the event of any marine accident. The contractor should also bear full responsibility for all accident, damages or injury caused to any of the IWAI's employees, cause of which is established as due to contractor's carelessness or negligence.</p>
GCC 7.1	<p>The ceiling for sub-contractor is 25%</p>

	<p>The Contractor is specifically allowed to subcontract the following activities:</p> <p>(a) 20% of all Bandalling & Day Navigational Aids;</p> <p>(b) Environmental and Social monitoring</p>
GCC 8.1	Schedule of other contractors: - <i>Not Applicable</i>
GCC 9.1	<p>Key Personnel and equipment:</p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p>
GCC 9.2	<p>The following is inserted as GCC 9.2 (e):</p> <p>“breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).”</p>
GCC 10	<p>In GC 10.1 is revised to read as under:</p> <p>Date of Commencement of Services</p> <p>(i) Immediately from the date of signing of the Contract, the Employer shall issue a Notice to the Contractor for commencing operations to meet the requirements of Works and Services stipulated in Part A to the Contract.</p> <p>(ii) The Contractor shall commence its activities immediately on receipt of the said Notice and notify the Employer within a period not exceeding 05 days from the date of receipt of said Notice about the mobilization of the resources at the site.</p>
GCC 13.1	<p>The Contractor shall take out and maintain in effect the following insurances in the sums and deductibles shown below:</p> <p>(i) Third Party motor vehicle: <u>INR 4,000,000/-</u></p> <p>(ii) Third Party liability: <u>as per Inland Vessel Act.</u></p> <p>(iii) <u>Group Insurance Cover for the persons on Vessel / Board.</u></p> <p>(iii) Employer's liability and workers' compensation: <u>Nil</u></p> <p>(iv) Loss or damage to equipment and property: <u>Minimum INR 1,000,000/- for each accident for the currency of the contract</u></p> <p>(v) Insurance of Works: Contractor is required to take Insurance for Navigational Aids and its associated structure on which it is mounted (Boat / Floating structure, Poles etc.) and boat (mechanized and non-mechanized both) (used for monitoring purpose) and Survey boat along with all necessary equipment used for survey from an approved insurance company in the joint name with the Employer and bear all costs towards the same for the full period of execution of works for the full amount of these works in the contract against all loss of</p>

	damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the Employer and the contractor are covered during the period of contract for loss or damage
GCC 15.2	Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.
GCC 16.1 (add new 16.2)	<p>ESHS Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. Bandalling and Day Navigational Aids etc.), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of activities (e.g. Bandalling and Day Navigational Aids etc.). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
GCC 20.1	<p>The Start Date shall be not later than 30 days after the issuance of the Letter of Acceptance by the Employer.</p> <p>The Site Possession Date(s) shall be: Within 5 days from the date of award</p>
GCC 23.1 & GCC 23.2	<p>Name of the agreed Adjudicator (<i>insert name before signing contract</i>).</p> <p>The Appointing Authority is: <i>Chairman, Indian Council for Arbitration</i></p>
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert daily fees [not less than Rs. 10,000 per day] and reimbursable expenses – boarding/lodging/travel etc.]</i> .
GCC 24.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Contractor 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, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as</p>

	<p>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 by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</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 *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works.</p> <p>(d) Arbitration proceedings shall be held at New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) 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>(f) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(g) The Arbitrator should give final award within 180 days of starting of the proceedings</p> <p>(h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>
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	<p>* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of works).</p> <p>Alternatively</p> <p><i>[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council for National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]</i></p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</i></p>
B. Time Control	
GCC 26.1	<p>The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.</p> <p><i>It is clarified that following documents shall be submitted.</i></p> <ul style="list-style-type: none"> a) Work Management plan b. Deployment plan c. Work Methodology; d. Contractors – Environment and Social Management Plan (C-ESMP) e. Utilisation Certificate of Mobilisation advance f. Insurance Policies & documents g. Any other document required for Improvement of works / Emergency Works
GCC 26.2	<p>ESHS Reporting</p> <p>Inserted at the end of GCC 26.2</p>

	<p>“In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (e) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.
GCC 26.3	<p>The period between Program updates is 15 days insert number days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs 1,00,000/- insert amount say Rs. 500,000.</p>
GCC 30	Venue of management meeting will be IWAI – NOIDA / Regional Office
C. Quality Control	
GCC 34.3	<p>The Defects Liability Period is: Not Applicable</p> <p>However, the contractor will correct the defects pointed out by EIC during the contract period as defined in Technical specifications and Special Conditions.</p>
D. Cost Control	
GCC 38.2	<p>In GCC 38.2, add the following after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>
GCC 40	<p>Add new GCC 40.7:</p> <p>“40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> (i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe

	<p>usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</p> <p>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</p> <p>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</p> <p>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</p> <p>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
GCC 41.1	<p>Interest rate for Delayed payment is 7.4% per annum.</p> <p>The payment shall be released as under:</p> <p>For Bandalling:</p> <p>The tenderer must maintain satisfactorily, entire length of bandal ordered and erected at each site during the period of contract. If during any period, at any site it is found that less than 80% length of bandal is maintained, no payment for maintenance for that site shall be made for the period during which less than 80% bandal was maintained. If the length is satisfactorily maintained between 80% and 100% at a site the payment shall be made for the actual length maintained during that month.</p> <p>90% payment for erection shall be made only after the full completion of bandal at each location. The balance 10% cost of erection shall be paid after satisfactorily maintenance of erected/re-erected along with final bills. The completion date of bandal is the date on which the assigned length of bandal is completely erected at a particular location.</p> <p>The above conditions shall hold good for the payment of re-erection of bandals also.</p> <p>Monthly maintenance charges shall be paid after completion of one month of maintenance work from the date of commencement and certification by the representative of EIC.</p> <p>For facilitating the programme of inspection by IWAI and also to reduce complications in submitting the maintenance bills it is suggested that contractor</p>

should submit first maintenance bill for part month so that the rest of the bills are for one full calendar month.

If the contractor fails to maintain the bandals as per specifications and requirements specified by EIC in a particular 15 days period during inspection, the maintenance charges for 15 days shall be rejected by the EIC and for the further period will be considered only after up keeping of the bandals intact according to the specification.

However, for the maintenance of the initial month and the last month shall be considered with a partial maintenance during the calendar month based on the actual number of days against the month.

For Day Navigational Aids

Full payment for erection of marks shall be done only after verification of stability of marks after 10 days from the date of completion of erection of marks provided the number of marks found are $\geq 100\%$ of the number specified for the beat. In case if the number of channel marks are less than that specified; the contractor shall immediately set right the same and inform the EIC for same. The payment shall be released only after EIC or his authorized representative inspect and certify that the number of channel marks erected are \geq the number of channel marks specified. 90% of the cost of erection shall be released on completion and balance 10% shall be payable along with final bill after satisfactory maintenance of channel marks during the contract period. The maintenance shall start immediately after the date of erection. Payment for erection shall be made only after the full completion of marks in all the beats. Maintenance of the marks shall be paid after verification of successful maintenance of the marks for every month. The contractor or his authorized representative shall have to accompany the officer in-charge during every inspection days. In case the contractor fails to attend the inspection trip he shall be liable to accept the measurement recorded during the inspection.

Channel marks erected / maintained in wrong position or without purpose shall not be considered for payment.

Payment against each beat shall be done after inspection and verification by the E.I.C. or his representative on completion of the erection / maintenance work, in entire stretch. The EIC or his representative shall inspect the above marks and shall file a certificate in writing showing the work done by the contractor in the stretch.

The payment of monthly maintenance shall be as follows:-

- i) If during a month the marks seen in all the two inspections are 80% or above in the specified beat, erection / maintenance is payable for the full month for the marks actually seen in the beat limited to the least number observed during two inspections.
- ii) If during a month the marks seen in one inspection is 80% or above but observed less than 80% in the 2nd inspection, the maintenance is payable for 15 days only.

	<p>iii) No monthly maintenance shall be payable for the full month if the marks seen are less than 50% in any inspection during a month.</p> <p>However, the maintenance for the initial month and the last month shall be considered with a partial maintenance during the calendar month, based on the number of days of maintenance against the month.</p> <p>The payments shall be released within 30 days of receipt of invoices complete in all respects.</p>
GCC 45.1 & 45.1 (h)	<p>Price Adjustment:</p> <p>The contract <i>is</i> subject to price adjustment in accordance with G.C.C.</p>
	<p>Replace the existing GC Sub-clause 45.1 with the following:</p> <p>Escalation – Applicable</p> <p>The Contractor as per Clause 5 - Payment Terms, Terms of reference, can claim for escalation in the contract price due to variation on cost of fuel.</p> <p>The contract price will be subjected to adjustment on account of variation of price of diesel more than 10% of the price prevailing on the date of opening of the bid according to the formula given below:</p> $V = \frac{((P-P_o) \times (R \times Q))}{P_o}$ <p>Where,</p> <p>V - Variation in Price on account of fuel during the month under consideration.</p> <p>P_o - Price of fuel at Site / nearby areas, on the last date of bid submission.</p> <p>P - Price of fuel for the month under consideration.</p> <p>Q - fuel element factor in the unit rate which shall be 0.30 for the entire period of contract</p> <p>R - Value of the work during the month under consideration as per relevant item of Bill of Quantities.</p> <p>However, the escalation applicable for fuel will be given to the Contractor on the amount comprising of component only and that too based on the log books provided by the contractor for the particular month and the same shall be verified by the EIC</p> <p>(Note:- In reference to above, it is further clarified that fuel prices are changing on daily basis, so average fuel price for the month would be calculated as \sum Daily price of fuel as per declaration of Oil Companies \div Number of days of the month, which shall be considered as “P” for the</p>

	<p>month. Moreover, this escalation formula shall be operative for calculation of escalation for fuel only when $P - PO \div PO \times 100$ shall be more than 10% and escalation amount will be payable for entire variation amount.)</p> <p>No escalation on any other account will be payable by the IWAI and the rate should be quoted accordingly.</p>
GCC 46.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.
GCC 47.1	<p>The liquidated damages for the whole of the Works are 10% (Ten Percent) <i>of the final Contract Price</i>].</p> <ol style="list-style-type: none"> If the contractor fails to perform the quantity within the stipulated period during the survey by EIC for the allocated location. The maximum amount of penalty of 10% shall be applied for the particular work / Location. The per week liquidated damages shall be 0.5% of the cost of erection and re-erection of Bandalling & Day Navigation Aids marks to be performed at a particular location. <p>The condition of persistent failure to execute the CONTRACT, and when the Total Amount of the Payment reduction & Liquidated Damages applied under the contract reach's TEN (10 %) percent of the Contract Amount, the owner reserves the right to issue the NOTICE OF TERMINATION OF CONTRACT.</p>
GCC 50.1	<p>“GCC 50.1 is replaced with the following</p> <p>The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts specified in the PCC (for GCC 50.1), and shall be issued by a Nationalized or Scheduled bank in India. The Performance Security including additional security for unbalanced bids, and the ESHS Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion.”</p> <p>Performance security shall be released within 28 days of Completion of works.</p>
GCC 50.2	<p>The Performance Security amount is 5% percent of contract price, plus Rs. ____ as additional security for unbalanced bids, and Environmental, Social, Safety and Health (ESHS) Performance Security amount is 1.5% of Contract Amount.</p> <p>The standard forms of Performance Security, and if applicable ESHS performance security, acceptable to the Employer shall be unconditional Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.</p> <p>Throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security and the ESHS performance security' to be submitted by the successful bidder in the amounts specified above.</p>

E. Finishing the Contract	
GCC 53.2	New Clause The bandal materials shall be dismantled and removed by the tenderer at his own cost after maintenance period.
GCC 56.1	Not Applicable
GCC 56.2	Not Applicable
GCC 57.2 (e)	New Clause Following is to be added / supplemented in the Clause In case the tenderer fails to maintain the erected / re-erected bandal according to specifications, terms and conditions and direction given by the representative of E.I.C. from time to time, E.I.C. shall be free to cancel the entire or part maintenance works as the case may be and the security amount deposited for the maintenance part of the cancelled work shall be forfeited. In addition, the E.I.C. reserves the right to maintain that erected/re-erected bandals for the entire stipulated period through other agencies. In such an event the tenderer shall be allowed to remove the material used in the initial erection/re-erection of bandals only after completion of the stipulated maintenance period. The E.I.C. reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.
GCC 57.2 (g)	The maximum number of days is: 20 weeks.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.
In addition to be above mentioned in the SCC / PC , the following shall also form part of SCC / PC.	
GCC 62.0 Force Majeure	62.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, insofar as they directly affect the execution of the Services and Works included in this Contract and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following: <ul style="list-style-type: none"> (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war; (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts; (c) confiscation, nationalization, mobilization, commandeering, requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;

	<p>(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague;</p> <p>(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster;</p> <p>(f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.</p> <p>62.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p> <p>62.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GC Clause 64.</p> <p>62.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GC Sub-Clause 38.6.</p> <p>62.5 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <p>(a) constitute a default or breach of the Contract;</p> <p>(b) give rise to any claim for damages or additional cost or expense occasioned thereby;</p> <p>if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.</p> <p>62.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other, but without prejudice to either party's right to terminate the Contract under GC Clause 59.</p>
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	<p>62.7 In the event of termination pursuant to GC Sub-Clause 38.6, the rights and obligations of the Employer and the Contractor shall be as specified in GC Sub-Clauses 59.1.2 and 59.1.3.</p> <p>62.8 Notwithstanding GC Sub-Clause 38.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.</p>
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Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws³³

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (*since amended*): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.

³³This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding

accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.

(q) Weekly Holidays Act -1942

(r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.

(s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.

(t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.

(u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.

(v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area" and "controlled area" respectively. No development activity (including building, mining, excavating, blasting) is permitted in the "protected area" and development activities likely to damage the protected property is not permitted in the "controlled area" without prior

permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.

13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of

electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.

22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe

and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.

30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

Appendix -3³⁴
Appointment of Adjudicator

Suggested Draft of Letter of Appointment of Adjudicators in civil works contracts

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

We hereby confirm your appointment as Adjudicator for the above contract to carry out the assignment specified in this Letter of Appointment.

For administrative purpose _____ (*name of the officer representing the Employer*) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the Employer and the contractor. The services will be required during the period of contract for the work of (Name of the Contract) _____.

The Adjudicator shall visit the worksite once in 3 (three) months till the completion of the work indicated above or as specifically requested by Employer/ Contractor for the period upto the end of defects liability period with prior intimation to the Employer and the contractor. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the Employer and Name of the Contractor*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration. The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Contractor so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 23 and 24 of the Conditions of Contract is over.

The Adjudicator will be paid a fee of Rs. _____ (Rupees _____ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the Employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs. 200 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Contractor's share) to the Adjudicator within 30 days of the receipt of the bill. The Contractor's share on this account (half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

³⁴ If ITB 43 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

Procedures for resolution of disputes by the Adjudicator is described in the contract of _____ (name of the contract) between the Employer and the contractor vide clause no.24 of the General Conditions of Contract. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith. After visiting the worksite, the Adjudicator will discuss the matter with the Employer and if necessary with the Contractor before arriving at any decision.

The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the Employer and the contractor. The Adjudicator's decision should be communicated in the form of a speaking order specifying the reasons.

The Adjudicator will agree that any manufacturing or construction firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part

Read and Agreed

Name of Adjudicator
Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Contractor

Signature of authorized representative of Contractor

Attachment: Copy of contract document between the Employer and contractor and format for recommendation.

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare a recommendations in a professional and timely manner(as per sample format)

Sample Format of Adjudicator's Recommendation

[Project Name] Recommendation of Adjudicator

Dispute No. XX [*NAME OF DISPUTE*]

Hearing Date: _____

Dispute

Description of dispute. A one or two sentence summation of the dispute.

Contractor's Position

A short summation of the contractor's position as understood by the Adjudicator.

Employer's Position

A short summation of the Employer's position as understood by the Adjudicator.

Recommendation

The Adjudicator's specific recommendation for settlement of the dispute. (*The recommended course is consistent with the explanation*).

Explanation

(*This section could also be called Considerations, Rationale, Findings, Discussion, and so on.*)

The Adjudicator's description of how each recommendation was reached.

Respectfully submitted,

Date : _____

Date : _____

Date : _____

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security, ESHS performance security if applicable, and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance

Issue of Notice to Proceed with the Work

Contract Agreement

Performance Security

Environmental, Social, Health and Safety (ESHS) Performance Security

Advance Payment Security

Retention Money Security

Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 43. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the PCC]* for the Contract Price *[insert amount in numbers and words]* as corrected and modified³⁵ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

[insert one of the following (a) or (b) options]

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.³⁶
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with GCC 23.³⁷

We note that as per your bid, you do not intend to subcontract any component of work.

[OR]

We note that as per your bid, you propose to employ M/s. as sub-contractor for executing

[Delete whatever is inapplicable]

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 40, and ESHS Performance Security~~*[Delete ESHS Performance Security if it is not required under the contract]*~~in the form detailed in ITB Clause 45 for amounts³⁸ of Rs. ____ and Rs.

³⁵ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

³⁶ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

³⁷ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

³⁸ Insert amounts for (i) Performance Security, plus additional security for unbalanced bids; and (ii) ESHS Performance Security respectively.

_____ within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 45.2 will be taken. The securities shall be valid upto 28 days from the date of completion i.e. upto and shall be as per the Performance Security Form and the ESHS Performance Security Form ***[Delete reference to the ESHS Performance Security Form if it is not required under the contract]***, included in Section X - Contract Forms, of the bidding document.

We have reviewed the construction methodology submitted by you alongwith the bid in response to ITB Clause 16 and our comments are given in the attachment. You are requested to submit a revised Program including ESHS requirements as per Clause 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Yours faithfully,

Authorized Signature.....

Name and Title of Signatory.....

Name of Agency.....

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite securities as stipulated in ITB clause 45.1, insurance policy as per GCC 13, construction methodology as stated in letter of acceptance and signing of the contract agreement for the construction of _____ @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of, between*[name of the Employer]*. (hereinafter “the Employer”), of the one part, and*[name of the Contractor]*.(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as*[name of the Contract]*.should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (b) this Agreement
- (c) the Letter of Acceptance
- (d) the Contractor’s Bid including completed schedules and priced bill of quantities,
- (e) the Addenda No’s*[insert addenda numbers if any]*.
- (f) the Particular Conditions of contract
- (g) the General Conditions of contract;
- (h) the Specifications
- (i) the Drawings; and
- (j) Construction Program, Methodology, Quality Assurance Program, ESHS Management Strategies and Implementation Plans, and Code of Conduct (ESHS)
- (k) Joint Venture Agreement [for JVs only]
- (l) Any other document listed in PCC as forming part of the Contract

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 India on the day, month and year indicated above.

Signed by: _____ Signed by: _____
for and on behalf of the Employer for and on behalf the Contractor

in the in the
presence of: _____ presence of: _____
Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

Performance Security - Bank Guarantee
[including Additional Performance Security for unbalanced bids]
[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor³⁹]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ *[amount of guarantee⁴⁰]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until⁴¹, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

³⁹*In the case of a JV, insert the name of the Joint Venture*

⁴⁰*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.*

⁴¹*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

Environmental, Social, Health and Safety (ESHS)
Performance Security - Bank Guarantee
[Guarantor letterhead or SWIFT identifier code]

ESHS Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor⁴²]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with Environmental, Social, Health and/or Safety (ESHS) obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ *[amount of guarantee⁴³]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until⁴⁴, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁴²*In the case of a JV, insert the name of the Joint Venture*

⁴³*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, and denominated in Indian Rupees.*

⁴⁴*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
_____ *[address of Employer]*
_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 49.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor⁴⁵]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee⁴⁶]* _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ *[amount of guarantee]* _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ *[name of Employer]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the same amount from the Contractor. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

Note: All italicized text(including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁴⁵In the case of a JV, insert the name of the Joint Venture

⁴⁶An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

_____ *[Bank's name and address of issuing branch or office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

RETENTION MONEY GUARANTEE NO.: _____

We have been informed that _____ *[name of contractor⁴⁷]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of _____ *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of _____ *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the contractor, we _____ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of _____ *[amount in Rupees]* (_____) *[amount in words⁴⁸]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract without cavil or argument.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Defects Liability Certificate issued by the Project Manager. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature(s) and seal of the guarantor]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁴⁷In the case of a JV, insert the name of the Joint Venture

⁴⁸The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security.