

**Fairway Maintenance on  
performance-based dredging in  
Farakka - Katwa (199 km) Stretch  
of National Waterway -1 (River Ganga)**



**Contract Package no: IN-IWAI-332926-CW-RFB**

**January, 2023**

**Project Management Unit  
Capacity Augmentation of the National Waterway – 1 Project (Jal  
Marg Vikas)  
INLAND WATERWAYS AUTHORITY OF INDIA  
(Ministry of Ports, Shipping and Waterways, Government of India)  
Head Office: A-13, Sector – 1, Noida - 201301**

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GOVERNMENT OF INDIA

PROJECT: CAPACITY AUGMENTATION OF NATIONAL WATERWAY – 1

BID NO. : IN-IWAI-332926-CW-RFB

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

NAME OF WORK : ***Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)***

PERIOD OF SALE OF BIDDING DOCUMENT : FROM T onwards

TIME AND DATE OF PRE-BID MEETING : 16.01.2023; TIME 15:00 HOURS

LAST DATE AND TIME FOR RECEIPT OF BIDS : 03.02.2023 TIME 15:00 HOURS

TIME AND DATE OF OPENING – Technical Part : 03.02.2023 TIME 15:30 HOURS OF BIDS

*The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

PLACE OF OPENING OF BIDS : A-13, Sector-1, Noida, UP

OFFICER INVITING BIDS : *Vice Chairman & Project Director (JMVP)*  
*Inland Waterways Authority of India, A – 13, Sector – 1, Noida – 201301, Uttar Pradesh – INDIA Telephone No.: (91) 0120-2424544*  
*Email.: [vc.iwai@nic.in](mailto:vc.iwai@nic.in) ;*

# **INVITATION FOR BIDS**

**(IFB)**

GOVERNMENT OF INDIA  
**PROJECT: CAPACITY AUGMENTATION OF NATIONAL  
WATERWAY - 1**

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

NATIONAL COMPETITIVE BIDDING

**Name of Project:** Capacity Augmentation of National Waterway – 1

**Contract Title:** Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)

**Loan No.:** 8752- IN

**Bid No.:** IN-IWAI-332926-CW-RFB

**Date:** 05.01.2023

1. The Government of India has received/has applied for/intends to apply for financing from the World Bank towards the cost of Capacity Augmentation of National Waterway – 1 Project and intends to apply a part of the funds to cover eligible payments under the contract<sup>1</sup> for construction of works as detailed below.

**Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)**

2. 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.
3. Bidders from India should, however, be registered with the Government of India, or State/Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders<sup>2</sup>. **Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.** In addition, please refer to paragraphs 1.6 and

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<sup>1</sup> Substitute “contracts” where Bids are invited concurrently for multiple contracts. Add a new para. 5 as follows:  
“Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.” and renumber paras 5 – 12.

<sup>2</sup> Modify or delete, based on registration requirement, if any for bidders from India.

1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.

A. *Average annual financial turnover during last five years ending 31<sup>st</sup> March of the previous financial year, should be i.e., INR 19.62 crores (INR Nineteen crores & Sixty two lacs)*

B. *Similar Work, Experience of having successfully completed similar works i.e., dredging on rivers or ports or contract management of vessels, manning of vessels or vessel related marine works or similar nature of works during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following*

*Three similar works each costing not less than INR 8.72 crores or*

*Two similar works each costing not less than INR 10.90 crores or*

*One similar work costing not less than INR 17.44 crores.*

C. *Cash Flow for minimum of (6) six months of operation INR 10.90 crores*

4. The The Inland Waterways Authority of India, Ministry of Shipping, Government of India (implementing agency) invites online bids for the construction of 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.
5. Bidding documents are available online on CPP Portal <https://eprocure.gov.in/eprocure/app> from 05.01.2023 to 03.02.2023 for a non-refundable fee as indicated in the table below, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Noida in favour of IWAI Fund (Payment documents are to be submitted as per the procedure described in paragraph 9 below). Bidders will be required to register on the website. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. 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: **www.iwai.nic.in**. A non-refundable fee of Rs 6000/- (inclusive of tax) is required to be paid. The mode of payment shall be in the form of DD drawn in favour of **IWAI Fund**, payable at **Noida**, from any Scheduled/ Nationalized Bank. Payment documents are to be submitted along with other documents listed in paragraph 9 below before the bid submission deadline.
7. All Bids must be accompanied by a bid security (or "Bid-Securing Declaration," as appropriate) of the amount specified for the work in the table below, drawn in favour of IWAI Fund 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.

8. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <https://eprocure.gov.in/eprocure/app> on or before 15:00 hours on 03.02.2023 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 bidder's 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.
9. The bidders are required to submit (a) original payment documents towards the cost of bidding document; and registration on e-procurement website (if applicable); (b) original bid security or Bid-Securing Declaration in approved form; and (c) original affidavit regarding correctness of information furnished with bidding document at **IWAI, A-13, Sector-1, Noida, 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.
10. A pre-bid meeting will be held on 16.01.2023 at 15:00 hours at the office of **IWAI** 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.
11. 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.
12. The address for communication is as under:
  - (a) Name & Designation of Officer: Jayant Singh, Vice Chairman & Project Director (JMVP)
  - (b) Official Address: A-13, Sector-1, Noida, UP
  - (c) Email: [vc.iwai@nic.in](mailto:vc.iwai@nic.in); [rkant@iwai.nic.in](mailto:rkant@iwai.nic.in)
  - (d) Telephone: + 91 120 2424544
  - (e) Facsimile: + 91 120

TABLE

Package No	Name of Work	Bid Security <sup>3</sup> * (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
	Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)	INR 1,30,80,000.00	INR 6,000/-	3 years

Seal of office

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<sup>3</sup> Delete, if the Employer proposes use of bid securing declaration as bid security.



## **PART 1 – Bidding Procedures**

# Section 1 - Instructions to Bidders

## Table of Clauses

<b>A. General.....</b>	<b>10</b>
1.Scope of Bid.....	10
2.Source of Funds .....	11
3.Corrupt and Fraudulent Practices.....	11
4.Eligible Bidders .....	11
5.Eligible Materials, Equipment and Services .....	14
<b>B. Contents of Bidding Document.....</b>	<b>14</b>
6.Sections of Bidding Document .....	14
7.Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	15
8.Amendment of Bidding Document.....	16
<b>C. Preparation of Bids.....</b>	<b>17</b>
9.Cost of Bidding .....	17
10.Language of Bid.....	17
11.Documents Comprising the Bid.....	17
12.Process of Bid Submission .....	18
13.Alternative Bids .....	19
14.Bid Prices and Discounts .....	19
15.Currencies of Bid and Payment .....	21
16.Documents Comprising the Technical Proposal.....	21
17.Documents Establishing the Qualifications of the Bidder.....	21
18.Period of Validity of Bids .....	21
19.Bid Security .....	22
20.Format and Signing of Bid.....	24
<b>D. Online Submission and Opening of Bids .....</b>	<b>24</b>
21.Preparation of Bids .....	24
22.Deadline for Submission of Bids .....	25
23.Late Bids .....	25
24.Withdrawal, Substitution, and Modification of Bids.....	25
25.Public Opening of Technical Parts of Bids.....	26
<b>F. Evaluation of Bids – General Provisions.....</b>	<b>27</b>
26.Confidentiality .....	27
27.Clarification of Bids.....	27

---

28.Deviations, Reservations, and Omissions .....	28
29.Nonconformities, Errors, and Omissions .....	28
30.Evaluation of Technical Parts .....	28
31.Determination of Responsiveness.....	28
32.Qualification of the Bidder .....	29
33.Subcontractors.....	30
34.Public Opening of Financial Parts .....	30
35.Evaluation of Financial Parts .....	31
36.Correction of Arithmetical Errors .....	32
37.Conversion to Single Currency .....	32
38.Margin of Preference .....	32
39.Comparison of Financial Parts.....	32
40.Unbalanced or Front Loaded Bids .....	33
41.Employer’s Right to Accept Any Bid, and to Reject Any or All Bids .....	33
<b>J. Award of Contract .....</b>	<b>33</b>
42.Award Criteria .....	33
43.Notification of Award .....	33
44.Signing of Contract, Publication of award and Recourse to unsuccessful Bidders.....	33
45.Performance Security .....	34
46.Adjudicator .....	35

## 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 lots (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;
  - (d) "ES" is an acronym for environmental and social (including Sexual Exploitation, and Assault (SEA));
  - (e) "Sexual Exploitation and Assault" "(SEA)" stands for the following:
    - (i) Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.
    - (ii) Sexual assault is further defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration; and
  - (f) "Contractor's Personnel" is as defined in Sub-Clause 9.1 of the General Conditions of Contract.

- 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, to the knowledge of the Bank, 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
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved

in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 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 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 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 Works' 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.

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- 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, if applicable, 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 in accordance with ITB 12;
  - (b) documentary evidence in accordance with ITB 17.1 establishing the Bidder's eligibility to Bid;
  - (c) Bid Security or Bid-Securing Declaration, 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, and in accordance with ITB 20.3 in case of a JV;
  - (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 (where permitted) 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 bidding document; and registration on e-procurement website (if applicable); (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bidding 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 taking into account 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.

- |  |      |   |
|--|------|---|
| <b>15. Currencies of Bid and Payment</b>                           | 15.1 | The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.   |
| <b>16. Documents Comprising the Technical Proposal</b>             | 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. |
| <b>17. Documents Establishing the Qualifications of the Bidder</b> | 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).   |
| <b>18. Period of Validity of Bids</b>                              | 18.1 | Bids shall remain valid for 90 days or for a period <b>specified in the BDS</b> 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, except as provided in ITB 18.3.
- 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, either a Bid-Securing Declaration or a bid security, and in the case of a Bid security, in the amount **shown in BDS**, for this particular work.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, 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.

- 19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 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 the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 45.
- 19.6 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 and Social (ES) Performance Security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
  - (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; or
  - (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 and Social (ES) Performance Security in accordance with ITB 45.
- 19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid-Securing

Declaration 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.

19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 45;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

## 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 initialled 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 bidding

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 19.7.

### **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 or Bid-Securing Declaration, 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 Alternative 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.
- 27. Clarification of Bids**
- 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.
- 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.

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (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**
- 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.
- 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.
- 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 or non-conforming item or component in the manner **specified in the BDS.**

### **G. Evaluation of Technical Parts of Bids**

- 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:

- (a) if accepted, would:
  - (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 up to 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 for public opening of Financial Parts of the Bids, **as specified in the BDS.**

34.3 The opening date should allow Bidders sufficient time to make arrangements 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 including 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.

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- 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 taken into account 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 19.7.
- 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**

- 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** 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

**unsuccessful  
Bidders**

Letter of acceptance, the successful Bidder shall sign the Agreement and furnish the performance security and if required in the BDS, the Environmental and Social (ES) 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, and on the e-procurement system, 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 and Social (ES) Performance Security in accordance with the conditions of contract, subject to ITB 40.1, using for that purpose the Performance Security and ES Performance Security Forms included in Section X (Contract Forms). The performance security and if required in the BDS, the Environmental and Social (ES) 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 and Social (ES) 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 and Social (ES) 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 19.5 and 19.6.

#### **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.

*[E-procurement clauses currently included in this BDS are model clauses only, and these should be fine-tuned/ modified for the specific e-procurement system being used by the Borrower. Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

### A. Introduction

<b>ITB 1.1</b>	The Employer is: <i>Vice Chairman &amp; Project Director, Inland Waterways Authority of India, Ministry of Ports, Waterways &amp; Shipping, Government of India</i>
<b>ITB 1.1</b>	The name of the work is: <b>Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)</b>  The identification number of the work is: <i>IN-IWAI-332926-CW-RFB</i>  The number and identification of lots comprising this bidding process is: <i>Not Applicable</i>
<b>ITB 2.1</b>	The Borrower is Government of India. The Sub-Borrower is Not Applicable: The Employer is <i>Vice Chairman &amp; Project Director, Inland Waterways Authority of India, Ministry of Ports, Waterways &amp; Shipping, Government of India</i>
<b>ITB 2.1</b>	The name of the Project is: <i>Capacity Augmentation of National Waterway - 1</i>  Loan or Financing Agreement amount: <i>\$ 317.22 Million</i>

<b>ITB 4.1</b>	<p>Bids from Joint ventures are acceptable.</p> <p>Where Joint Ventures are permitted:</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: <b>3 (Three)</b></p> <p>(b) Place where the agreement to form JV to be registered is <b>New Delhi, India</b></p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [<i>in case of a successful bid</i>].</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p>
<b>ITB 4.4</b>	<p>A list of debarred firms and individuals is available at the Bank's external website <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>.</p>
<b>ITB 4.6</b>	<p>Deleted (unless the Employer has previously used bid securing declaration as bid security).</p>

### B. Contents of Bidding Documents

<b>ITB 7.1</b>	<p><b>Electronic –Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: CPPP Portal online <b><i><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></i></b></p> <p>Requests for clarification should be received by the Employer no later than <b>14 days prior to deadline for submission of bids.</b></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <b>shall</b> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 16.01.2023</p> <p>Time: 15:00 hour IST</p> <p>Place: IWAI, Noida</p> <p><i>“IWAI is inviting you to a scheduled Zoom meeting.</i></p>

*Topic: Pre-bid Meeting for Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)*

*Time: Jan 16, 2023 15:00 India*

*Join Zoom Meeting*

*<https://us06web.zoom.us/j/81915387749?pwd=QStDU3VmSWZNUks1R1lwSXpmKy9LZz09>*

*Meeting ID: 819 1538 7749*

*Passcode: h76kpb*

*One tap mobile*

*+13863475053,,81915387749#,,,,\*600913# US*

*+15074734847,,81915387749#,,,,\*600913# US*

*Dial by your location*

*+1 386 347 5053 US*

*+1 507 473 4847 US*

*+1 564 217 2000 US*

*+1 646 931 3860 US*

*+1 669 444 9171 US*

*+1 669 900 6833 US (San Jose)*

*+1 689 278 1000 US*

*+1 719 359 4580 US*

*+1 929 205 6099 US (New York)*

*+1 253 205 0468 US*

*+1 253 215 8782 US (Tacoma)*

*+1 301 715 8592 US (Washington DC)*

*+1 305 224 1968 US*

*+1 309 205 3325 US*

*+1 312 626 6799 US (Chicago)*

*+1 346 248 7799 US (Houston)*

*+1 360 209 5623 US*

*Meeting ID: 819 1538 7749*

*Passcode: 600913*

*Find your local number: <https://us06web.zoom.us/j/81915387749>*

*A site visit conducted by the Employer **shall be** organized on request.*



### C. Preparation of Bids

**ITB 11.2 (j)**

The Bidder shall submit with its bid the following additional documents:

(i) Contractor Registration certificate on e-procurement system as per IFB, if applicable

(ii) Dredging Management Plan – Methodology

Detailed methodology to indicate how various activities will be carried out to achieve the performance parameters laid down in Appendix A to the contract – **Description of the Services.**

(iii) Detailed Dredger deployment plan with respect to:

- a. Dredging Management Plan – Methodology (including disposal of dredged material)
- b. No. of dredgers to be deployed at various points of time along with dredging capacities and manpower.
- c. Frequency of surveys along with details of equipment and manpower to be deployed by them to meet the requirements in the concerned stretch.
- d. List of major items of equipment proposed to carry out the contracted services using the format provided in Section IV - Bidding Forms

(iv) **Code of Conduct for Contractor’s Personnel (ES)**

The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 9.1 of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.

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

The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:

*[Note: insert name of any additional plan and specific risk/s informed by the relevant environmental and social assessment];*

- *[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];*
- *[e.g. Water Resource Protection Plan to prevent contamination of drinking water];*
- *[e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];*

	<ul style="list-style-type: none"> <li>• [e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];</li> <li>• [e.g. Sexual Exploitation, and Assault (SEA) prevention and response action plan].</li> </ul>
<b>ITB 11.3 (b)</b>	The following schedules shall be submitted with the bid: <b><i>Not Applicable</i></b>
<b>ITB 11.3 (d)</b>	The Bidder shall submit the following additional documents in its Bid: <b><i>Not Applicable</i></b>
<b>ITB 12</b>	<b>Note for Bidders:</b> 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.
<b>ITB 12.3</b>	<p>For submission of original documents, the Employer's address is:</p> <p>Attention: .....[<b><i>Shri Jayant Singh, Vice Chairman &amp; Project Director (JMVP)</i></b>]</p> <p>Street Address: .....[<b><i>A-13, Sector-1</i></b>]</p> <p>Floor/ Room number: .....<i>Not Applicable</i></p> <p>City: .....[<b><i>Noida</i></b>]</p> <p>PIN/Postal Code: .....[<b><i>201301</i></b>]</p> <p>Country: INDIA</p>
<b>ITB 13.1</b>	Alternative bids <b><i>shall not be</i></b> permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder <b><i>shall be</i></b> 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 and corresponding provisions under PCC and Appendix 2 to PCC.
<b>ITB 18.1</b>	The bid validity period shall be: 120 days.
<b>ITB 18.3 (a)</b>	The factor is 5.52 % per annum. – However, the clause is not applicable as this is an adjustable price contract.
<b>ITB 19.1</b>	<p>A Bid Security <b><i>shall be</i></b> required.</p> <p>A Bid-Securing Declaration <b><i>shall not be</i></b> required</p>

	If a Bid Security shall be required, the Bidder shall furnish a bid security in the amount of Rs. 1.308 Crore [ <i>Rupees One Crore Thirty Lakh Eighty Thousand only</i> ]
<b>ITB 19.3 (d)</b>	Other types of acceptable securities are: Online cash transfer (if applicable, provide full details) Bank details: <i>Advising Bank: Union Bank of India</i> <i>Bank Account no.: 5132020500000007</i> <i>IFSC Code: UBIN0551325</i> <i>Name of beneficiary: IWAI FUND</i> <i>Branch name: Sector 15, Naya Bans, NOIDA</i>  <i>Address: Sector 15, Naya Bans, NOIDA - 201301</i>
<b>ITB 19.9</b>	Deleted (unless the Employer proposes use of bid securing declaration as bid security).
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i> <i>(b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.</i>

#### **D. Online Submission and Opening of Bids**

<b>ITB 21.1</b>	Class of DSC required is: <b>CLASS II or above</b>
<b>ITB 22.1</b>	<b>The deadline for uploading of bids is:</b> Date: 03.02.2023 Time: 1500 hrs. IST
<b>ITB 24.1</b>	Re-submission of the bid is <i>not allowed</i> , if withdrawn.

#### **E. Public Opening of Technical Parts of Bids**

<b>ITB 25.1</b>	The online bid opening of Technical Parts of Bids shall take place at: Street Address: A-13, Sector-1 Floor/Room number: Not Applicable City: Noida
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Country: INDIA Date: 03.02.2023 Time: 1530 hrs. IST
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### F. Evaluation of Bids – General Provisions

<b>ITB 29.3</b>	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.
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### G. Evaluation of Technical Parts of Bids

<b>ITB 33.1</b>	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance.
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<b>ITB 33.2</b>	<i>Not Applicable</i>
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<b>ITB 33.3</b>	<p>(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>25% of the total contract amount.</i></p> <p>(b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted 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 taking into account 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>
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### H. Public Opening of Financial Parts of Bids

<b>ITB 34.2 (c)</b>	<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>The online bid opening of Financial Parts of Bids shall take place at: Street Address: A-13, Sector-1</p>
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	<p>Floor/Room number: Not Applicable</p> <p>City: Noida</p> <p>Country: INDIA</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 <a href="http://www.iwai.nic.in">www.iwai.nic.in</a></p>
<p><b>J. Award of Contract</b></p>	
<p><b>ITB 45.1 and 45.2</b></p>	<p>The successful Bidder shall also be required to submit an Environmental and Social (ES) 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 ES performance security' to be submitted by the successful bidder in the amounts specified in GCC/ PCC 50.</p>
<p><b>ITB 46.1</b></p>	<p>The Adjudicator proposed by the Employer is: <i>Dr. S C Misra</i>. The daily fee for this proposed Adjudicator shall be: <i>Rs. 10,000 per day</i>. The CV of the proposed Adjudicator attached at the end of this section.</p> <hr/> <p><i>[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]</i></p>

## Brief Biodata of Dr Suresh Chandra Misra

**1. Name:** MISRA SURESH CHANDRA

**Date of birth:** 12<sup>TH</sup> SEPTEMBER 1948

**a. Profession:** ACADEMIC and RESEARCH

**Present Position:** Retired as Professor from IIT Kharagpur

**Address:**

(a) Official NA	(b) Residential Plot no. 1080, Lane no. 7, Aerodrome Area, Bhubaneswar – 751020, Odisha, India
Phone: NA	Phone: +91 9437477180
	Email: <a href="mailto:misra1948@gmail.com">misra1948@gmail.com</a>

### b. Degrees Obtained

Degree	Awards	University	Specialization	Hall of Residence	Year
B.Tech(Hons.)	Silver Medal	IIT Kharagpur	Design	Patel	1965-70
Ph.D	National Scholarship	University of Newcastle upon Tyne, UK	Naval Architecture		1973-76

### c. Professional Achievements

Period From To	Position Held	Organization/Institution	Role	Remarks
1970 1979	Design Engineer	Hindustan Shipyard Ltd.	Design Engineer	Sponsored for three years to do Ph.D. in UK (1973-1976)
1979 1989 1990 till retirement	Assistant Professor Professor	IIT Khargapur	Teaching, Research and Industrial Consultancy	On British council fellowship for 6 months in Glasgow, univ in 1984., later lien to IIT Madras and NSDRC/ IMU, Visakhapatnam
1998 2000	Visiting Professor (lien)	IIT Madras	Teaching, Research and Industrial Consultancy	
2008 2013	Director (on Lien)	NSDRC and later IMU Visakhapatnam campus	Administration, Teaching, Research and Industrial Consultancy	NSDRC was subsumed to Indian Maritime University in 2009 and he was the first Director of IMU Visakhapatnam campus
2013 till date	Chairman, Naval Research Board, DRDO (an honorary position); Founder and current President, Forum for River and Ocean Scientists and Technologists (FROST), Odisha, registration no. 24010/33 of 2018-19; Visiting faculty at IMU, Visakhapatnam Campus; Advisor to General Consultants for Kochi Water Metro project under KMRL, Kochi.			

## 5. Record of Contributions to:

### (a) Intellectual Property

#### (Publications/Design/Developments/Patents etc.)

- (e) "Modularised Ship Hull Form", Inventors: Prof S C Misra and Prof O P Sha of IIT Kharagpur, patents rights belong to: IIT Kharagpur, Ministry of Shipping of Govt. of India, Department of Science and Technology of Govt. of India, AAGL(Gujarat), BSL Mumbai, GSL Goa, LRS Mumbai, IRS Mumbai, Original Patent application no. 0561/Cal/2002 dt. 25.9.2002, patent no. 214274 awarded on 07/02/2008.

### (f) Books:

- S. C. Misra and P. Misra (Ed.), "2020 Lockdown Effects and Future Trends in Water Body Management", LAP Publishing, Germany, October 2020.
- S. C. Misra, "Design Principles of Ships and Marine Structures", CRC Press of Tylor and Francis Group, USA, December 2015.
- S.C.Misra and O.P.Sha, editors "Computer-Aided Ship design", under assistance from CEP Cell of IIT Kharagpur, 1989(contributed as author also).
- M.R.Pranesh and S.C.Misra, "Environmental Hazards and Safety Requirement in the Port sector", under assistance from Curriculum Dev. Prog., IITMadras, 2000(contributed as author also).

### (b) Leadership (Entrepreneurship/

#### Organizational Development)

(i) *Converting a ship design organisation, National Ship Design and Research Centre, to a part of a central university, Indian Maritime University, Visakhapatnam Campus*

(ii) *Academic leadership as stated below:*

- *Started a new multidisciplinary Post Graduate Diploma program in Maritime Operation and Management (PGDMOM) exclusively for professional marine engineers which started at IIT Kharagpur in the academic year 2003-2004.*
- *Started the Naval Architecture and Ocean Engineering degree programs at both UG and PG levels at IMU Visakhapatnam Campus in its first year of creation, 2009.*
- *Started a PG program in Dredging and Harbour Engineering at IMU, Visakhapatnam campus in 2010 for the first time in the country.*

(iii) *Developing strong research base at IITs, IISc and in other engineering institutions and generating multi-institutional research programs and developing strong connection between teaching institutions and research organisations in the context of naval research through NRB.*

(iv) *Setting up and establishing FROST, Odisha*

### I Society

- 13 Invited mentor and speaker of INSPIRE program for development of science interest in school children sponsored by DST at Port Blair Campus of Pondichery University, at IMU Visakhapatnam Campus and at NIT Rourkela during 2012, 2013 and 2015.
- 14 Lectures at schools and colleges in Odisha regarding water awareness.
- 15 Safety of wooden boats moving in rivers and coastal waters for tourism and fishing is a major concern which has been a major concern for me. I have now been involved in modifying an existing wooden boat for higher safety and reduction of pollution. This activity is to continue.

(d) **Any other:** More than 50 technical papers published

### d. Peer Recognition (National/International Honours, Awards, Prizes including honorary degree)

*Awarded National Scholarship for Higher Study Abroad by Government of India in 1973 till 1976.*

Awarded Silver Medal by IIT Kharagpur in 1970 for securing first position in B.Tech (H) course in Naval Architecture.

Awarded Marine Engineering Division Medal, Institution of Engineers (India), 2001.  
 Awarded Institution Medal (Col. G.N.Bajpai), Institution of Engineers (India), 2001.  
 H.S.Rao Memorial Award for Best paper, June 04 issue of Marine Engineers Review (India), 2005 given by Institution of Marine Engineers (India).  
 Rashtriya Gaurav Award presented by India International Friendship Society in 2004.

Best Citizen of India Award and Citation in the book by the same title, published by International Publishing House, New Delhi, 2004.

**e. Membership/Fellowship of National/International Professional Bodies**

*Founder President, Forum for River and Ocean Scientists and Technologists, Odisha*

*Fellow of Institution of Engineers (India)*

*Fellow of Institution of Marine Engineers (India)*

*Life Member of Institution of Marine Technologists, Mumbai*

*Life Member of Indian Society for Technical Education*

*Member of Society of Naval Architects and Marine Engineers, USA.*

Member, Indian technical Committee of Class NK, Nippon Kaiji Kyokai, Japan, 2012 onwards.

Member, Technical Committee of IRS, Mumbai.

Member of PMCC for acquisition of 2 coastal research vessels by NIOT funded by MoES.

**8. Specific outstanding Accomplishments meriting the award (within 100 words):**

(Detailed biography may be provided as an annexure)

Apart from teaching naval Architecture to students, Prof Misra has been involved in design of ships and boats and other water based infrastructure including a 600 TEU container vessel and marine engineering laboratory *Ship in Campus*. His book *Design Principles of Ships and Marine Structures* published by Taylor and Francis Group has been widely appreciated. After his retirement from active service, apart from being the Chairman of Naval research Board, he has formed a think tank FROST. His current interests include safety and sustainability in boats of inland water transportation, increasing water awareness in Odisha and ancient river and coastal transportation system for building shore based temples.

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## Section III - Evaluation and Qualification Criteria

### 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:

#### 1. Dredging Methodology:

i. **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 VII.

The work methodology shall include a mobilization and execution plan that details how the bidder will, on the waterway in *Fairway Maintenance on performance-based dredging in Katwa - Farakka (199 km) Stretch of National Waterway -1 (River Ganga)*

#### 2. 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

- i. 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:
- ii. 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.
- iii. The requirement to minimize noise, water and air pollution from its own operations.
- iv. An outline Quality Assurance Plan; and
- v. A Health and Safety Plan specific to the proposed works

#### 3. 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:

**Chapter 1.** Show work stages (Mobilization, Survey, Dredging, Maintenance services, and Demobilization, etc.) and BOQ Items with the corresponding timeline;

**Chapter 2.** Show the leading, lagging and critical activities, with linkages to related activities, milestones, key personnel in charge, etc.;

**Chapter 3.** Resources (equipment, material, personnel, etc.) plan to achieve the Work Program.

**4. Site Organization and Communications Plans:** that clearly provide:

An overall organization chart showing the division between site offices and head office responsibilities;

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;

The proposed layout of the Contractor's facilities and equipment, including offices and accommodation units based on the proposed sites and waterways routes;

Internal Communications Plan within the Contractor's organization and between its home office and the site offices;

External Communication Plan between the Contractor, the Project Manager/Supervision & Performance Monitoring Consultant, Related Stakeholders, Users, and Employer;

Navigational protocol to assure free passage for ships during dredging or other works.

(ii) an assessment of the details of subcontracting elements of works amounting to more than 10% of the bid price; 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. [*Work should not be split into small parts and sub-contracted*].

(iii) Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ES obligations and code of conduct for Contractor's Personnel.

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

**Not Applicable**

**1.3 Specialized Subcontractors – Not Applicable**

## 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	One Member	

### 2.01 Nature of Bidder

2.01.1	<b>Nature of Bidder</b>	Bidder to indicate whether they are presenting a Single Entity bid Or Joint Venture Bid Or Intend to Sub Contract on Later date					In the event of Subcontracting, 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"> <li>• The leader should maintain at least 51% share in the JV at all the time during the period of contract.</li> <li>• The Technical Member of the JV should meet at least 25% of the financial requirement.</li> <li>• List of Sub-contractor against each item likely to be deployed along with the bid as per format.</li> <li>• The Contractor shall select &amp; employ its subcontractor from such list.</li> </ul>							

### 2.1 Eligibility

2.1.1	<b>Nationality</b>	Nationality in accordance with ITB Sub-Clause 4.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Forms ELI –1.1 and ELI-1.2 With attachments
2.1.2	<b>Conflict of Interest</b>	No conflicts of interest in ITB Sub-Clause 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3	<b>Bank eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB Sub-Clause 4.4. & 4.7.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid

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	
2.1.4	<b>Government Owned Entity</b>	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	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments
2.1.5	<b>United Nations resolution or Borrower's country law</b>	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	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments

## 2.2 Historical Contract Non-Performance

2.2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>4</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2016.	Must meet requirement by itself or as member to past or existing JV	Must meet the requirement	Must meet requirement by itself or as member to past or existing JV	N / A	Form CON - 2
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<sup>4</sup> Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance 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

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	
2.2.2	<b>Suspension based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity</b>	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.2.3	<b>Pending Litigation</b>	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	Must meet requirement by itself or as member to past or existing JV	N / A	Form CON - 2
2.2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>5</sup> since 1 <sup>st</sup> January 2016	Must meet requirement by itself or as member to past or existing JV	Must meet requirement	Must meet requirement by itself or as member to past or existing JV	N/A	Form CON - 2

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.

<sup>5</sup> The 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.

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	
2.2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil 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 Assault) contractual obligations in the past five years <sup>6</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration

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

<sup>6</sup> The 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	
2.3.1	<b>Financial Capabilities</b>	<p>(a) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit<sup>7</sup>, and other financial means (independent of any contractual advance payment) sufficient to meet the 6 months construction cash flow requirements estimated as <b>Rs. 10.90 Crore</b> for the subject contract(s) net of the Bidders other commitments</p> <p>(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</p>	<p>(a) Must meet requirement</p> <p>(b) Must meet requirement</p>	<p>(a) Must meet the requirement</p> <p>(b) Must meet requirement</p>	<p>(a) Must meet at least 25% of the requirement as a minimum</p> <p>N/A</p>	<p>(a) Must meet at least 50% of the requirement as a minimum</p> <p>N/A</p>	Form FIN - 3.1 with attachments

<sup>7</sup> In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing.



Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		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 <i>five</i> 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	(c) Must meet requirement	N/A	
<p><b>NOTE:</b> <i>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 Fin 3.1 A</i></p>							
2.3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>Rs. 19.62 Crore [Rupees Nineteen Crore Sixty Two Lakh]</b> , calculated as total certified payments received for contracts in progress and/or completed within the last five financial years, divided by five years.	Must meet requirement	Must meet requirement	Must meet twenty five percent (25%) of the requirement	Must meet fifty percent (50%) of the requirement	Form FIN - 3.2

*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	One Member	

## 2.4 Experience

<b>2.4.1</b>	<b>General Dredging Experience in Ports / River, Management of Vessel, Manning of Vessel or Vessel related Marine Works</b>	<p>Experience under construction contracts for similar works such as those pertaining to General Dredging Experience in <b>Ports / River / Lakes/ Canals / Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works</b></p> <ul style="list-style-type: none"> <li>• River Dredging and management of dredging materials.</li> <li>• Dredged material used in reclamation of port / harbour will also be considered.</li> </ul> <p>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.</p>	Must meet requirement	N/A	Must meet requirement of having executed works of similar nature	N/A	Form EXP – 4.1
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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)	<b>Specific Dredging and Contract Management Experience</b>	<p>Bidder should have successfully completed as a prime contractor, JV member<sup>8</sup>, management contractor or sub-contractor, minimum</p> <p><b>Three similar works each costing not less than INR 8.72 Crs</b></p> <p><b>Or</b></p> <p><b>Two similar works each costing not less than INR 10.90 Crs</b></p> <p><b>Or</b></p> <p><b>One similar works costing not less than INR 17.44 Crs</b></p> <p>within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.</p>	Must meet requirement	Must meet requirement	Must meet requirement for one contract of 25% value	Must meet requirement for one contract of 50% in value	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.
<p><i>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.</i></p>							

<sup>8</sup> 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><i>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</i></p>							

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 (b)	<b>Specific Experience</b>	<p>b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, at least in one year a minimum construction experience in any of the following key activities:</p> <p>a. Dredging Experience in Ports / River / Canal / Water bodies Or</p> <p>b. Manning of Vessel / Vessel related Marine works Or</p> <p>c. Management of Vessel in River / Sea</p>	Must meet requirements	Must meet requirement	Should meet the criteria in full, at least for one of key activities listed in column 3.	<p>Must meet requirement for all the key activities listed below</p> <p>Any one of the activities listed under requirement of 2.4.2 (b)</p>	Form EXP-4.2(b)
2.4.2 (c)	<b>Specific Experience in managing ES aspects</b>	For the contracts in 2.4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2016 and Application submission deadline, experience in managing ES risks and	Must meet requirements	Must meet requirement	Must meet the following requirements : <i>N/A</i>	Must meet the following requirements : <i>N/A</i>	Form EXP – 4.2 (c)

		impacts in the following aspects: <i>[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]</i>					
<p><i>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 M<sup>3</sup> of rock placed in rock fill dams in one year; X tons of asphalt concrete per month placed in road paving; Y M<sup>3</sup> 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.</i></p> <p><i>* 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.</i></p>							
<p><b>2.4.2</b> <b>(d)</b></p>	<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:</p> <p>Assessed Available bid capacity = <math>(A*N*1.15-B)</math></p> <p>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 up to 6 months to be taken as half-year and more than 6 months as one year).  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><i>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.</i></p>						

**Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 2.3.1, 2.3.2, 2.4.2(a) and 2.4.2(b)]**

Note: In case bids are being invited simultaneously for multiple packages (under separate IFB and Bidding Documents), the Employer reserves the right to assess cumulative qualification of the bidders participating in multiple packages.

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

## 2.5 Quality Requirements

<b>2.5.1</b>	<b>ISO 9001-2008 / 2015 Quality Management System requirements</b>	Quality management certificate issued by an international standards organization	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Valid ISO 9001 Certification
<b>2.5.2</b>	<b>OHSAS 18001 - Occupational Health and Safety Assessment Series</b>	Relevant OHSAS certificate and Experience in occupational health and safety management over the last 2 years	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Valid OHSAS Certificate
<b>2.5.3</b>	<b>ISO 14001-2004 / 2015 Environmental Management Systems requirements</b>	Recent Environmental management certificate and experience with environmental management systems over the last 2 years	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Valid ISO 14001 – 2004 / 2015 certificate





## 2.6 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements. The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

S. No.	Designation of Personnel (Position)	No.	Minimum Qualification	Minimum years of experience	Minimum experience in similar works.	Must meet requirement
1.	Contract Manager	01	Contract Manager shall have a bachelor's degree in Civil / Mechanical engineering and an experience of minimum 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; however, if the personnel above 50 years is proposed, then the specific health fitness certificate shall be submitted with the bid.	10	7	Bidder to provide the details of the manpower at the time of bid submission.  * Crew as per requirement
2.	Surveyor	01	Diploma in Civil Engineering / Mechanical Engineering / Surveying with 3 years' experience in Hydrographic Survey or Survey Recorder I / II in Hydrographic Survey.	3	3	
3	Crew	*	Must have Inland vessel certification.	-	-	
4	Details of the Sub-Contracting agencies					
<b>Suitable experts in the following specializations</b>						
5	Dredger Master	02	Dredging experience in River / Canal / Port	7	7	Bidder to provide the details of the manpower at the time of bid submission.
6	Social Expert	01	Graduate or equivalent in Social Science	3	3	
7	Environment Expert	01	Graduate in Environmental Engineering / Environmental Sciences	3	3	
8	Health & Safety Expert	01	Graduate in Engineering / Sciences and must have Diploma / Certification in Health and Safety	3	3	

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.
  - a. All organization entities / agencies under Ministry of Ports, Shipping and Waterways
- [ii] without Government permission, any person who retired as gazetted officer within the last two years.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

## 2.7 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Capacity	Minimum Number required	
1	Cutter Suction Dredger with suitable discharge pipes. River worthiness certificate to be provided at the time of bid submission, from certifying authority.	Minimum 250 cum / hr. of solids	02	The details of these equipment shall be submitted at the time of bidding along with their technical details, for the purpose of evaluation of bids.
2	Survey Vessel with Multi beam eco-sounder, Altimeter for facilitating the measurement of Depth & Width of the Channel. River worthiness certificate to be provided at the time of bid submission, from certifying authority.	Having suitable capacity	01	
3	Tug Boats River worthiness certificate to be provided at the time of bid submission, from certifying authority.	Having suitable capacity for pulling the Dredgers and allied equipment / floating boats / pipelines etc.	01	
4	Accommodation Boats River worthiness certificate to be provided at the time of bid submission, from certifying authority.	To accommodate operational staff.	01	

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The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

**Bidders to Note:**

The documentary evidence to be submitted by the Bidders for the proposed Dredgers & other Equipment to be deployed should indicate the Name, Capacity with Registration wherever applicable, Rated Capacity; Technical Details, year of Manufacture; Survey Certificates; Details of Previous Dry Dock; River Worthiness Certificate from certifying authority. As per Format Attached

- i. The Bidders to ensure that fitness certificate of the equipment like Dredgers & Survey Vessels should be duly certified by an authorized certifying agency at the time of Bidding
- ii. Successful bidder shall produce the fitness certificate of the equipment like Tug Boats, Accommodation Boat duly certified by an authorized certifying agency at the time of deployment at dredging site.
- iii. \*In case the dredgers are leased or hired, a proper lease agreement on Stamp paper shall be submitted along with the Bid stating that the proposed dredgers (along with the details) shall be available to the bidders for immediate deployment on the Award of the Work.
- iv. The Bidder shall provide Scanned copy of the details of dredgers, Tools, Plants, equipment and machinery/ workshop facilities and its planning schedule using Form EQU in Section IV, Bidding Forms. However, the actual deployment of equipment shall be as per site requirement.

### **3. Financial Part**

#### **3.1 Multiple Contracts if permitted under ITB 35.3, will be evaluated as under. – Not Applicable**

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.

#### **3.2 Other Criteria - Not Applicable**

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**Section IV - Bidding Forms**

## 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: \_\_\_\_\_

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 (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.6;
- (d) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;
- (e) 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;
- (f) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator

*[or]*

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We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed<sup>9</sup> as Adjudicator, whose daily fees and biographical data are attached;

- (g) If our bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES) Performance Security, Delete if not applicable]* in accordance with the Bidding Document;
- (h) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2,
- (i) 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);
- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5<sup>10</sup>;
- (k) 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.
- (l) 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;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) 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]*

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<sup>9</sup> In 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.

<sup>10</sup> Use one of the two options as appropriate.

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.

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# Technical Proposal

## Technical Proposal Forms

- **Site Organization**
  - **Method Statement / Dredging Management Plan**
  - **Mobilization Schedule**
  - **ES Management Strategies and Implementation Plans**
  - **Code of Conduct for Contractor's Personnel (ES)**
  - **Personnel**
  - **Equipment**
  - **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.*
- **Others**
  - **Bidder's Qualification**
  - **Form of Bid Security - Bank Guarantee**
  - **Form of Bid-Securing Declaration**

## **Appendix to Technical Part**

### **Technical Proposal – Site Organization**

*[Insert Site Organization information]*

#### **Site Organization**

Bidders shall give below full particulars of the organisation they propose to establish, direct, and administer the performance of 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.

**a. SITE ORGANIZATION CHART**

**b. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART**

Site Organization and Communications Plans: that clearly provide:

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

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## **Appendix to Technical Part**

### **Technical Proposal – Method Statement / Dredging Management Plan**

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:

***Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)***

- (i) 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 for dredging sediment volumes in shallow waterways; placing dredged materials in-stream or in-river; and, early detection and quantification of hazardous sediment and its removal; and,
  - The requirement to minimize noise, water and air pollution from its own operations.
- (ii) An outline Quality Assurance Plan; and,
- (iii) A Health and Safety Plan specific to the proposed works.

## **Appendix to Technical Part**

### **Technical Proposal – Mobilization Schedule**

*[Insert Mobilization Schedule]*

In accordance with the Particular Conditions, Sub-Clause 16.2, the Contractor shall not carry out mobilization to Site unless the Project manager gives consent that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.

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**Appendix to Technical Part**  
**Technical Proposal – Construction Schedule**

*[Insert Construction Schedule]*

*[The construction schedule shall include the following key milestone - No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions of Contract Sub-Clause 16.2.]*

## **Appendix to Technical Part**

### **ES Management Strategies and Implementation Plans**

#### **(ES-MSIP)**

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-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 ES provisions of the contract including those as may be more fully described in the Works' Requirements described in Section VII.

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## Appendix to Technical Part

### Code of Conduct for Contractor's Personnel (ES) Form

***Note to the Employer:***

*The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

*The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, and Sexual Exploitation and Assault (SEA) etc.*

*Delete this Box prior to issuance of the bidding documents.*

**Note to the Bidder:**

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

### CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Assault (SEA);
11. report violations of this Code of Conduct; and



- 
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### **FOR CONTRACTOR'S PERSONNEL:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience in handling gender-based violence*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Appendix to Technical Part

### Forms for Personnel

#### 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			
					Road * works	Building* works	Others*	Total
	<i>[Environmental Specialist#]</i>							
	<i>[Health and Safety Specialist#]</i>							
	<i>[Social Specialist#]</i>							
	<i>[Gender Based Violence Expert#]</i>							

(\* Modify this as appropriate to suit the works for which bids are invited  
# As listed in Section III)



## 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:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<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) result in my disqualification from participating in the Bid;
- (c) result in 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

### 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

**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).*

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## **Others**

## **Appendix to Technical Part**

### **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder



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## 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

<b>1.1 Bidder Information</b>			
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)			
Attached are copies of the following original documents.  <ol style="list-style-type: none"><li>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.</li><li>2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</li><li>3. In case of JV, letter of intent to form JV or JV agreement: in accordance with ITB 4.1 read with BDS</li><li>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.</li><li>5. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li></ol>			

## Appendix to Technical Part

### **Form-ELI -1.2: JV Information Form**

(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

<b>JV Information</b>			
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)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> <li>1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 read with BDS.</li> <li>2. Authorization to represent the firm names above, in accordance with ITB 20.2.</li> <li>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.</li> <li>4. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>			

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## Form ELI -1.2 A

### Specialized Subcontractor's Information Form (to be completed for each Specialized Subcontractor)

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

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

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

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

- 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.
- Authorization to represent the Specialized Subcontractor.

## Appendix to Technical Part

### DETAILS OF PARTICIPATION IN THE JOINT VENTURE

<b>PARTICIPATION DETAILS</b>	<b>FIRM 'A' (Lead Member)</b>	<b>FIRM 'B'</b>	<b>FIRM 'C'</b>
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 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 (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.			

<b>Year of dispute</b>	<b>Amount in dispute (Rupees)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rupees)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] 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>
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b> <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.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rupees)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] 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>	<i>[insert amount]</i>

## Appendix to Technical Part

### Form CON – 3: Environmental and Social (ES)

### 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: \_\_\_\_\_

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

Joint Venture Member's or Specialized Subcontractor's Name: \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

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

<b>Environmental and Social (ES) Performance Declaration</b> in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) 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. sexual exploitation or assault breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>	<i>[insert amount]</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)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ES performance</b>			
Year	Contract Identification		Total 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 calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or assault breaches]</i>		<i>[insert amount]</i>



## Appendix to Technical Part

### Financial Situation

#### FORMAT 3.1 Historical Financial Performances

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JV Member Legal Name: \_\_\_\_\_ Bidding No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Bidder and by each member of a Joint Venture

#### 1. Financial data

<b>SUMMARY OF FINANCIAL STATEMENTS</b>								
<b>Name of bidder/JV Member:</b>								
<b>(Equivalent Rs. Million)</b>								
S. No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance Sheets	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
1.	Total Assets							
2.	Total Turnover							
3.	Current Assets							
4.	Current Assets + Loan & Advances							
5.	Total Liabilities							
6.	Current Liabilities							
7.	Current liabilities & provision							
8.	Profit before Interest and Tax Profit before Tax							
9.	Profit after Tax							
10.	Shareholder's Funds (Net							
11.	Worth)=(Paid up equity +Reserves)-(revaluation reserves + Miscellaneous expenditure not written off) Depreciation							
12.	Current Ration (2)/(5) Net cash accruals= Profit after Tax + depreciation							

	13. 14.							
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

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 (Rs.)
1		
2		
3		

## 3. Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 2.3.1.

The financial statements shall:

- (a) reflect the financial situation of the *Bidder* or member to a JV, and not sister or parent companies.
- (b) be audited by a certified Chartered Accountant.
- (c) be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the *[number]* years required above; and complying with the requirements (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)

- 
- Attached is a copy of certificate given from the commercial bank assuring cash flow (working capital for contraction) in the format attached.

**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 III – 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.]*

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## Appendix to Technical Part

### Form FIN - 3.2

#### Average Annual Construction Turnover

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

Bidder's/Joint Venture Member's Legal Name: *[insert full name]*

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

JV Party Legal Name: *[insert full name]*

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

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

Annual turnover data (construction only)*		
Year	Amount in Rupees	
<i>[indicate year]</i>	<i>[insert amount]</i>	
Average Annual Construction Turnover		

\* *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.*

## Appendix to Technical Part

### JOINT VENTURE

<b>Names of all members of a joint venture</b>
<b>1. Member in charge</b>
<b>2. Member</b>
<b>3. Member</b>

**Total value of annual construction turnover, in terms of work billed to clients, in Rupees**

<b>Annual Turnover Data (construction only; in Rupees *)</b>							
<b>Member</b>	<b>Form 3.2 page no.</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Average</b>
<b>1. Member in charge</b>							
<b>2. Member</b>							
<b>3. Member</b>							
<b>TOTALS</b>							

**\* To be certified by a chartered accountant**

**1. Name and address of Bankers to the Joint Venture**

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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).

## Appendix to Technical Part

### Form EXP - 4.1

### General Dredging Experience

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

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

*[Identify contracts that demonstrate continuous construction work over the past [5] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]*

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
<i>[indicate month/year ]</i>	<i>[indicate month/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 Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "JV Member" or "Subcontractor" or "Contract Manager"]</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 Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</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 Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>



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## Appendix to Technical Part

### Form EXP - 4.2(a) Specific Dredging and Contract Management Experience

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

Bidder's/Joint Venture Member's Legal Name: *[insert full name]*

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

JV Party Name: *[insert full name]*

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

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

- (A) **Work performed as prime Contractor or JV Member or Sub-Contractor or Management Contractor** *(in the same name and style)* on construction works of a similar nature and volume over the last five years<sup>11</sup>. *[Attach certificate from the Engineer-in-charge.]*

Project Name	Name of Employer	Description of work	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

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<sup>11</sup> Immediately preceding the financial year in which bids are received.

## Appendix to Technical Part

### Form EXP - 4.2(b) Dredging 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.			
a. Key Activity No. One: <i>[insert brief description of the Activity, emphasizing its specificity]</i>			
Total Quantity of Activity under the contract: _____			
<b>Information</b>			
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: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country]</i> <i>[insert telephone/fax numbers, including country and city area codes]</i> <i>[insert e-mail address, if available]</i>		

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## Appendix to Technical Part

### Form EXP - 4.2(c)

## Specific Experience in Managing ES aspects

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

Bidder's Name: \_\_\_\_\_

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

Bidder's JV Member Name: \_\_\_\_\_

IFB No. and title: \_\_\_\_\_

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

1. Key Requirement no 1 in accordance with 2.4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			Rs.	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 2.4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 2.4.2 (c): \_\_\_\_\_

## 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 <sup>12</sup> 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)

<sup>12</sup> Attach certificate(s) from the Engineer(s)-in-Charge.

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

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
(1)	(2)	(3)	(4)	(5)	(6)	(7)

## Appendix to Technical Part

### Form EXP – 5.0 Quality Requirements

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			
<p><b>To indicate the details of the Quality Requirements Change of information after Bid Submission &amp; Opening date shall not be allowed.</b></p>					
5.1	ISO 9001-2008/2015 Quality management system requirements	Quality management certificate issued by an international standards organization	Must meet requirement	Valid ISO 9001 Certification.	Yes / No – ref
5.3	OHSAS 18001 – Occupational Health and Safety Assessment Series	Relevant OHSAS certificate and Experience in occupational health and safety management over the last 2 years,	Must meet requirement	Valid OHSAS certificate.	
5.4	ISO 14001:2004/2015 Environmental Management systems	Relevant Environmental management certificate and experience with environmental management systems over the last 2 years,	Must meet requirement	Valid ISO 14001:2004/2015 certificate.	

## Appendix to Technical Part

<b>Form EXP – 6.4 Detailed Dredging Management Plan Approach &amp; Methodology</b>	
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>
<b>To indicate how various activities which will be carried out, to meet the requirements Laid down at Appendix A to the tender documents / Contract</b>	
<b>SCHEDULE E Dredging Methodology<sup>13</sup></b>	
<b>A. Contractor's Statement of Work Methods</b>	
<p>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.</p> <p>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.</p> <p>The Statement of Work Methods shall include a mobilization and execution plan that details how the bidder will, <b>on waterway stretch</b>, carry out on a timely basis the following:</p> <ul style="list-style-type: none"><li>B. <b><i>Fairway Maintenance on performance-based dredging in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)</i></b></li><li>C. 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:</li><li>D. The requirement for dredging sediment volumes in shallow waterways; placing dredged materials in-stream or in-river; and, early detection and quantification of hazardous sediment and its removal; and,</li><li>E. The requirement to minimize noise, water and air pollution from its own operations.<ul style="list-style-type: none"><li>a. An outline Quality Assurance Plan; and,</li><li>viii. A Health and Safety Plan specific to the proposed works.</li></ul></li></ul> <p><b>(b) Contractor's Work Program:</b> 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:</p>	

<sup>13</sup> The Dredging 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.

- Show work stages (Mobilization, Survey, Dredging / Bandalling Work, Erection and Maintenance of Navigation 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 equipment;
- Internal Communications Plan;
- External Communication Plan; and
- Navigational protocol to assure free passage for ships during dredging or other works.



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## Appendix to Technical Part

### Form EXP – 6.5

#### **Detailed Dredger Deployment Plan w.r.t Detailed Dredging Management Plan Approach & Methodology**

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 Dredgers shall be deployed to meet the requirements explained at Dredging Management Plan and as Laid down at Appendix A to the tender documents / Contract**

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## Appendix to Technical Part

Form.....

(Name of the Project)

### (Declaration regarding tax/duty exemption for materials/construction 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.
<b>Goods</b>						
[a] Bitumen						
[b] Cement						
[c] Steel						
<b>Construction Equipment</b>						

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: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature) \_\_\_\_\_

(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]*<sup>14</sup> (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 \_\_\_\_\_<sup>15</sup> 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 and Social (ES) Performance Security, in accordance with the Instruction to Bidders.

<sup>14</sup> Insert 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.

<sup>15</sup> The 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.

we undertake to pay to the Employer up to 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 up to and including the date \_\_\_\_\_<sup>16</sup> 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.***

\_\_\_\_\_  
<sup>16</sup> 45 days after the end of the validity period of the Bid.

## Appendix to Technical Part

### Form of Bid-Securing Declaration

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 *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have not accepted the correction of the Bid Price pursuant to ITB 36; or
- (b) 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 and, if required, the Environmental and Social (ES) 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) forty-five 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

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

Invitation for Bid No.: \_\_\_\_\_

To: *(Insert name of the Employer)*

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

In submitting our Bid, we make the following 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];***
- (d) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>17</sup> ***[insert complete name of each***

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<sup>17</sup>If none has been paid or is to be paid, indicate "none".



*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 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.

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**Appendix to Financial Part: Schedules  
Form SC: Sub-Contracting**

**SCHEDULE OF SUBCONTRACTORS**

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

**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**

### **Bill of Quantities**

#### **Objectives**

*The objectives of the Bill of Quantities are:*

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic measurement and valuation of Works executed.*

*In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.*

#### **Provisional Sums**

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. Additional provisional sums for environmental or social (including Sexual Exploitation, and Assault) requirements may also be added, if required. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Particular Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).*

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

*These notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Bidding Documents. They should not be included in the final documents.*

## Appendix to Financial Part

### Bill of Quantities

Serial. No.	Description of item (with brief specification and reference to Book of specifications)	Quantity	Unit	Rate (Rs.)		Amount <sup>19</sup> (Rs.)
				In figures	In words <sup>18</sup>	
	<i>[To be entered by the Employer;_Delete if not applicable:]</i> Provisional sums for additional ES outcomes					
<b>Total Bid Price (Rs. in figures)</b>						
<b>Total Bid Price (Rs. in words)</b>						

**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)*

<sup>18</sup> The total amount is automatically calculated by the e-procurement system, from unit rates and quantities, where the e-procurement system supports such functionality

<sup>19</sup> The amount in words is automatically populated by the e-procurement system, where the e-procurement system supports such functionality

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)

**BoQ**

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

*Fairway Maintenance Contract for providing Assured Least Available Depth (LAD) of 3.0 m with 45 m width by Performance based dredging including River Conservancy works, channel marking etc in Farakka - Katwa (199 km) Stretch of National Waterway -1 (River Ganga)*

**Contract No:**

Name of the Bidder / Firm /  
Company:

**PRICE SCHEDULE**

Sl. No	Item Description	Quantity	Unit	Year wise Lumpsum Price shall be quoted	AMOUNT Rs. P	TOTAL AMOUNT
1	2	3	4	5	6	7
1.0	Fairway Maintenance Contract for providing Assured Least Available Depth (LAD) of 3.0 m with 45 m width by Performance based dredging including River Conservancy works, channel marking etc in Farakka – Katwa (199 km) Stretch of National Waterway -1 (River Ganga)					
	<b>Year-1, LAD-3.0m. Channel Width- 45m</b>	Lump Sum	LS		<b>0.00</b>	Zero Only
	<b>Year-2, LAD-3.0m. Channel Width- 45m</b>	Lump Sum	LS		<b>0.00</b>	Zero Only
	<b>Year-3, LAD-3.0m. Channel Width- 45m</b>	Lump Sum	LS		<b>0.00</b>	Zero Only
2	<b>GST</b>					
2.0	<b>(GST amount considered)</b>	1	Rs.			
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>

<b>Evaluation Criteria to Decide L1</b>						
<b>A. NPV – Net Present Value Factor</b>						
<b><i>Fairway Maintenance Contract for providing Assured Least Available Depth (LAD) of 3.0 m with 45 m width by Performance based dredging including River Conservancy works, channel marking etc in Katwa - Farakka (199 km) Stretch of National Waterway - 1 (River Ganga)</i></b>			Bid Price for the services to be provided as specified inclusive of all taxes excluding GST – Year-wise (INR)/(Currency)		NPV factor (Based on discount factor of 10% per annum)	NPV of the quoted Bid Price Col 4 x Col 6 (INR)/(Currency) ( <i>Only for the purpose of evaluation</i> )
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Year	LAD	Width	In figures	In words	-	In figures
Year 1	3.0 m	45 m			0.909	
Year 2	3.0 m	45 m			0.826	
Year 3	3.0 m	45 m			0.751	
<b>Total for 3 years</b>						
Refer ITB clause 30.6 (e) determining aggregate of the Net Present Value (NPV) of three years' prices for Services quoted in the Priced Activity Schedule, by discounting these prices to the Date of Commencement of Services, <i>assuming only for purpose of the evaluation</i> that the quoted prices are payable at the end of the respective years. For the purpose of determining NPV, discount factor of 10 % per annum shall be applied						

## **Section V - Eligible Countries**

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

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*

*[Note: as and when some country/ countries become ineligible insert the list of such countries following approval by the Bank to apply the restriction]*



## 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.<sup>20</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>21</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>22</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>23</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>24</sup>
  - (v) “obstructive practice” is

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<sup>20</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>21</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>22</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>23</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>24</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (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.
- (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,<sup>25</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>26</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to

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<sup>25</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>26</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

**PART 2 – Works’ Requirements**

**Section VII – Works’ Requirements**

## Description of Services

1	Introduction
2	Objective
3	Scope of Services
4	Technical Specification
5	Vertical Water Level – Annexure A
6	Meandering– Annexure B
7	Shoals – Annexure – C
8	Reach cum Chain age
9	Quantity of Dredging
10	Dredging
11	Dredgers
12	Navigational Aids
13	Day Channel Marking
14	Bandalling
15	Monitoring
16	Clearances ( Horizontal & Vertical )
17	Disposal of Dredged Material
18	Environmental Management Plan – Annexure-D
19	Other Conditions

<p><b>1. Introduction</b></p>	<p>Inland Waterways Authority of India (IWAI) is a statutory body set up in 1986 under the Ministry Ports, Shipping and Waterways, Govt. of India. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation.</p> <p>Inland Waterways Authority of India (IWAI) is implementing Jal Marg Vikas Project (JMVP) for capacity augmentation of National Waterway - 1 between Varanasi - Haldia (1380 Km) with the technical assistance and financial support of the World Bank. The project is scheduled to be completed by December, 2023. The extension of this work shall be considered by IWAI through its resources.</p> <p>The Ganga-Bhagirathi-Hooghly River system for a length of 1620 km connecting Haldia (Sagar) - Kolkata - Bhagalpur –Sultanganj – Mahendrapur - Barh - Patna - Ghazipur - Varanasi – Allahabad was declared as National Waterway 1 (NW-1) in the year 1986. There is considerable difference between flood and lean season discharges and water level.</p> <p>The targeted Least Available Depth (LAD) in various stretches of NW-1 is Haldia - Farakka - 3.00 m; Farakka –Barh 3.0 m; Barh – Ghazipur - 2.50 m and Ghazipur –Varanasi – 2.20 m.</p> <p>To achieve the navigation of vessels in <b>Katwa - Farakka (199 Km)</b> stretch of NW-1, IWAI intends to engage agency for providing fairway with Assured Depth of 3.0 m and channel width of 45.0 m by dredging and other suitable river conservancy measures on performance basis for three years and extendable on yearly basis for another two years on satisfactory performance to tackle the shoals occurring in the river or as per the requirement.</p>
<p><b>1.2 Objective</b></p>	<p>The Objective of the Works &amp; Services is to maintain Assured Least Available Depth (LAD) of 3.0 m and bottom channel width of 45 m between Katwa - Farakka (199 Km) stretch of National Waterway-1 on performance basis for 3 years by Dredging and River conservancy measures (Bandalling, Submerged vanes etc.) as well as erection &amp; maintenance of Navigational Aids (Day Channel Markings).</p>
<p><b>2. Scope of Work</b></p>	<p>The Contractor will have to identify the best course of Navigation channel from time to time and remove shoals (shallow area w.r.t assured Least available Depth (LAD)).</p> <p>Maintenance of a navigation channel of 45 m width and assured LAD of 3.0 m in all three (3) years throughout the stretch as specified which can be done by the combination of dredging and river training measures.</p> <p>The scope of the contract shall include:</p> <ul style="list-style-type: none"> <li>(i) To Provide and maintain assured LAD of 3.0 m and Channel bottom width of 45 m with naturally side slopes during three (3) years from the date of commencement of Services.</li> <li>(ii) To install and maintain Day Channel Markings (Navigational Aids) throughout the Contract Period.</li> </ul>

	<p>(iii) Assistance to Normal barge and vessels / crafts movement in the navigation channel during dredging operation.</p> <p>The tentative dredging quantity in Katwa - Farakka (199 Km) stretch is 12.86 Lakh cum for three years.</p>
<b>3. Technical Specifications</b>	<p>The material to be dredged is sand, silt, soft clay or a mixture of these materials, compact and sediment clay. If the dredger meets any strata such as boulders, ropes, sand stone, stone debris, wooden logs etc., such patches will also continue to be tackled with a modified cutter or cutter teeth like serrated etc. capable for dredging such materials for a length of up to 20 m. Further steps to be taken, should be decided mutually between the Contractor and the Engineer-in-charge, if hard strata exist beyond 20 m.</p> <p>To achieve the LAD of 3.0 m and Channel bottom width of 45 m, the bidder / Contractor shall take into account tolerance of + 1 m from each edge of the channel and tolerance of +30 cm on the depth. There is however, no restriction on maximum width of the channel which may naturally be available. And no additional payments shall be admissible to this effect.</p>
<b>4. Water Levels</b>	<p>The vertical water level difference is of the order of 10-12 m. The Current in the river ranges from 0.5 to 4.5 m/s. However, the current during the lean season seldom exceeds 1.5 m/s. Details of the water levels in Tribeni-Farakka stretch are provided in Annexure A.</p>
<b>5. Meandering</b>	<p>There has been substantial meandering and details of changes to the river course in past years are given in Annexure B.</p>
<b>6. Shoals</b>	<p>There is substantial braiding in the river which during lean season (Oct / Nov to June) results into shoals at various places which hinder navigation. 2015 Bathymetric survey shows around 91 shoal locations with a total dredge length of about 30.2 kms, in Tribeni- Farakka Stretch with depths less than 3.0 m. The location of shoals in Katwa - Farakka stretch is provided in Annexure C.</p>
<b>7. Course of Navigation</b>	<p>The Service Provider will have to identify the best course of navigation channel from time to time and remove shoals [shallow area w.r.t. assured available depth of 3.0 m] by dredging and / or bandalling.</p>
<b>8. Quantity of Dredging</b>	<p>The quantity of dredging and length of Bandalls are to be ascertained by the Service Provider as per site conditions and own resources. The Bidder may also take into consideration data available in IWAI website, which gives details of LAD in the past years.</p> <p>The tentative dredging quantity in Farakka - Katwa (199 Km) stretch is approx. 14.438 Lakh cum for three years.</p> <p>However, it is a fact that the quantum of dredging and Bandalling as well as erection and maintenance of navigational aids (day channel markings) varies year to year based on the condition of channel after flood season and it may vary to the tune of + 10% to 25%. It is advised that the Bidder should collect necessary information, data, navigational charts of NW-1 or any other site information related to availability of men, material, equipment's etc. and familiarize himself with the site conditions before bidding.</p> <p>The indicative annual maintenance task to achieve assured LAD and specified Channel bottom width (dredging and bandalling) are given in Table 1. These</p>

are based on average dry flow season and, an allowance for side slopes having a tolerance of 1V:10H.

Stretch of Katwa - Farakka (199 Km) - Tentative Quantity of 14.438 Lakh Cum to be dredged during the lean season of (7) seven months (November to May) except for flood seasons (June to October)

**Table-1: Indicative Annual Maintenance Task (Dredging and Bandalling) based on 2015 bathymetric and topographic survey and considering average flow conditions)**

S No.	Description	Year - 1	Year - 2	Year - 3	Total
1.	Channel Dimensions	LAD - 3.00 m	LAD - 3.00 m	LAD - 3.00 m	
2.	Channel Width	45 m	45 m	45 m	
3.	Dredging Quantity	4.288 Lac cum	4.286 Lac cum	4.286 Lac cum	12.86 Lac cum
4.	Bandalling Quantity	4400	4400	4400	13200

On an average Length of bandalling is taken @100m at each shoal. Actual length required may vary depending upon site conditions and bandalling may not be required at all the shoals. This has to be decided by the contractor after survey.

Indicative amounts for Bandalling include work to erect and re-erect or relocate the same as and when necessary. Bandalling is typically deployed in length of 100-500 m at each deployment location. The number of bandalling location indicated in Table 1 are based on the assumption that bandalling will be required where a shoal is present. However, the number of locations is tentative and shall be selected suitably subjected to the desired benefits in light of local conditions.

Dredged and Bandalling work is not normally required to be done during flood period (normally from June to September or October). The reach wise shoal data are given in Table 2.

**Table-2**

IWAI Reach	Name of the Beat Details of shoals	Chainages (in Km)	No. of Shoals	Total Shoal Length (m)	Total Shoal Length (m) where Dredging is less than 1m
1	Katwa – Palassey	345-371	7	3,586	2030
2	Palassey - Chaurigacha	371-400	9	2,295	2090
3	Chaurigacha - Berhampur	400-421	7	2,906	2910
4	Berhampur – Mohammadpur	421-449	4	2,381	2370
5	Mohammadpur - Nasirpur	449-479	12	3,531	3280
6	Nasirpur – Jangipur Lock	479-505	3	700	700



	7	Jangipur Lock – Farrakka Lock	505-544	2	370	370
		<b>Subtotal</b>		<b>44</b>	<b>15,769</b>	<b>13,750</b>
<b>9. Dredging</b>	<p>Dredging is to be carried out with suitable Cutter Suction Dredgers having capacity of minimum 250 cum solids per hour in shallow patches. Cutter suction dredgers can also be supported by backhoe dredgers, water injection dredgers (WIDs) and plough dredgers. Maintenance of a navigation channel of 45 m width with natural slope throughout the stretches as specified maybe achieved by the combination of dredging and bandalling system or other suitable river conservancy measures.</p> <p>The maintenance methodology shall be determined by the selected Service Provider taking into account the nature of the river and other environmental characteristics, including the nature, location and size of shoals, and the contract period.</p> <p>Sufficient number of qualified manpower should be deployed by the Service Provider on the dredgers and other equipment and on other works throughout the contract period at his cost.</p>					
<b>10. Dredgers</b>	<p>The service provided may deploy any numbers and sizes of dredgers to achieve the work requirement.</p> <p>Service Provider shall mobilize additional resources like dredger, equipment, etc. at his cost for maintaining the assured depth of 3.0 m and channel width of 45 m in the entire stretch during the entire contract period of 3 years.</p> <p>In case of slow progress of work, the Engineer-in-charge may direct Service Provider to deploy additional dredgers for completion of the work in time and in such case Service Provider may mobilize additional dredgers without any cost to the Employer.</p> <p>If the dredger goes out of order, the Service Provider shall arrange for suitable replacements.</p> <p>Service Provider shall not be eligible for payment of costs involved in shifting the dredger and its accessories from one shoal to another shoal or from one area to another area in Farakka-Katwa sector of NW-1.</p>					
<b>11. Navigational Aids (day Channel Marking)</b>	<p>i. Specified day channel markings are an essential component of navigation through the channel which is to be maintained by the Service Provider under this contract. Service Provider is advised to acquaint himself adequately with various types of channel marks specified by IWAI under regulation for Prevention of collision of national waterways regulations, 2002.</p> <p>ii. The inspection of the navigational channel for certifying the maintenance of assured LAD will also be carried out in the channel thus marked by the Service Provider. The inland vessels (the end users) also use these channel marks as standard guiding aids for safe navigation.</p>					

iii. The number and type of aids to navigation to be provided shall be based on the volume of traffic and degree of risk associated with navigation on the river route. Further, minimum number of day navigational marks is to be erected in the maintained channel during the lean and flood season are 220 & 110 respectively in the way it is safe for navigation and can be easily identified as navigation route by the end users during their course of navigation without any assistance.

iv. The contract shall also include the maintenance of navigational aids to navigation delineating river fairways.

v. The Service Provider will also be required to deploy its own pilots for assisting cargo and passenger / tourist vessels for their movement based on written request by the end users. For this, the Service Providers can charge the fee from the users as per IWAI's regulation.

vi. In case any cargo vessel is grounded due to inadequacy of depths or channel marking, the service provider shall make arrangement for rescue of the vessels by providing rescue tugs at his own cost.

EIC has the right to take appropriate action if the contractor fails to satisfy EIC about number type and quality of channel markings or if an end user complains in writing with Prima facie evidence about absences, inadequacy or mistakes in channel marking erected by the contractor under this contract.

Some important aspects of channel marking to be erected and maintained by the Service Provider to meet the requirements of this contract are as following:

A. The responsibility of the contract includes erection, supervision, safe keeping, re - erection and maintenance of the channel marks and other allied works and the provision of all labour, materials, mechanized boats, temporary works and everything whether of a temporary or permanent nature required for safe navigation as specified or reasonably to be inferred from the contract.

B. For marking the channel, the 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 sectors at Service Provider's own cost.

C. Marks shall have to be erected at suitable places as per requirement of E-I-C or his representative and also as per Enclosure-3 herewith. In case, any marks are placed wrongly the same shall be rectified by the Service Provider at his own cost.

D. The Service Provider shall at his risk and cost, make all arrangements for locating the navigable channels, sand chars, snags, etc., by means of regular soundings along the river and change the position of the marks to indicate the navigable channel by the end users during operating in the stretch.

E. 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. In case of additional requirement of marks, the Service Provider shall erect the same without additional cost.

F. The Service Provider 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 in the bid. No extra claim in this regard shall be entertained once the contract has been awarded. The marks shall be maintained during the entire contract period. The material used for channel marking thereafter shall have to be removed by the Service Provider at his risk & cost.

G. Bamboo Harauti 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. The marks shall be driven properly by using wooden hammer up to at least (one) 1 meter below the ground level. Submerged sand chars, submerged high banks and other possible navigational obstructions shall be duly marked Beginning and end of a channel through chars shall be prominently marked using bamboo poles with bamboo mats reinforced with bamboo strips for being located. These shall also be painted with lime. 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 Enclosure 3.

H. The navigable channel shall be 45 m wide and 3.0 m deep throughout the year. Marks shall be erected after taking measurement across the river by marked bamboo poles.

I. Navigational channel in the crossing from one bank to another shall be marked with transit marks. Where straight reach is available, marking shall be placed at longer distance but shall be visible from first mark. For marking the main channel passing through the shoal / chars the marks shall be erected in water close to the main navigational channel.

J. All snags shall be marked with proper care. 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 these special marks (as mid water snag marks, left & right-hand snag marks) are being used which may be seen in Enclosure-3. 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 litre empty oil tin painted red, tied with a wire rope & sunk by a sinker.

K. 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 monitored by the Engineer-in-charge or its representatives. The Engineer-in-charge's decision as to the quality of such materials and work shall be final and binding on the Service Provider.

The Service Provider shall bear full responsibility for the intimation to the Engineer-in-charge forthwith of any accident and take all necessary action required under relevant Acts and Rules, Marine Rules etc., as the case may be. The Service Provider shall also report such accidents to the Competent Authority wherever such reports are required under rules. The Engineer-in-charge or his representative must however, be informed immediately in the event of any marine accident. The Service Provider should also bear full responsibility for all

	accident, damages or injury caused to any of the Employer's employees, cause of which is established to be attributable to the Service Provider's carelessness or negligence.
<b>12. Day Channel Marking</b>	<p>Some important aspects of channel marking to be erected and maintained by the Service Provider to meet the requirements of this contract are as follows: -</p> <p>A. The responsibility of the contract includes erection, supervision, safe keeping, re - erection and maintenance of the channel marks and other allied works and the provision of all labour, materials, mechanized boats, temporary works and everything whether of a temporary or permanent nature required for safe navigation as specified or reasonably to be inferred from the contract.</p> <p>B. For marking the channel, the 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 sectors at Service Provider's own cost.</p> <p>C. Marks shall have to be erected at suitable places as per requirement of E-I-C or his representative and also as per Enclosure-3 herewith. In case, any marks are placed wrongly the same shall be rectified by the Service Provider at his own cost.</p> <p>D. The Service Provider shall at his risk and cost, make all arrangements for locating the navigable channels, sand chars, snags, etc., by means of regular soundings along the river and change the position of the marks to indicate the navigable channel by the end users during operating in the stretch.</p> <p>E. 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. In case of additional requirement of marks, the Service Provider shall erect the same without additional cost.</p> <p>F. The Service Provider 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 in the bid. No extra claim in this regard shall be entertained once the contract has been awarded. The marks shall be maintained during the entire contract period. The material used for channel marking thereafter shall have to be removed by the Service Provider at his risk &amp; cost.</p> <p>G. Bamboo Harauti 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. The marks shall be driven properly by using wooden hammer up to at least (one) 1 meter below the ground level. Submerged sand chars, submerged high banks and other possible navigational obstructions shall be duly marked Beginning and end of a channel through chars shall be prominently marked using bamboo poles with bamboo mats reinforced with bamboo strips for being located. These shall also be painted with lime. 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 Enclosure 3.</p>

	<p>H. The navigable channel shall be 45 m wide and 3.0 m deep throughout the year. Marks shall be erected after taking measurement across the river by marked bamboo poles.</p> <p>I. Navigational channel in the crossing from one bank to another shall be marked with transit marks. Where straight reach is available, marking shall be placed at longer distance but shall be visible from first mark. For marking the main channel passing through the shoal / chars the marks shall be erected in water close to the main navigational channel.</p> <p>J. All snags shall be marked with proper care. During the flood a number of trees, trunks &amp; other permanent structures which are uprooted in the U/S of the river, flows down &amp; get stranglers at marking places even some time in the main channel. For safety of navigation, these obstructions known as snags should be detected first &amp; marks properly. For this special marks (as mid water snag marks, left &amp; right hand snag marks) are being used which may be seen in Enclosure-3. 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 litre empty oil tin painted red, tied with a wire rope &amp; sunk by a sinker.</p> <p>K. 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 monitored by the Engineer-in-charge or its representatives. The Engineer-in-charge's decision as to the quality of such materials and work shall be final and binding on the Service Provider.</p> <p>The Service Provider shall bear full responsibility for the intimation to the Engineer-in-charge forthwith of any accident and take all necessary action required under relevant Acts and Rules, Marine Rules etc., as the case may be. The Service Provider shall also report such accidents to the Competent Authority wherever such reports are required under rules. The Engineer-in-charge or his representative must however, be informed immediately in the event of any marine accident. The Service Provider should also bear full responsibility for all accident, damages or injury caused to any of the Employer's employees, cause of which is established to be attributable to the Service Provider's carelessness or negligence.</p>
<p><b>13. Bandalling</b></p>	<p>The Service Provider shall for the purpose of maintenance of the required LAD and channel bottom width, undertake erection and maintenance of bandals as under, in addition to dredging works and other methods that may be employed by him.</p> <p>i) Bandals of required length are erected at shoal sites to increase the depth of main channel for the purpose of navigation or to maintain desired depth in dredged channel. It will include 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.</p> <p>ii) Bandals are 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 placed at 30 degree to 45 degree angle to the</p>

direction of current driving bamboo poles. The bamboo mats are 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 the drawings given in Enclosure 1 & 2. 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

iii) New harauti/ Jati bamboo of 18-23 cm circumference at 45 cm from the bottom and 7 to 7.5 m long are used for horizontal, vertical and side support. The vertical bamboo pins are driven in proper line with spacing of 60 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. and For 30 m – 80 Nos.**

iv) New bamboo mats 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 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 generally are as under:

<b>For 30 m</b>	<b>For 15 m</b>
Bamboo mats - 56 nos. Coir string (thick) - 10 kgs. Coir string (thin) – 5 kgs.	Bamboo mats - 28 nos. Coir string (thick) - 5 kgs. Coir string (thin) – 2.5 kgs.

The bandals of specified length can be erected at the sites as per requirement to maintain the navigational channel/depth.

v) Erected / re-erected bandals are maintained depending upon the requirements. 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 re-erected at other alignment.

vi) During maintenance period, materials of bandal (e.g. bamboo, bamboo mats, coir strings) is changed due to decay of material only.

vii) For effective bandalling, sufficient anticipated amount of materials (e.g. bamboo, bamboo mats, coir string) is generally be stored at each bandal site so that during maintenance materials may be replaced without any loss of time. Replacement of decayed mats is completed at shortest period and no part of bandal is kept without mats at any time.

viii) Sometimes it may be observed that the required depth of main channel is achieved at any shoal by erecting bandals, but after a period of time, continuing the bandals is no longer considered necessary. In that case the erected bandals are required to be removed.

ix) Re-erection of bandal at new places is done 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, by substituting whatsoever may be found damaged in the process of re- erection.

	<p>x) Adequate number of boats / logistics are arranged by for erection and maintenance of the bandals at each site are to be arranged by the Service Provider. Service Provider may use power boats/ launches for timely erection and proper maintenance of bandal.</p> <p>The above details of bandals are given only for the guidance of Service Provider. However, the Service Provider is free to alter the specification of bandals. In fact Service Provider is also free to employ every other method of aid for maintenance of targeted LAD. This may include any type of temporary or semi-permanent river training works. It is to be reiterated that for performance of this contract or for payments to be made under the contract the only objective / measurement to be made is the LAD recorded on specified joint inspections and not either the quantity of dredging or bandalling or channel marking or anything else. But if the Service Provider wishes to employ any other method (other than traditional dredging or bandalling), he has to request for the same with sufficient details and obtain written permission from Engineer-in-charge for every innovative work. If such works are found prima facie practical, they will be accepted and encouraged.</p>
<p><b>14. Monitoring</b></p>	<p>Monitoring shall be undertaken by the Employer. This shall be done directly and through an appointed Supervision Consultant (TSSC-III). This may also include monitoring by placing survey sounders on select merchant ships passing through the part of the route. Any supervision and monitoring shall not relieve the Service Provider of his obligations under the Contract, including his duty to make his own surveys.</p>
<p><b>15. Clearances (Horizontal &amp; Vertical)</b></p>	<p>The Service Provider shall inspect and ascertain himself details of horizontal &amp; vertical clearances available at bridges/locks etc. within the National Waterway from the view point of safe mobilization / demobilization of their various equipment to the specified dredging locations.</p> <p>The Service Provider shall be liable to bear the expenditure of all manpower, material and equipment required for all the related work. No extra claim in this regard shall be entertained once the contract has been awarded.</p>
<p><b>16. Disposal of Dredged Materials</b></p>	<p>Disposal of dredged materials would be effected into the free -stream of the river / on the banks /into the nearby redundant channels at a least distance of 150-200 m from the navigation channel. The disposal locations should be positioned to avoid material working its way back into the dredged channel by taking such precautions as, disposing into faster flowing water, downstream and to the side of the working dredger.</p> <p>If required, temporary dykes shall be constructed for holding the material as directed by the Engineer-in-charge.</p> <p>In case the Service Provider intends to dispose of the dredged materials on banks outside the river after obtaining necessary permission from Engineer-in-charge and also from the land owner(s) and the concerned Department of the state govt of Bihar (Forest/Mining/Revenue) for dumping the material on their lands.</p>

	Expenditure involved in such disposal including payment to the land owner(s) for dumping the material on their lands shall be borne by the Service Provider.
<b>17. Material Obtained from Excavation and Treasure, Trove, Fossils Etc.</b>	<p>Material of any Kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge.</p> <p>However, if any of the materials thus obtained from excavation on the site is such as can be used in the execution of work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provide the same is found suitable and is approved by the Engineer-in-Charge.</p> <p>Fossils, coins, articles of value, structures and other remains of things of geological or archaeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent is labor or any other person from removing or damaging any such article or things and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.</p>
<b>18. Survey Vessel</b>	<p>The survey vessel shall have:</p> <p>Sufficient size and stability to safely and properly carry out the survey work under the prevailing site conditions;</p> <p>Good maneuverability, even at low speeds of 1 to 2 knots</p> <p>Ample space for instruments, recorders, etc.;</p> <p>Day accommodation for two men of the EIC - Engineer's staff, besides the normal crew and Contractor's own surveyors;</p> <p>A helmsman experienced in survey work;</p> <p>Adequate radio communication between all persons concerned in the surveys;</p> <p>Facility for operation of Automated Hydrographic Survey System (AHSS)</p>
<b>19. Multi Beam Echo Sounder</b>	<p>Multi Beam Echo Sounder</p> <p>The digital echo sounder for hydrographic surveys shall in principle be operated in the 210 kilo Hertz range (narrow beam transducer). It shall not be permitted for any reason to use a lower operational frequency of the echo sounder for the Post-dredging survey than that has been used for the Pre-dredging survey. The digital echo sounder shall have an accuracy of not less than 0.1 m.</p> <p>At the start of each hydrographic survey, the AHSS is to be calibrated to the specified accuracy. To this effect, the Contractor shall establish a fixed point (or fixed points) with known coordinates such that the survey boat can easily be positioned with the transducer of the echo-sounder always in the same position relative to the calibration point.</p>
<b>20. Environmental Management Plan</b>	The Service Provider shall be required to dispose of dredged materials complying with environmental consideration as detailed under Environmental Management Plan, which has been published on IWAI's website ( <a href="http://www.iwai.nic.in">http://www.iwai.nic.in</a> ) and same is appended to the bidding document as Annexure D
<b>21. Other Conditions</b>	Mobilization / Demobilization charges for the dredgers and its accessories and other logistics for survey/ inspection/works etc. should be inbuilt in the bid by the Service Provider. No additional payment/ claim in this regard will be considered.



- (a) Normal barge and vessels/crafts movement in the channel shall not be interrupted by the dredging operation.
- (b) No idle time charges shall be payable to the Service Provider on any account during the contract period.
- (c) The Service Provider shall arrange at its own cost the transits, buoys, lights, mooring etc. as required for dredging and also for cautioning other vessels in the waterway.
- (d) The Engineer-in-charge or his representative will inspect, co- ordinate and measure the work as per the contract condition. He has the right to inspect at any time during the contract period besides the specified schedule of inspections.
- (e) The Service Provider shall provide the Engineer-in-Charge or his representative boat/ survey launch from shore to dredger and back to shore and movement in the stretch for inspection & supervision.
- (f) The Service Provider may execute the work round the clock and on all days including Sundays and Public Holidays with the permission of the Engineer-in-charge in writing excepting National Holidays and subject to such restrictions as may be imposed by State Govt./local body.
- (g) If the Service Provider's personnel or any outside labour employed to work during execution of contract, breaks or damages/destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground etc. during the period of agreement, the same shall be made good by the Service Provider at his own expenses or in default the Employer may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the Service Provider.
- (h) Any dispute with the local fishermen, for removal of fishing nets, stakes, from the channel to be dredged shall be solved by the Service Provider.  
However, on request the Employer may extend the assistance for solving the issues only through the concerned official / dept. of the state or local bodies.
- (i) Service Provider shall pay special attention for identification of disposal sites with a view to ensure uninterrupted dredging operation and plan in advance disposal details ahead of location of dredger. In the event of non-availability of dumping site, Employer shall not be responsible for delays caused in the dredging operation / maintenance of navigational channel.
- (j) In case obstructions like concrete piles, structures of fishing nets, plastic debris, fallen trees, sunken boats etc. are encountered, those will be removed by the Service Provider and no extra payment on this account shall be admissible to the Service Provider.
- (k) In case of any local objections against dredging or disposal of dredged spoils, it has to be settled by the Service Provider. However, on request, Employer will extend liaison/ help to the Service Provider to approach concerned officials of State Administration.
- (l) If the maintenance of navigational channel is stopped continuously for more than 3 days due to law and order, Service Provider has to report to the same to the Engineer-in-charge and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work. In case of delay in work, the Engineer-in-charge may take suitable decision without affecting the main objective of the project.

	<p>(m) The Service Provider shall adopt adequate precaution and measures such as construction of temporary protection etc. during the dredging operation, to avoid any collapse/ damages to the existing bank. Protection work of the dredged area shall be at its own cost.</p> <p>(n) The Service Provider 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 Engineer-in-charge or his representative may direct. Until the same shall be raised and removed, the Service Provider shall display at night search lights and do all such things for the safe navigation as may be directed by the Engineer-in-charge. In the event of the Service Provider not carrying out the obligations imposed upon him by this clause, the Engineer-in-charge shall raise and remove the same (without prejudice to the right of the Employer to hold the Service Provider liable) and the Service Provider shall pay to the Employer 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 Service Provider from his obligation under this clause to raise and remove the same.</p> <p>(o) During execution of the work if any environmental degradation occurs, consequent on dumping of dredged material or any other reason the same shall be undone or necessary mitigation measures to the satisfaction of Engineer-in-charge by the Service Provider at his cost, without claiming any additional payment from Employer.</p> <p>(p) Any changes incurred on testing of the dredged material, testing/ analysing the quality of water for adopting environmental safeguards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the Service Provider. No additional charges on any such account shall be payable by the Employer.</p>



# ANNEXURE – A

## Farakka - Tribeni 351 Km

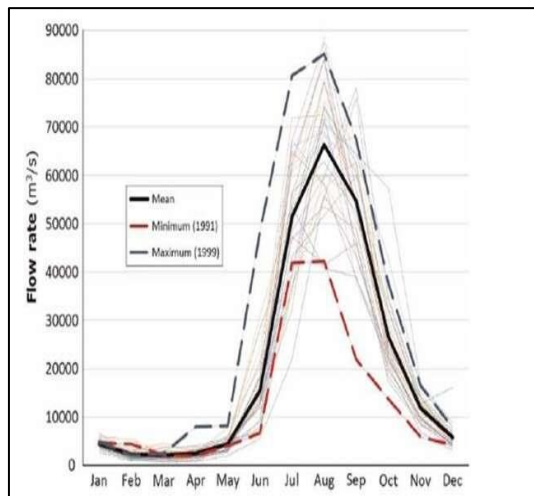
The report “Status on River Ganga: State of the Environment and Water Quality” from the National River Conservation Directorate (2009) provides useful information in terms of understanding water discharges along the upstream reaches of NW-1. The report presents water discharges with a probability of exceedance of 50%, 10% and 90% at 6 stations: Allahabad, Mirzapur, Varanasi, Buxar, Patna and Azamabad during the low flow season. It also presents average post-monsoon flows (in October-November), average flows in December-February and in March-May periods. These values are summarized in below.

Table A- 1: Characteristic discharges obtained from the National River Conservation Directorate (2009) report

Flow regime Discharge (m <sup>3</sup> /s)	Allahabad	Mizarpur	Varanasi	Buxar	Patna	Azamabad
Q50 (flow with 50% probability of exceedance) during low season	300	300	300	450	1050	1400
Q90 (flow with 90% probability of exceedance) during low season	175	175	175	250	600	1050
Q10 (flow with 10% probability of exceedance) during low season	450	450	450	600	1600	2000
Average in October-November	2000	2200	2400	3100	5500	9500
Average in December-February	500	500	500	750	1300	2200
Average in March-May	400	400	400 <td>500</td> <td>1000</td> <td>1500</td>	500	1000	1500

Source: The National River Conservation Directorate, Ministry of Environment and Forests, Government of India (2009)

Farakka Barrage, with a length of 2.2 km and about 15 km from the border with Bangladesh, regulates the flow of the River Ganga diverting some of the water into the 42 km long Feeder Canal linking with the Bhagirathi River downstream towards Kolkata. The navigation lock at Farakka, as well as the Feeder Canal, are part of the Farakka Barrage Project and become the link between the Bhagirathi-Hugli system and the main River Ganga upstream of the Farakka Barrage



The existing agreement between India and Bangladesh, includes specific water allocation rules during the low flow season. The treaty establishes that during the period January – May water shall be shared alternatively through the Farakka Barrage on a 10 day cycle in each month by both countries.

Data extracted from Jeuland et al (2013) shows the historical flows at Farakka for the period 1969-2001

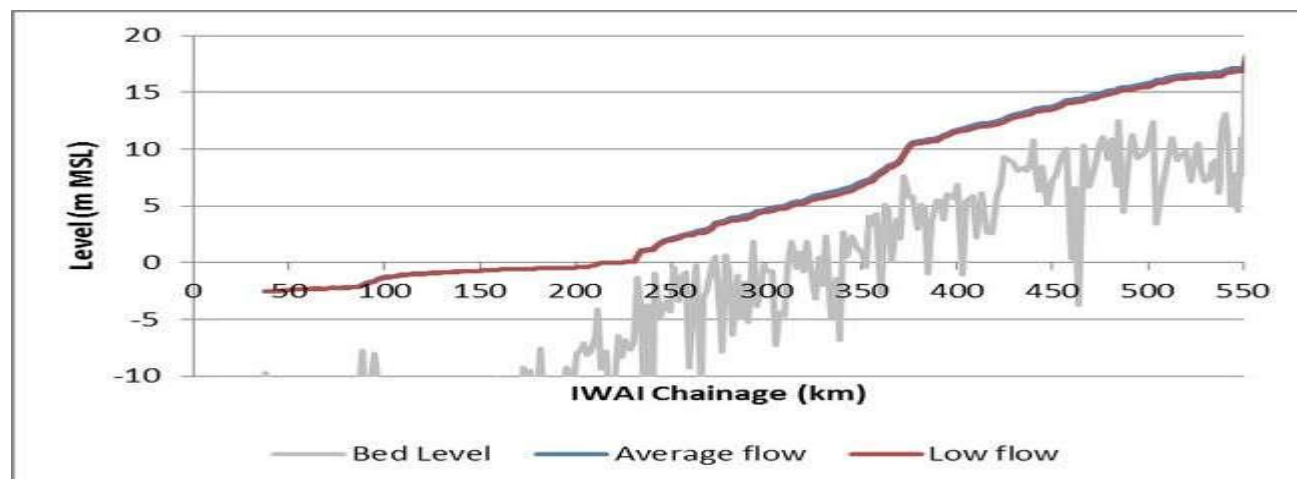
Source: The National River Conservation Directorate, Ministry of Environment and Forests, Government of India (2009)

# 1 Water Levels

The 1D model has been run for the whole waterway from Allahabad to Haldia. The model has been run considering the following discharges from Allahabad to Farakka:

- The average dry season flow;
- The 1 in 2 year low flow (50% annual probability of occurrence)
- The 1 in 10 year low flow (10% annual probability of occurrence)

Water level results for the reach from Tribeni to Farakka are presented in figure below:



## 2.1 Analysis of LAD

Least Available Depth (LAD) available from Tribeni to Allahabad was analysed to get an understanding of the variations of water depths. Data for the period April 2002 to June 2015 was used to build probability curves of LAD. The probability curves for the reaches between Barh-Doriganj are shown in Figure A-2. The curves show the percentage of the years where LAD value lower than the value shown in the graph.

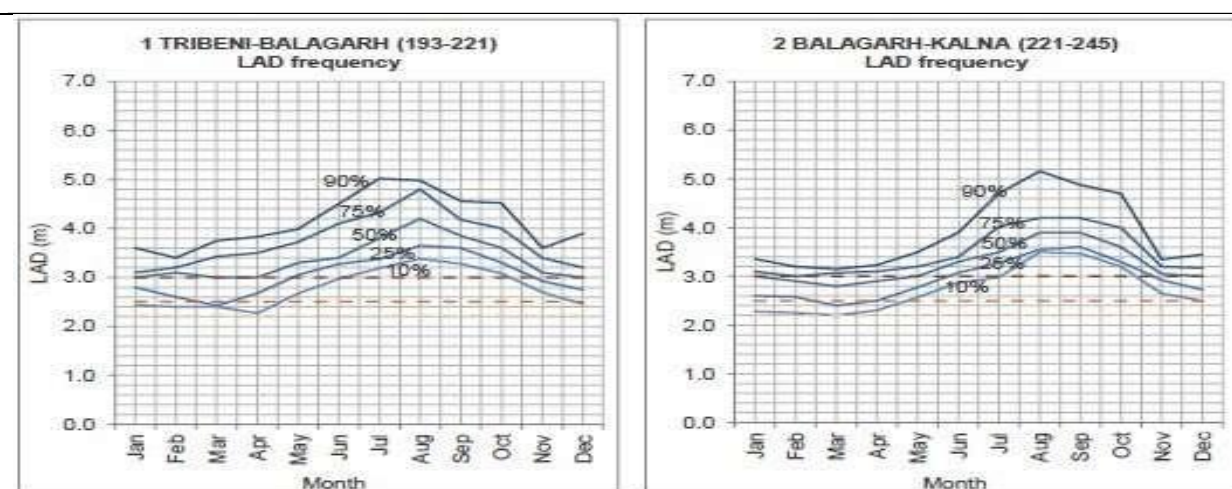


Figure 1: Reach 1 Tribeni – Balagarh LAD frequency curves

Figure 2: Reach 2 Balagarh – Kalna LAD frequency curves

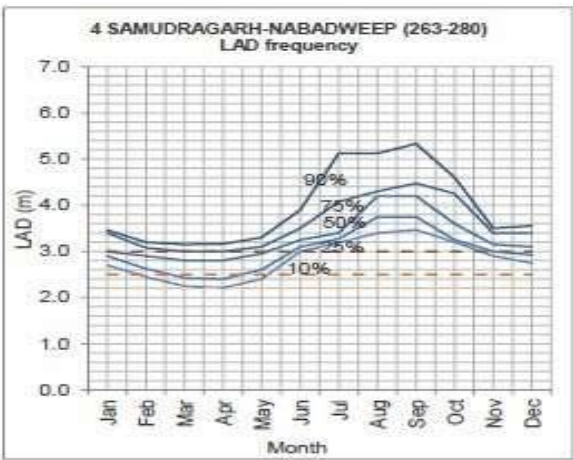
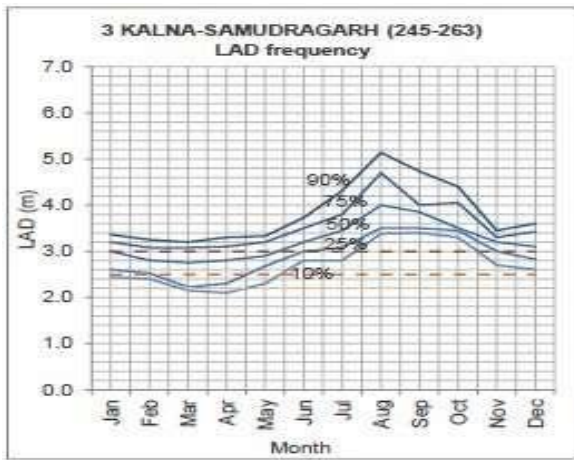


Figure 3: Reach 3 Kalna - Samudragarh LAD

Figure 4: Reach 4 Samudragarh - Nabadweep LAD

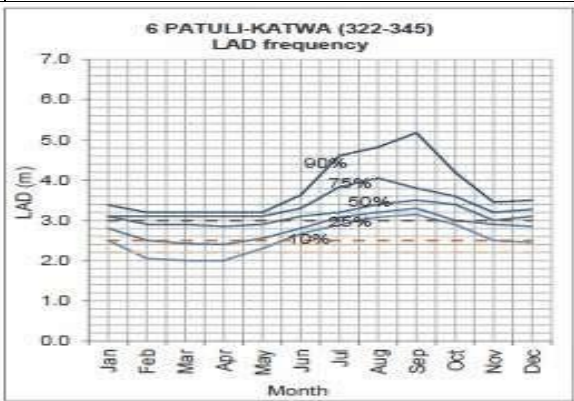
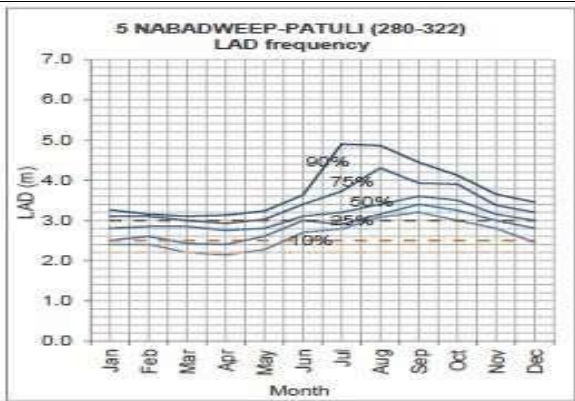


Figure 5: Reach 5 Nabadweep - Patuli LAD probability curves

Figure 6: Reach 6 Patuli - Katwa LAD probability curves

Figure 7: Reach 7 Katwa - Palassey LAD probability curves

Figure 8: Reach 8 Palassey - Chaurigacha LAD probability curves

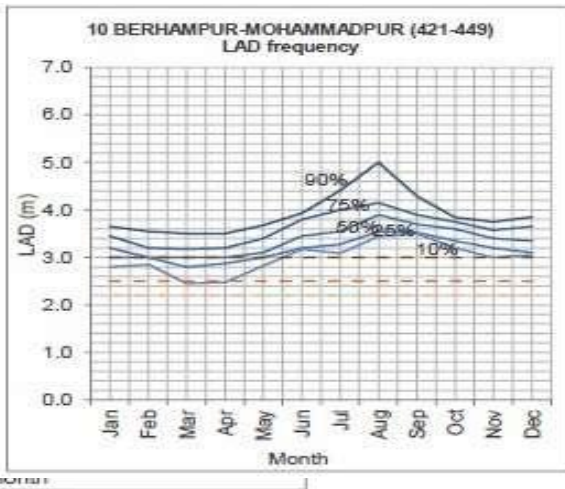
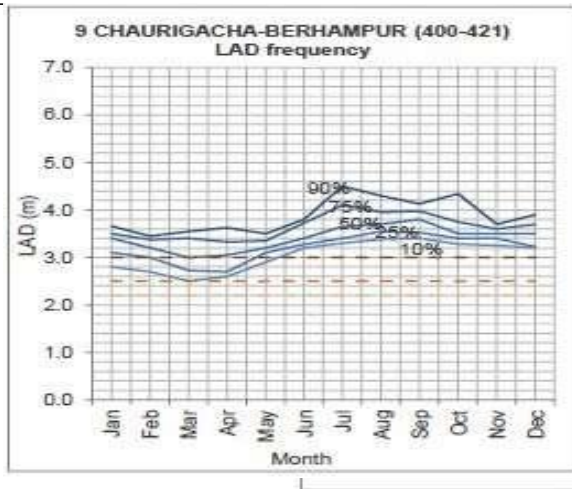


Figure 9: Reach 9 Chaurigacha - Berhampur LAD

Figure 10: Reach 10 Berhampur – Mohammadpur LAD

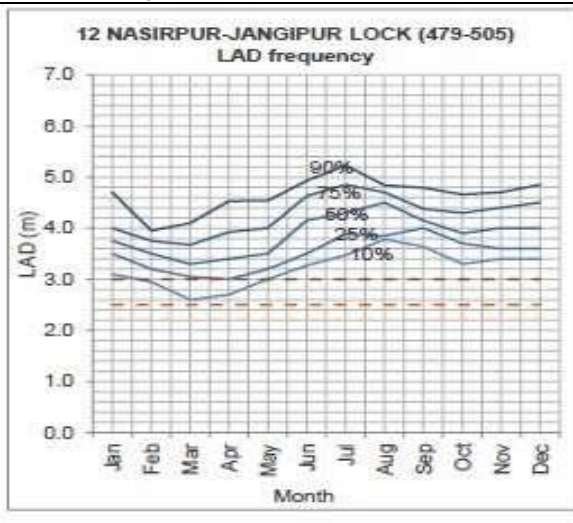
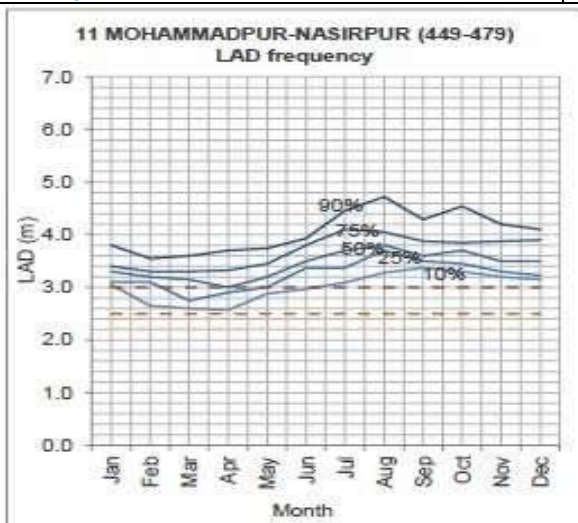


Figure 11: Reach 11 Mohammadpur - Nasirpur

Figure 12: Reach 12 Nasirpur – Jangipur Lock LAD

Figure 13: Reach 13 Jangipur Lock – Farrakka Lock LAD probability curves

**Figure A-1: Probability curves of LAD in Tribeni-Farakka**

This statistical information has also been analysed to show the periods when available water depths have a 50% probability to be lower than a certain value mentioned here. The information is presented in Table A- 1below.

**Table A- 1: 50% probability of LADs being lower than mentioned LAD (in metres)**

	Name	Chainage (km)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Tribeni – Balagarh	193-221	3.00	3.10	3.00	3.00	3.30	3.40	3.80	4.20	3.80	3.60	3.10	3.00
2	Balagarh – Kalna	221-245	3.00	2.90	2.80	2.90	3.00	3.30	3.50	3.95	3.90	3.60	3.05	3.05
3	Kalna - Samudragarh	245-263	3.00	2.80	2.75	2.80	2.90	3.20	3.60	4.00	3.80	3.50	3.20	3.10
4	Samudragarh-Nabadweep	263-280	3.00	2.90	2.80	2.80	2.95	3.25	3.40	4.20	4.20	3.70	3.20	3.10
5	Nabadweep – Patuli	280-322	2.80	2.85	2.85	2.75	2.80	3.10	3.30	3.50	3.70	3.50	3.10	3.00
6	Patuli – Katwa	322-345	3.10	2.90	2.90	2.85	2.90	3.10	3.20	3.40	3.50	3.30	3.00	3.05
7	Katwa – Palassey	345-371	2.80	2.65	2.50	2.50	2.70	3.00	3.00	3.50	3.40	3.10	2.80	2.80
8	Palassey - Chaurigacha	371-400	2.90	2.95	2.80	2.90	3.00	3.10	3.10	3.40	3.40	3.20	3.05	3.00
9	Chaurigacha - Berhampur	400-421	3.40	3.20	3.00	3.05	3.20	3.40	3.70	3.70	3.80	3.55	3.50	3.50
10	Berhampur– Mohammadpur	421-449	3.20	3.00	3.00	3.00	3.10	3.45	3.60	3.95	3.70	3.60	3.40	3.30
11	Mohammadpur - Nasirpur	449-479	3.30	3.20	3.15	3.00	3.20	3.50	3.70	3.80	3.50	3.70	3.50	3.50
12	Nasirpur – Jangipur Lock	479-505	3.75	3.50	3.30	3.40	3.50	4.15	4.30	4.50	4.20	3.95	4.00	4.00
13	Jangipur Lock – Farrakka Lock	505-544	2.70	2.50	2.50	2.30	2.50	2.85	2.80	2.80	2.70	2.75	3.00	2.80

Key 3.0m =< LAD

2.5m =< LAD <

2.2m =< LAD <

LAD < 2.2m

The different colours in show the range of minimum depths available. Green corresponds to the months when available depths are larger than 2.5 m. The table clearly shows the behaviour of water depths upstream of Doriganj. The LADs for the period

**Table A- 2: LAD for 2015 (in metres)**

	Name	Chainage (km)	Jan IFN	Jan IIFN	Feb IFN	Feb IIFN	Mar IFN	Mar IIFN	Apr IFN	Apr IIFN	May IFN	May IIFN	Jun IFN	Jun IIFN	Jul	Aug	Sep	Oct IFN	Oct IIFN	Nov IFN	Nov IIFN	Dec IFN	Dec IIFN		
1	Tribeni - Balagarh	193-221	3.1	3.7	3.3	3.1	3.0	3.7	3.2	3.5	3.3	3.3	4.2	4.1	4.8	4.1	3.2	N/A	3.5	3.1	3.5	3.0	3.2		
2	Balagarh - Kalna	221-245	3.1	3.3	3.0	3.0	3.0	3.3	3.3	3.5	3.2	3.5	3.4	3.4	4.1	4.0	3.4	N/A	3.7	3.0	3.3	3.3	3.2		
3	Kalna - Samudragarh	245-263	3.5	4.0	3.8	3.3	3.2	3.6	3.6	3.6	3.2	3.3	3.3	3.5	3.6	4.1	3.4	N/A	3.5	3.4	3.3	3.3	3.3		
4	Samudragarh - Nabadweep	263-280	3.4	3.2	3.4	3.3	3.2	3.6	3.3	3.5	3.3	3.3	3.4	3.9	3.6	4.2	3.6	N/A	3.8	3.5	3.2	3.2	3.1		
5	Nabadweep - Patuli	280-322	3.2	3.3	3.2	3.2	3.1	3.2	3.3	3.2	3.1	3.3	3.4	3.5	3.5	4.3	3.7	N/A	3.5	3.0	3.0	2.9	2.9		
6	Patuli - Katwa	322-345	3.2	3.2	3.3	3.2	3.1	3.3	3.3	3.3	3.1	3.2	3.1	3.3	3.5	4.0	3.1	N/A	3.2	2.9	3.0	2.9	2.8		
7	Katwa - Palassey	345-371	3.1	3.1	3.1	3.0	3.0	3.3	3.1	3.2	3.3	3.3	3.4	3.4	4.0	4.1	3.7	N/A	3.6	3.2	3.1	2.9	2.9		
8	Palassey - Chaurigacha	371-400	3.3	3.3	3.4	3.1	3.1	3.3	3.3	3.2	3.1	3.2	3.1	3.3	3.5	4.0	3.5	N/A	3.3	3.1	3.1	2.9	2.9		
9	Chaurigacha - Berhampur	400-421	3.7	3.6	3.9	3.4	3.5	3.9	3.8	4.0	3.5	3.4	3.8	4.1	3.7	4.2	3.9	N/A	3.6	4.1	3.6	3.4	3.5		
10	Berhampur – Mohammadpur	421-449	3.8	3.7	3.8	3.4	3.2	3.9	3.7	3.8	3.9	3.8	3.8	3.9	4.3	4.0	3.8	N/A	3.8	3.6	3.4	3.2	3.3		
11	Mohammadpur - Nasirpur	449-479	3.3	3.3	3.3	3.2	3.0	3.7	4.0	3.7	3.8	3.9	3.9	3.5	3.8	4.1	3.5	N/A	3.7	3.5	3.3	3.3	3.2		
12	Nasirpur – Jangipur Lock	479-505	4.1	4.8	4.6	4.2	3.3	4.7	4.9	4.9	5.0	5.0	5.0	4.9	4.7	4.5	4.6	N/A	4.4	4.0	4.2	4.0	4.0		
13	Jangipur Lock – Farrakka Lock	505-544	3.2	3.2	3.2	3.2	2.8	3.1	3.1	3.1	3.3	3.2	3.2	3.3	3.0	3.4	3.0	N/A	3.0	3.0	3.0	2.7	2.7		
			3.0m =< LAD			2.5m =< LAD < 3.0m			2.2m =< LAD < 2.5m				LAD < 2.2m												



**Table A- 4: LAD for 2014 (in metres)**

	Name	Chainage (km)	Jan IFN	Jan IIFN	Feb IFN	Feb IIFN	Mar IFN	Mar IIFN	Apr IFN	Apr IIFN	May IFN	May IIFN	Jun IFN	Jun IIFN	Jul	Aug	Sep	Oct IFN	Oct IIFN	Nov IFN	Nov IIFN	Dec IFN	Dec IIFN
1	Tribeni - Balagarh	193-221	3.2	3.6	2.9	3.1	3.0	3.1	3.5	3.5	3.2	3.7	3.7	3.3	4.1	3.3	3.6	4.0	N/A	3.3	3.4	3.1	3.1
2	Balagarh - Kalna	221-245	2.8	3.0	2.9	2.9	3.0	3.2	3.1	3.1	3.2	3.4	3.3	3.3	3.5	3.5	3.6	3.4	N/A	3.3	3.1	3.1	3.1
3	Kalna - Samudragarh	245-263	3.3	3.2	3.2	3.0	3.0	3.1	3.0	3.0	3.2	3.1	3.1	3.4	3.3	3.5	3.5	3.3	N/A	3.5	3.8	3.7	3.5
4	Samudragarh - Nabadweep	263-280	2.9	3.2	2.9	2.9	3.0	2.9	3.0	3.1	3.0	3.1	3.1	3.2	3.6	3.8	3.6	3.3	N/A	3.1	3.4	3.5	3.6
5	Nabadweep - Patuli	280-322	3.0	3.0	2.9	2.9	2.9	2.9	3.1	3.0	3.0	3.0	3.1	3.1	3.3	3.1	3.5	3.3	N/A	3.1	3.1	3.1	3.2
6	Patuli - Katwa	322-345	3.1	3.0	3.0	3.0	3.0	3.5	3.1	3.0	3.1	3.1	3.1	3.1	3.2	3.0	3.5	3.2	N/A	3.0	3.3	3.2	3.1
7	Katwa - Palassey	345-371	2.9	2.8	3.0	3.0	3.0	3.0	3.1	3.0	3.0	3.1	3.2	3.3	3.2	3.4	3.6	3.3	N/A	3.0	3.0	3.0	3.1
8	Palassey - Chaurigacha	371-400	2.9	3.0	3.1	3.1	3.1	3.1	3.1	3.0	3.1	3.1	3.1	3.2	3.1	3.4	3.5	3.2	N/A	3.2	3.1	3.1	3.2
9	Chaurigacha - Berhampur	400-421	3.5	3.6	3.3	3.3	3.5	3.6	3.6	3.3	3.2	3.2	3.1	3.2	3.5	3.6	3.4	3.4	N/A	3.6	3.5	3.9	3.6
10	Berhampur – Mohammadpur	421-449	2.9	2.9	3.0	3.1	3.2	3.0	2.9	2.9	2.7	3.3	3.2	3.5	3.6	3.7	3.9	3.8	N/A	3.5	3.8	3.8	3.8
11	Mohammadpur - Nasirpur	449-479	3.4	3.3	3.1	3.2	3.5	3.3	3.2	2.9	3.1	3.3	3.5	3.3	3.4	3.3	3.5	3.6	N/A	3.4	3.4	3.2	3.2
12	Nasirpur – Jangipur Lock	479-505	3.4	4.0	3.8	3.2	3.8	4.3	4.1	3.7	3.6	3.5	3.3	4.1	4.3	4.5	4.7	4.9	N/A	4.8	4.9	4.7	4.4
13	Jangipur Lock – Farrakka Lock	505-544	2.8	2.8	2.8	2.8	3.0	2.9	2.6	2.5	2.6	4.3	4.6	3.1	3.1	3.0	3.0	3.2	N/A	3.1	3.0	3.0	3.0
	3.0m =< LAD	2.5m =< LAD < 3.0m	2.2m =< LAD < 2.5m		LAD < 2.2m																		

**Table A- 4: LAD for 2013 (in metres)**

	Name	Chainage (km)	Jan IFN	Jan IIFN	Feb IFN	Feb IIFN	Mar IFN	Mar IIFN	Apr IFN	Apr IIFN	May IFN	May IIFN	Jun IFN	Jun IIFN	Jul	Aug	Sep	Oct IFN	Oct IIFN	Nov IFN	Nov IIFN	Dec IFN	Dec IIFN
1	Tribeni - Balagarh	193-221	3.9	N/A	4.5	3.5	3.8	3.5	3.2	3.5	3.9	5.3	4.1	4.0	3.9	3.7	3.7	N/A	3.8	3.1	3.5	3.0	3.1
2	Balagarh - Kalna	221-245	3.4	N/A	3.2	3.2	3.1	3.5	3.1	3.1	3.5	3.5	3.4	3.3	4.1	3.5	3.2	N/A	4.0	3.1	3.0	3.4	3.1
3	Kalna - Samudragarh	245-263	3.3	N/A	3.5	3.1	3.1	3.1	3.1	3.1	3.3	3.2	3.2	3.2	3.6	3.5	3.6	N/A	4.2	3.1	3.1	3.5	3.7
4	Samudragarh - Nabadweep	263-280	3.3	N/A	3.1	3.1	3.1	3.0	2.9	2.8	2.9	3.0	3.2	3.2	3.2	4.3	3.2	N/A	4.0	2.9	2.9	2.8	2.8
5	Nabadweep - Patuli	280-322	3.3	N/A	3.2	3.1	3.0	3.0	2.9	2.9	3.0	3.1	3.2	3.1	3.7	3.6	3.7	N/A	4.6	3.2	3.4	2.9	3.0
6	Patuli - Katwa	322-345	3.5	N/A	3.2	3.1	3.1	3.0	2.9	2.9	3.2	3.2	3.3	3.1	3.3	3.4	3.3	N/A	4.2	2.9	2.9	3.0	3.0
7	Katwa - Palassey	345-371	3.3	N/A	3.1	3.0	3.0	3.0	2.9	2.9	3.0	3.0	3.1	3.0	3.0	3.4	3.0	N/A	3.3	2.8	2.8	2.7	2.8
8	Palassey - Chaurigacha	371-400	3.3	N/A	3.4	3.0	3.0	3.4	3.0	2.9	3.4	3.2	3.2	3.1	3.6	3.9	3.6	N/A	4.2	2.9	3.0	3.0	3.1
9	Chaurigacha - Berhampur	400-421	3.4	N/A	3.2	3.2	3.2	3.4	3.1	3.0	3.5	3.2	3.5	3.2	3.9	4.3	3.9	N/A	4.5	3.5	3.7	3.6	3.9
10	Berhampur – Mohammadpur	421-449	3.0	3.2	3.5	3.2	3.3	3.1	3.1	3.0	3.5	3.2	3.9	3.7	3.5	4.2	3.5	N/A	4.0	3.3	3.1	3.4	3.1
11	Mohammadpur - Nasirpur	449-479	3.1	3.2	3.5	3.3	3.2	3.2	3.1	3.0	3.2	3.2	3.7	3.6	4.2	4.1	4.2	N/A	3.8	3.4	3.3	3.9	3.5
12	Nasirpur – Jangipur Lock	479-505	3.6	4.0	3.5	3.6	3.4	3.6	3.5	3.1	3.9	4.2	4.7	4.9	4.4	5.0	4.4	N/A	5.2	4.1	4.1	4.9	3.8
13	Jangipur Lock – Farrakka Lock	505-544	3.6	3.0	3.0	3.0	3.0	3.0	3.0	2.9	3.1	3.0	3.2	3.2	3.3	3.4	3.3	N/A	3.3	3.1	3.1	3.1	3.0

Key ;

3.0m =< LAD	2.5m =< LAD < 3.0m	2.2m =< LAD < 2.5m	LAD < 2.2m
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**Table A- 4: LAD for 2012 (in metres)**

	Name	Chainage (km)	Jan IFN	Jan IIFN	Feb IFN	Feb IIFN	Mar IFN	Mar IIFN	Apr IFN	Apr IIFN	May IFN	May IIFN	Jun IFN	Jun IIFN	Jul	Aug	Sep	Oct	Oct	Nov	Nov	Dec	Dec
1	Tribeni - Balagarh	193-221	3.1	3.0	3.2	3.4	3.5	3.2	3.0	3.5	3.8	3.5	3.4	5.1	4.1	5.6	4.7	4.2	N/A	3.3	3.9	4.4	3.3
2	Balagarh - Kalna	221-245	3.2	2.8	3.0	2.8	3.1	3.1	3.1	3.1	3.2	3.1	3.4	3.9	4.0	4.2	4.1	3.9	N/A	3.3	3.6	3.5	3.1
3	Kalna - Samudragarh	245-263	3.2	3.0	2.9	2.8	3.0	3.5	3.1	3.3	3.4	3.4	3.6	3.7	3.7	3.9	3.5	3.5	N/A	3.4	3.3	3.1	3.1
4	Samudragarh - Nabadweep	263-280	3.0	3.0	2.9	2.2	2.7	3.0	3.1	3.3	3.2	3.3	3.4	3.7	3.4	3.7	5.0	3.6	N/A	3.4	3.2	3.1	3.1
5	Nabadweep - Patuli	280-322	3.2	3.0	3.0	2.5	3.0	3.2	3.1	3.1	3.2	3.1	3.4	3.7	3.6	3.7	3.7	3.8	N/A	3.7	3.6	3.3	3.2
6	Patuli - Katwa	322-345	3.1	3.1	2.7	2.0	3.0	3.3	3.1	3.1	3.2	3.2	3.1	3.6	3.2	3.0	3.3	3.4	N/A	3.5	3.3	3.1	3.2
7	Katwa - Palassey	345-371	3.0	3.0	2.7	2.0	2.5	3.2	2.8	3.0	3.3	3.1	3.2	3.4	3.5	3.1	3.4	3.1	N/A	2.8	2.6	3.2	3.2
8	Palassey - Chaurigacha	371-400	2.6	2.6	2.7	2.7	2.7	2.8	3.1	3.5	3.3	3.0	3.3	3.6	3.7	3.5	3.4	3.2	N/A	3.4	3.1	3.0	3.1
9	Chaurigacha - Berhampur	400-421	2.8	2.8	2.7	2.0	2.5	2.8	3.2	3.5	3.2	3.2	3.2	3.8	3.6	3.7	3.4	3.4	N/A	3.4	3.4	3.5	3.5
10	Berhampur – Mohammadpur	421-449	2.2	2.6	2.7	2.5	2.8	3.0	3.0	3.0	3.1	3.0	3.0	3.1	3.4	3.2	3.3	3.2	N/A	3.0	3.0	3.0	3.1
11	Mohammadpur - Nasirpur	449-479	2.5	2.5	2.7	2.7	3.0	3.1	3.0	3.6	3.2	3.0	3.0	3.8	3.7	3.2	3.7	3.6	N/A	3.5	3.3	3.1	3.4
12	Nasirpur – Jangipur Lock	479-505	2.9	2.9	3.1	2.9	3.0	3.2	3.3	3.9	3.0	3.2	3.3	4.6	4.2	4.2	4.3	4.3	N/A	3.6	4.0	4.1	3.6
13	Jangipur Lock – Farrakka Lock	505-544	2.0	2.5	2.0	1.7	2.5	2.8	2.8	2.8	2.8	2.8	3.0	3.1	3.2	3.1	3.2	3.1	N/A	3.0	3.0	3.0	3.1

Key ;

3.0m =< LAD	2.5m =< LAD < 3.0m	2.2m =< LAD < 2.5m	LAD < 2.2m
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**Table A- 4: LAD for 2011 (in metres)**

Name	Chainage (km)	Jan I/FN	Jan	Feb I/FN	Feb I/FN	Mar I/FN	Mar	Apr I/FN	Apr I/FN	May I/FN	May	Jun I/FN	Jun I/FN	Jul	Aug	Sep	Oct I/FN	Oct	Nov I/FN	Nov I/FN	Dec I/FN	Dec
1 Tribeni - Balagarh	193-221	3.6	3.4	3.4	3.2	3.2	4.1	4.6	4.7	3.6	4.2	5.1	4.1	3.6	3.4	4.1	3.1	3.1	3.1	3.6	3.2	3.2
2 Balagarh - Kalna	221-245	3.6	3.4	3.2	3.2	3.1	2.9	3.1	3.2	3.0	4.0	4.6	3.9	3.5	5.1	3.9	3.2	3.2	3.4	3.2	3.2	3.2
3 Kalna - Samudragarh	245-263	3.3	3.4	3.2	3	3.0	2.7	2.9	3.3	3.4	3.1	4.3	4.5	3.2	5.3	3.8	3.4	3.4	3.2	3.2	3.2	3.2
4 Samudragarh - Nabadweep	263-280	3.5	3.5	3.2	3.1	3.0	2.6	2.8	3.0	3.1	3.6	3.9	3.1	3.3	4.2	3.9	3.2	3.2	3.4	3.4	3.4	3.4
5 Nabadweep - Patuli	280-322	3.1	3.5	3.1	3.1	3.1	2.7	2.7	3.5	3.3	3.3	4.4	3.3	3.1	3.6	3.5	3.3	3.3	3.2	3.2	3.4	3.5
6 Patuli - Katwa	322-345	3.5	3.5	3.1	3.1	3.1	2.7	2.9	3.2	3.0	3.0	4.4	3.5	3.2	5.7	4.1	3.5	3.5	3.5	3.4	3.5	3.3
7 Katwa - Palassey	345-371	3.1	3.2	2.8	2.8	2.7	2.5	2.5	2.9	3.0	3.0	4.2	3.3	3.0	5.3	4.1	3.2	3.2	2.8	2.8	2.8	2.8
8 Palassey - Chaurigacha	371-400	3.1	3.1	3	3.1	2.8	2.5	2.8	3.0	3.1	3.1	3.8	4.0	3.2	4.3	4.1	3.2	3.2	3.3	3.2	3.0	3.0
9 Chaurigacha - Berhampur	400-421	3.5	3.5	3.3	3.1	2.8	2.6	2.7	3.0	3.1	3.1	4.3	3.8	3.2	4.0	4.2	3.3	3.3	3.6	3.6	3.3	3.3
10 Berhampur – Mohammadpur	421-449	3.5	3.3	3	3	3.0	2.5	2.7	3.0	3.4	3.1	4.2	3.9	3.1	5.1	4.1	3.6	3.6	3.7	3.8	3.4	3.3
11 Mohammadpur - Nasirpur	449-479	3.5	3.3	3.2	3.2	3.2	2.7	3.0	3.3	3.8	3.5	4.7	3.6	3.1	5.1	3.3	3.7	3.7	3.2	3.8	3.8	3.6
12 Nasirpur – Jangipur Lock	479-505	3.8	4.0	3.6	3.6	3.6	3.3	3.0	4.0	4.1	3.9	5.3	4.2	3.5	5.1	5.0	3.7	3.7	3.5	3.6	4.2	3.7
13 Jangipur Lock – Farrakka Lock	505-544	3.1	3.0	2.5	2.3	2.1	1.4	1.4	2.0	2.0	2.2	3.2	3.2	3.2	3.7	3.3	3.1	3.1	3.8	4.0	2.7	2.7

Key ;

3.0m =< LAD	2.5m =< LAD < 3.0m	2.2m =< LAD < 2.5m	LAD < 2.2m
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**Table A- 4: LAD for 2010 (in metres)**

Name	Chainage (km)	Jan I/FN	Jan I/FN	Feb I/FN	Feb I/FN	Mar I/FN	Mar I/FN	Apr I/FN	Apr I/FN	May I/FN	May I/FN	Jun I/FN	Jun I/FN	Jul	Aug	Sep	Oct I/FN	Oct I/FN	Nov I/FN	Nov I/FN	Dec I/FN	Dec I/FN
1 Tribeni - Balagarh	193-221	3.1	3.0	3.4	3.2	3.1	3.6	3.9	3.0	4.4	3.9	3.4	4.0	3.7	4.5	4.2	4.5	N/A	3.4	3.6	3.4	4.2
2 Balagarh - Kalna	221-245	3.0	3.0	3.0	3.0	2.6	2.5	3.0	2.7	3.0	3.0	3.0	3.4	3.4	4.0	3.8	3.2	N/A	3.2	3.2	3.3	3.5
3 Kalna - Samudragarh	245-263	3.0	3.0	3.0	2.5	2.1	1.5	2.1	2.0	2.3	2.8	3.0	3.0	2.8	3.5	3.4	3.3	N/A	3.4	3.2	3.5	3.5
4 Samudragarh - Nabadweep	263-280	3.4	3.4	3.0	3.0	2.4	2.3	3.0	3.0	2.8	2.6	3.1	3.5	3.0	4.0	3.7	3.2	N/A	3.7	3.3	3.4	3.6
5 Nabadweep - Patuli	280-322	3.2	3.0	3.1	2.9	2.5	2.0	2.6	2.5	2.7	2.2	3.0	3.1	3.0	3.4	3.2	3.2	N/A	3.2	3.2	3.2	3.1
6 Patuli - Katwa	322-345	3.1	3.1	3.0	2.8	2.8	2.0	3.0	2.4	2.2	2.3	2.5	2.8	2.6	3.1	3.5	3.1	N/A	3.0	3.2	3.2	3.2
7 Katwa - Palassey	345-371	3.0	3.0	3.0	3.0	2.4	1.5	2.2	1.6	2.3	2.2	2.5	3.2	2.9	3.2	3.1	3.1	N/A	3.3	3.2	3.1	3.1
8 Palassey - Chaurigacha	371-400	3.0	3.0	3.0	3.0	2.6	2.0	3.0	2.2	3.0	2.5	3.0	3.3	3.1	3.4	3.3	3.0	N/A	3.1	3.3	3.3	3.1
9 Chaurigacha - Berhampur	400-421	3.8	3.5	3.2	3.0	2.8	2.2	3.0	2.2	3.3	2.8	3.3	3.6	3.6	3.8	3.4	3.0	N/A	3.3	4.0	3.5	3.5
10 Berhampur – Mohammadpur	421-449	3.0	3.2	3.0	3.0	2.5	2.0	2.9	2.1	3.4	3.0	3.5	3.4	3.0	3.8	3.6	3.1	N/A	3.6	3.4	3.5	3.2
11 Mohammadpur - Nasirpur	449-479	3.4	3.3	3.7	3.0	2.9	2.6	3.0	2.2	3.0	3.2	3.5	3.9	3.6	3.8	3.5	3.1	N/A	3.7	4.1	3.9	4.0
12 Nasirpur – Jangipur Lock	479-505	3.7	3.1	3.9	3.2	3.3	2.3	3.0	2.5	4.2	3.2	3.8	4.4	3.8	4.8	4.0	3.7	N/A	3.4	4.0	4.8	4.5
13 Jangipur Lock – Farrakka Lock	505-544	3.0	3.0	3.0	2.7	2.0	1.9	1.9	1.9	2.2	1.8	2.6	2.6	2.6	2.8	2.6	3.0	N/A	3.0	3.2	3.0	3.1

Key ;

3.0m =< LAD	2.5m =< LAD < 3.0m	2.2m =< LAD < 2.5m	LAD < 2.2m
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**Table A- 4: LAD for 2006 (in metres)**

	Name	Chainage (km)	Jan IFN	Jan IFN	Feb IFN	Feb IFN	Mar IFN	Mar IFN	Apr IFN	Apr IFN	May IFN	May IFN	Jun IFN	Jun IFN	Jul IFN	Jul IFN	Aug IFN	Aug IFN	Sep IFN	Sep IFN	Oct IFN	Oct IFN	Nov IFN	Nov IFN	Dec IFN	Dec IFN
1	Tribeni - Balagarh	193-221	2.8	2.8	3.1	2.4	2.4	2.5	2.1	2.9	2.9	2.7	3.1	3.4	3.1	4.9	4.9	4.6	3.7	5.6	3.7	2.9	2.8	2.9	2.9	2.7
2	Balagarh - Kalna	221-245	3.1	3.1	3.1	2.1	2.1	2.4	1.8	2.7	2.4	2.6	3.5	3.1	2.8	4.8	4.1	3.6	3.9	5.9	4.0	3.7	3.2	3.0	2.8	2.7
3	Kalna - Samudragarh	245-263	3.2	3.1	3.1	2.4	2.0	2.6	1.8	2.8	2.3	2.8	3.8	3.1	2.8	5.5	4.4	4.7	4.7	5.3	4.1	3.5	3.2	3.1	3.0	2.7
4	Samudragarh - Nabadweep	263-280	3.4	3.0	3.0	2.5	2.2	2.7	1.9	2.7	2.5	2.7	4.2	3.1	3.3	4.8	4.2	4.3	4.5	6.1	4.6	3.0	3.0	3.0	3.0	2.7
5	Nabadweep - Patuli	280-322	2.4	2.4	2.6	2.1	1.8	2.6	1.5	2.5	2.2	2.6	3.5	2.7	2.5	4.9	4.3	4.3	3.7	5.3	3.8	3.0	3.0	3.0	3.0	2.8
6	Patuli - Katwa	322-345	3.0	3.0	2.8	2.1	1.6	2.6	1.5	2.8	2.4	2.6	3.7	2.7	3.2	4.7	3.2	3.2	3.0	6.5	3.7	3.5	3.0	3.0	3.0	2.8
7	Katwa - Palassey	345-371	2.8	2.8	2.8	2.0	1.6	2.2	1.5	2.5	2.3	2.5	2.7	2.4	2.7	4.7	3.9	3.9	3.5	4.4	3.1	2.6	2.8	2.6	2.5	2.4
8	Palassey - Chaurigacha	371-400	3.2	3.2	3.2	2.0	2.2	2.7	2.2	3.1	2.5	2.7	2.9	2.6	2.8	4.5	3.7	3.4	3.3	4.9	3.2	3.1	3.0	3.0	2.8	2.8
9	Chaurigacha - Berhampur	400-421	3.5	3.1	3.0	2.5	2.5	2.7	1.8	3.0	2.5	2.9	3.4	3.1	3.3	4.0	3.3	3.7	3.8	5.0	3.5	3.6	3.5	3.5	3.2	3.0
10	Berhampur – Mohammadpur	421-449	3.8	3.2	3.0	2.5	2.4	3.5	2.2	3.5	3.1	3.9	3.2	3.0	3.3	3.7	3.1	4.4	3.7	3.8	3.6	3.8	3.7	3.7	3.3	3.5
11	Mohammadpur - Nasirpur	449-479	3.8	3.8	3.1	2.6	2.5	3.3	2.1	3.0	2.7	3.7	3.4	3.5	3.7	4.1	4.0	4.2	3.7	4.2	4.0	4.5	4.2	4.4	4.1	3.6
12	Nasirpur – Jangipur Lock	479-505	4.5	4.8	3.3	3.0	3.2	3.3	2.9	3.6	3.5	3.1	4.2	4.0	4.3	4.7	4.7	4.8	4.2	4.7	4.6	4.4	4.4	4.4	4.4	4.7
13	Jangipur Lock – Farrakka Lock	505-544	2.7	2.7	1.4	1.5	0.9	0.7	0.8	2.2	2.2	2.5	2.4	2.1	2.7	2.8	2.6	2.6	2.7	2.6	2.9	2.8	3.0	3.0	2.8	2.7

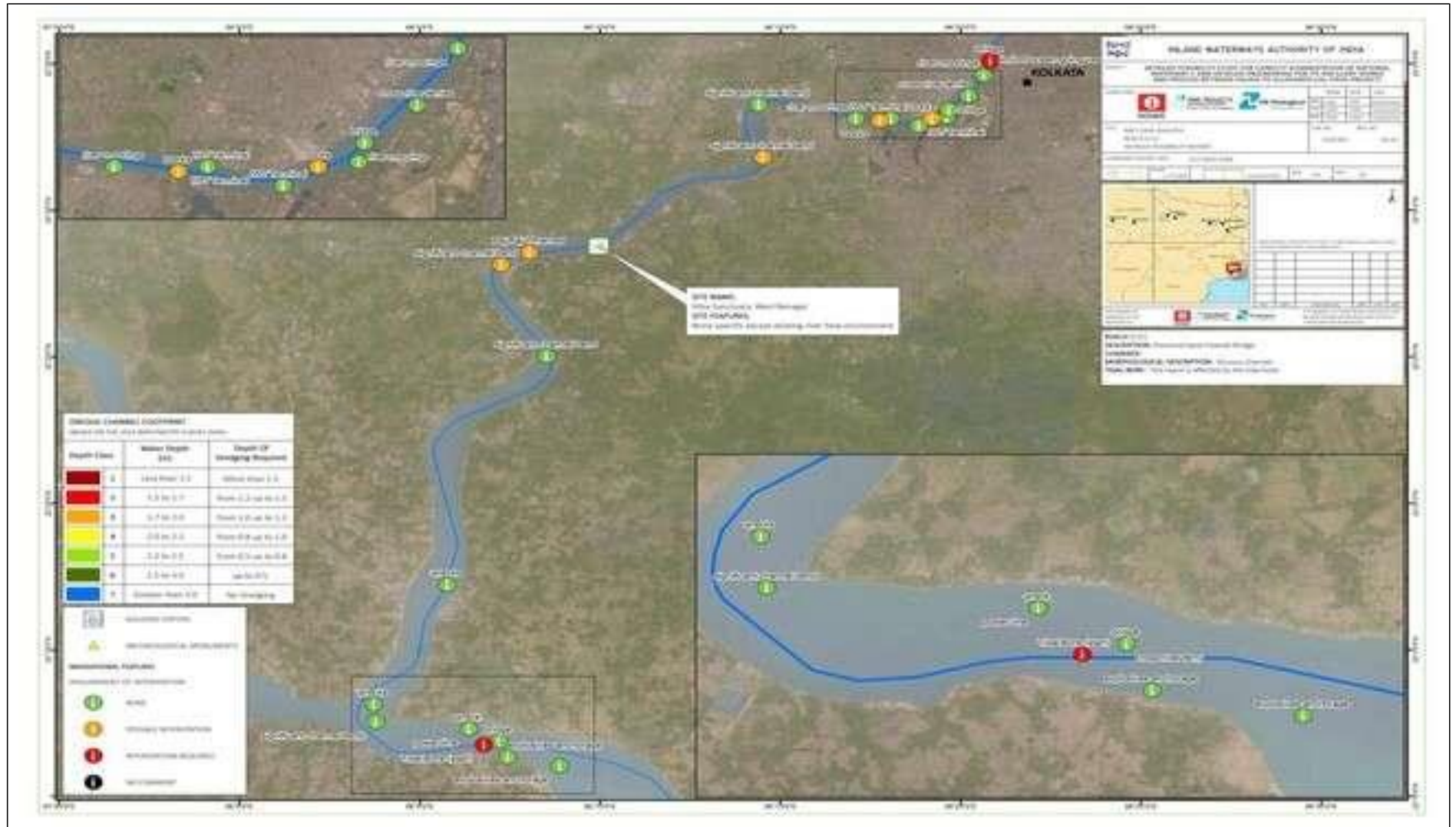
Key ;

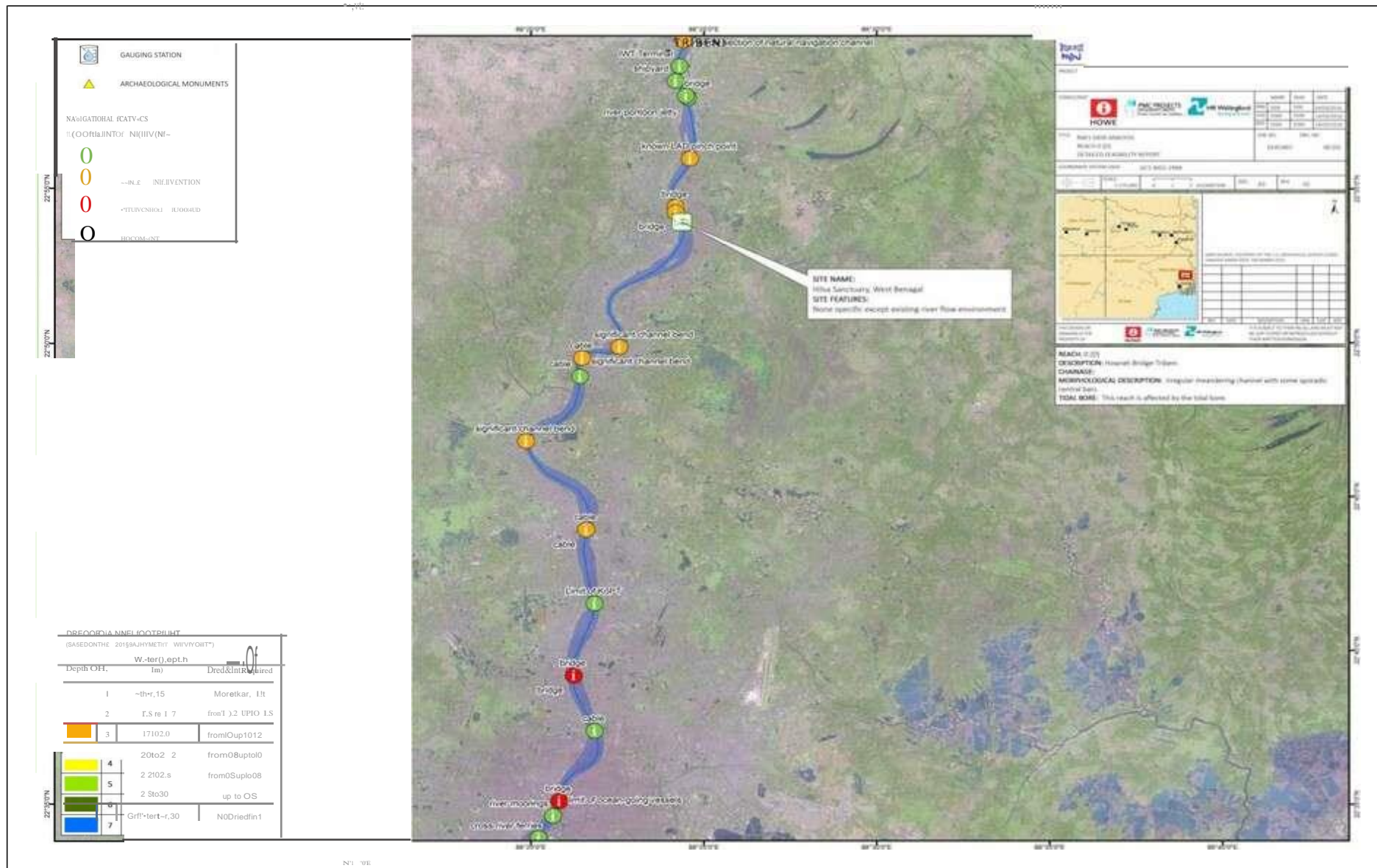
3.0m =< LAD	2.5m =< LAD < 3.0m	2.2m =< LAD < 2.5m	LAD < 2.2m
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# Annexure C: River Reach Figures: Farraka - Tribeni 351 Km












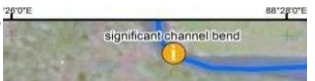




-  GAUGING STATION
-  ARCHAEOLOGICAL MONUMENTS

NAVIGATIONAL FEATURES  
REQUIREMENT OF INTERVENTION

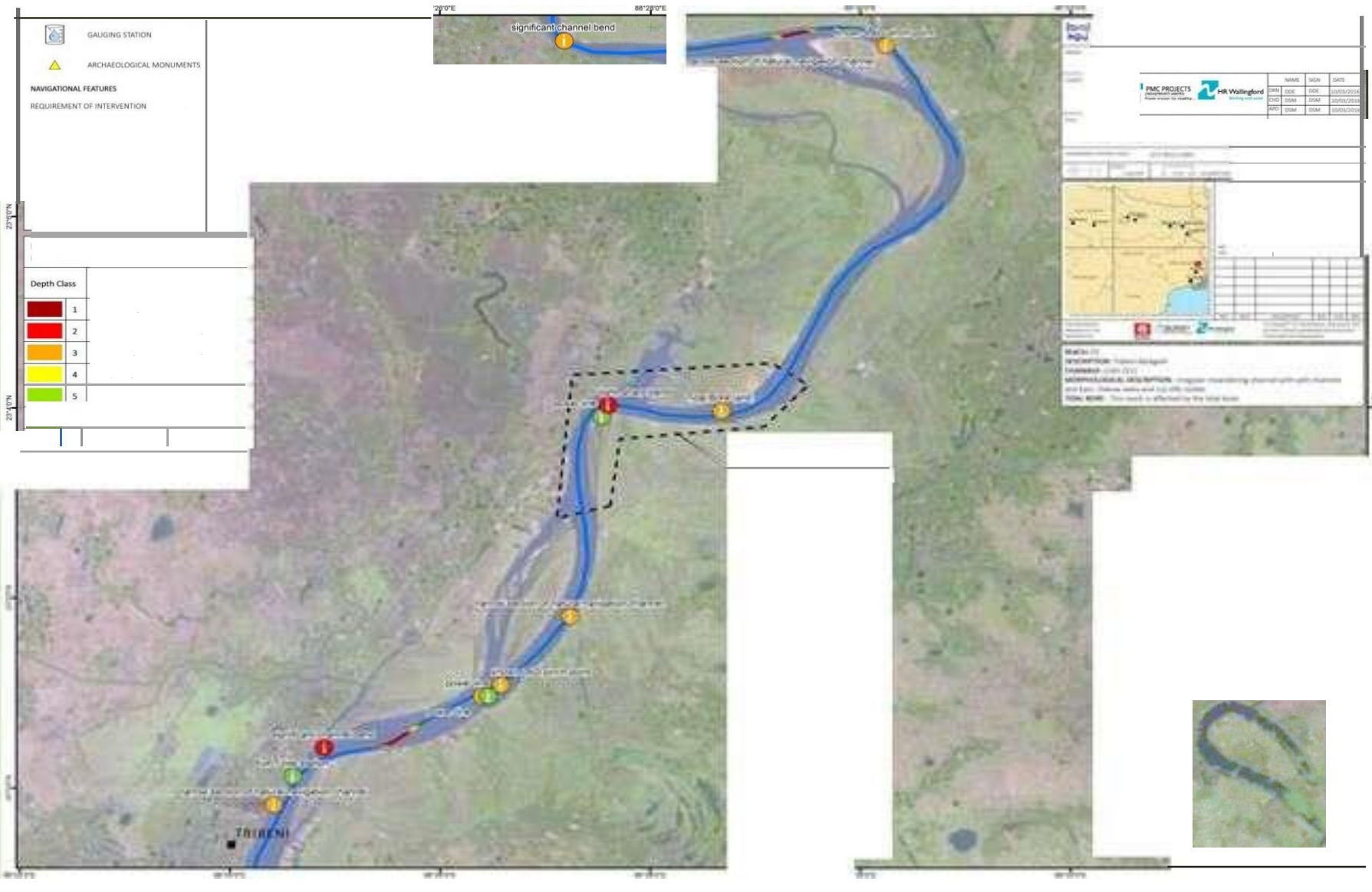
Depth Class	
	1
	2
	3
	4
	5



	NAME	IGN	DATE
DATA	DDM	DDM	DDMM/YY
CHD	DDM	DDM	DDMM/YY
APD	DDM	DDM	DDMM/YY



**WATER TO**  
**ARCHAEOLOGICAL MONUMENTS**  
**CHANNEL - 100% CIVIL**  
**ARCHAEOLOGICAL MONUMENTS** - regular monitoring channel with left channel  
 and 1 per channel side and top with marker  
**NOTE: 4000'** - This reach is affected by the local flow







- Navigation Markers**
- Red circle with '1': Navigation Marker
  - Yellow circle with '2': Navigation Marker
  - Green circle with '3': Navigation Marker
  - Black circle with '4': Navigation Marker

**INLAND WATERWAYS AUTHORITY OF INDIA**

Project: ...

Scale: 1:50,000

Map No: ...

Sheet No: ...

Revision: ...

Author: ...

Checked: ...

Approved: ...

Date: ...

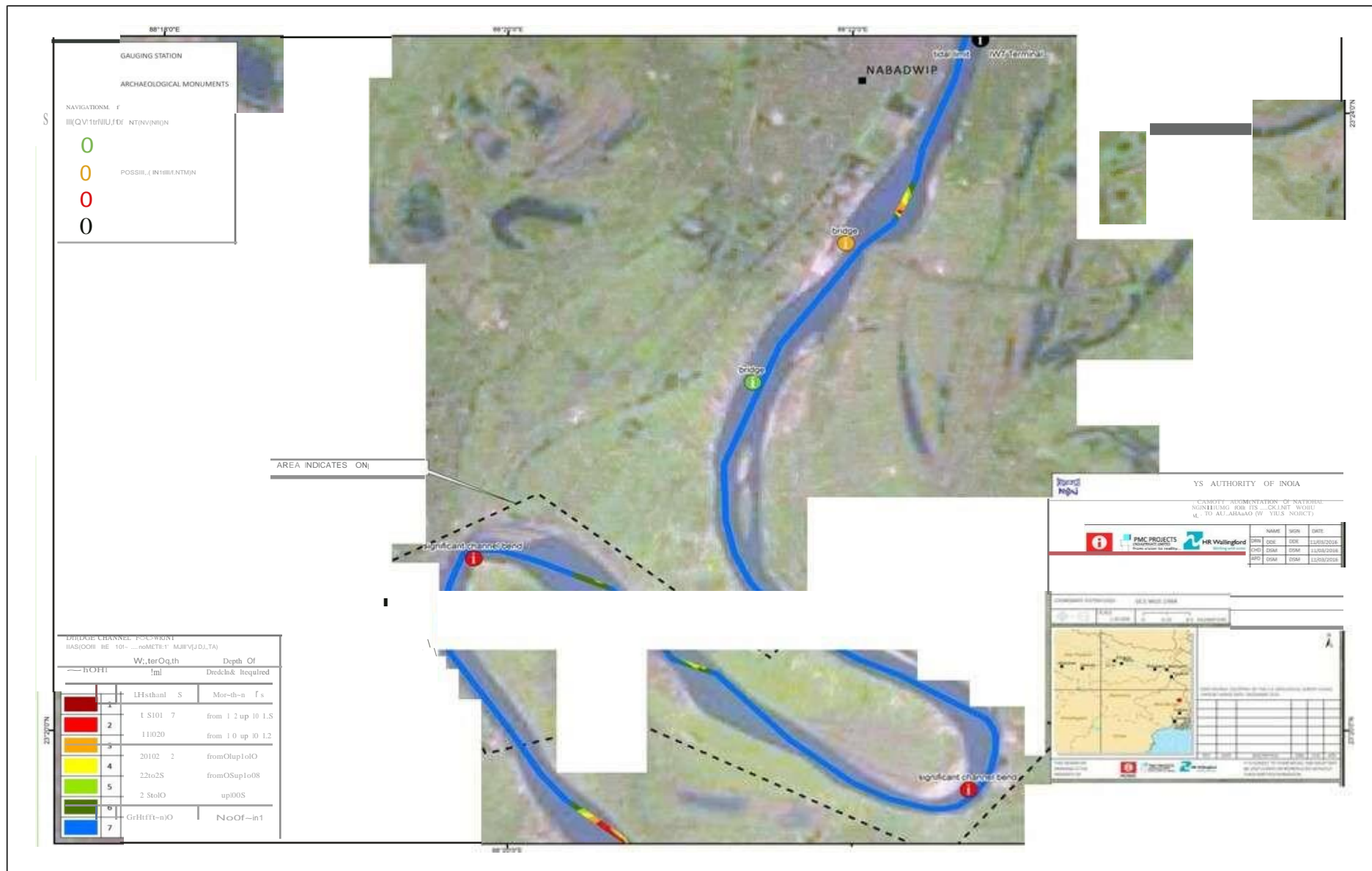
Location Map

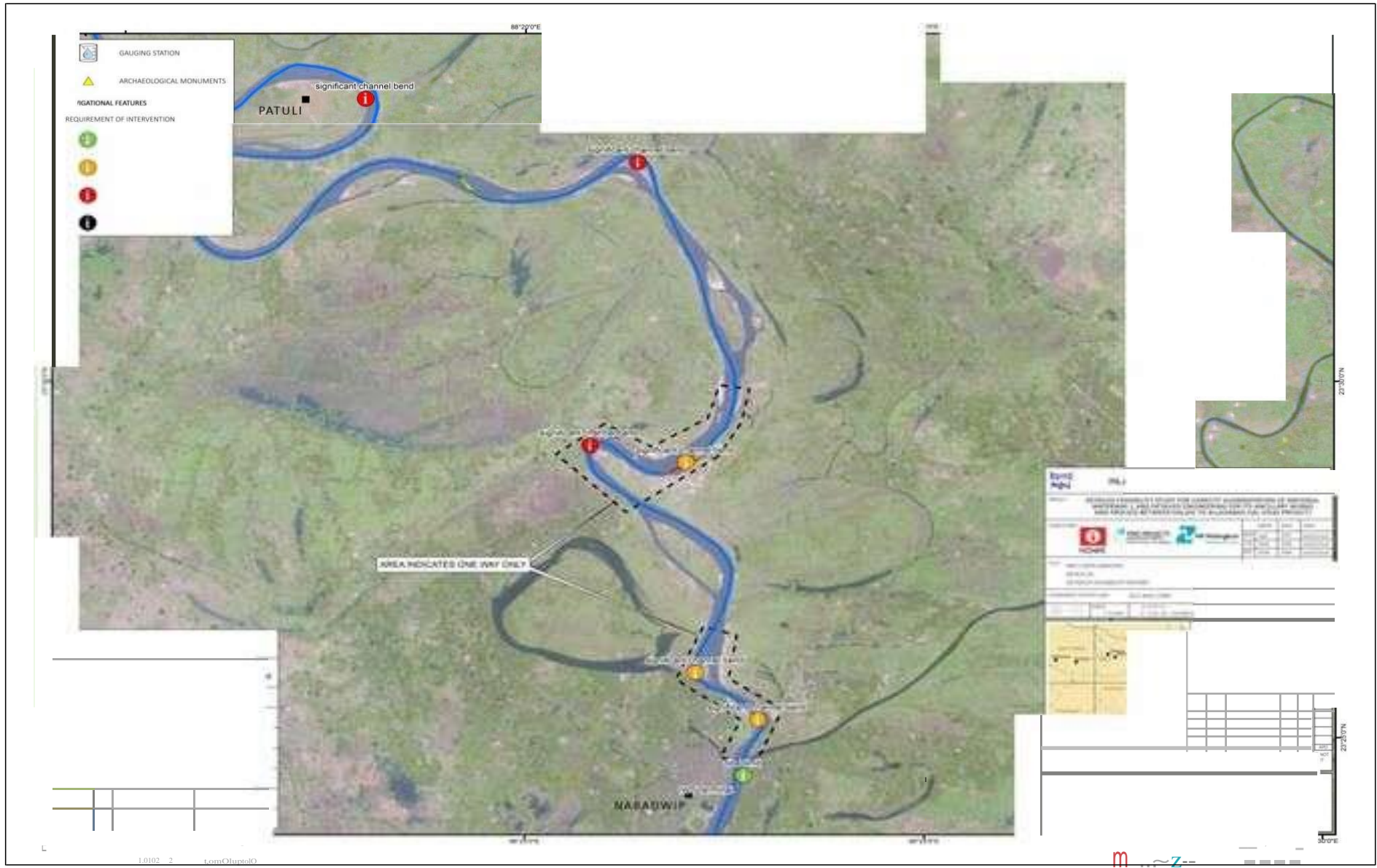
**Depth Class Legend**

Depth Class	Water Depth (m)	Depth-CP (Surveying Required)
Red	0.0 to 0.5	None
Orange	0.5 to 1.0	Depth CP up to 1.0
Yellow	1.0 to 1.5	Depth CP up to 1.5
Light Green	1.5 to 2.0	Depth CP up to 2.0
Dark Green	2.0 to 2.5	Depth CP up to 2.5
Blue	2.5 to 3.0	Depth CP up to 3.0
Dark Blue	3.0 to 4.0	None

AREA INDICATES ONE-WAY ONLY

KALNA





L 1.0102 2 fromOSupt008  
2.3o2.S fromOSupt008



## **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.

## 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,

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- (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 up to 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 Contractor<sup>27</sup>.
- 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

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<sup>27</sup>Based on Government Directives.

such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour 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 and Social (ES) 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**

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.



<b>public health and safety</b>	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 State 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.
<b>16 The Works to Be Completed by the Intended Completion Date</b>	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.
<b>17 Approval by the Project Manager</b>	<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>
<b>18 Safety</b>	18.1 The Contractor shall be responsible for the safety of all activities on the Site.
<b>19 Discoveries</b>	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.
<b>20 Possession of the Site</b>	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 <b>stated in the PCC</b> , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

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- 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.
- 22 Instructions, Inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 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.
- 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).
- 23 Appointment of the Adjudicator** 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.
- 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.
- 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.

## **24 Procedure for Disputes**

- 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 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.
- 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 is less than the quantity of the item in BOQ and is 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 along with 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 up to 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 up to 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 PCC 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<sub>n</sub>”[*Labour*], “E<sub>n</sub>”[*Equipment*], “M<sub>n</sub>”[*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<sub>o</sub>”, “E<sub>o</sub>”, “M<sub>o</sub>”, ....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 PCC**, 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.

- 45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations 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 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

#### **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 (*each instalment not less than Rs. 500,000*) 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 28 days from the date of issue of the Certificate of Completion.

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|----------------------------|------|--|
| <b>51. Dayworks</b>        | 51.1 | Not used.  |
| <b>52. Cost of Repairs</b> | 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**

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| <b>53. Completion</b>                        | 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.   |
| <b>54. Taking Over</b>                       | 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.   |
| <b>55. Final Account</b>                     | 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. |
| <b>56. Operating and Maintenance Manuals</b> | 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 <b>stated in the PCC</b> .   |
|  | 56.2 | If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates <b>stated in the PCC</b> pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount <b>stated in the PCC</b> 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 ES-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**

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 up to 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.

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 up to the date of the certificate less other recoveries due in terms of the contract and less taxes due to be deducted at source [TDS] as per applicable law.

- 59. Property** 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.
- 60. Release from Performance** 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.
- 61. Suspension of Bank Loan or Credit** 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:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
  - (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.

## 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:

#### “Fraud and Corruption:

- 1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>28</sup> In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>29</sup>
    - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>30</sup>
    - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>31</sup>

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<sup>28</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>29</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>30</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>31</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>32</sup>
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare 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,<sup>33</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>34</sup>;

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<sup>32</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

<sup>33</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>34</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how

- (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.”

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that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# APPENDIX B

## Environmental and Social (ES)

### Metrics for Progress Reports

*[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ES risks and impacts of the Works and not necessarily by the size of the Contract]*

*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 that require treatment and all fatalities;*
- 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. *Health services: 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 communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
    - iv. number and date of SEA prevention, sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (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. number of allegations of SEA) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, 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, road safety and vehicles/equipment:*

i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

ii. traffic and road safety incidents and 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 clean-ups, 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 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.

<b>Following Environmental Safety Measures to be implemented by Contractor :</b>		<b>Appendix – I</b>
<b>Sl. No.</b>	<b>Environmental Safety measures to be implemented</b>	<b>Responsibility</b>
i.	'Consent to Establish' and 'Consent to Operate' shall be obtained from State Pollution Control Board under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974.	Contractor
ii	The Project authority shall ensure that no rivers or tributaries are blocked due to any activities at the project site and free flow of water is maintained.	Contractor should ensure the same
iii	Shoreline shall not be disturbed due to dumping. Periodical study on shore line changes shall be conducted and mitigation carried out, if necessary.	Contractor should ensure the same.
iv	Dredging shall not be carried out during the fish/turtle breeding seasons.	Contractor
v	All vessels used in the river will be fitted with noise control and animal exclusion devices so that aquatic life is not unduly disturbed.	Contractor should ensure.
vi	Spillage of fuel / engine oil and lubricants from the construction site are a source of organic pollution which impacts aquatic life, particularly benthos. This shall be prevented by suitable precautions and also by providing necessary mechanisms to trap the spillage.	Contractor
vii	Construction waste including debris shall be disposed safely in the designated areas and in no case shall be disposed in the aquatic environment.	Contractor
viii	Vessels shall not discharge oil or oily water such as oily bilge water containing more than 15ppm of oil.	Contractor shall ensure and maintain record
ix	The project authority shall ensure that water traffic does not impact the aquatic wildlife sanctuaries that fall along the stretch of the river.	Contractor should ensure compliance of provisions for movement of vessel in the Wildlife Sanctuary as per statutory clearances
x	All Vessels will also have to comply with 'Zero discharge' standards to prevent solid or liquid waste from flowing into the river and affecting its biodiversity.	Contractor
xi	The Dredging shall be carried by integrated and systematic planning by selective grid method by allowing migratory movement of Benthic fauna.	Contractor
xii	All required noise and vibration control measures are to be adopted in Dredgers. Cutter suction Dredgers should be avoided as much as possible which produces more noise and vibration. No Drilling and Blasting is to be carried out.	Contractor
xiii	Pre geo-tectonic studies has to be completed and the strata to be dredged is predetermined with complete data pertaining to hardness, compressive and tensile strengths.	Contractor
xiv	Dredger type and other strata loosening methods shall be preconceived.	Contractor
xv	Staggered dredging shall be carried based on turbidity monitoring to minimize the impact of turbidity.	Contractor should comply and maintain record
xvi	Threshold level of turbidity, which has a minimal effect on fauna, has to be predetermined and Dredging planned accordingly.	Contractor
xvii	Further silt screens needs to be used for minimizing the spread of Turbidity.	Contractor
xviii	Disposal places of Dredged sediments needs to be predetermined, along the shore by assessment of suitability, which will not affect the shoreline (erosion) and also causing impacts during monsoon and flooding.	Contractor

xix	As much as possible, it shall not be disposed off in the river itself, and the site should be such that the dispersion is quicker by undertaking modelling studied.	Contractor
xx	Ballast water control and management measures shall be implemented.	Contractor

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**ENVIRONMENT MANAGEMENT PLAN: FARAKKA TO TRIBENI STRETCH**

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**“CAPACITY AUGMENTATION OF NATIONAL  
WATERWAY.1”**

**(Jal Marg Vikas Project)**

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**ENVIRONMENTAL IMPACT ASSESSMENT  
REPORTS**

**VOLUME - 8:  
Environmental Management Plan (EMP)  
for  
Maintenance Dredging**

**May 2016**  
(Revised September 2016)



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**EQMS India Pvt. Ltd. In JV IRG Systems South Asia Pvt. Abnaki Infrastructure Applications  
with & Integrated Development Pvt. Ltd.**

## Table of Contents

<b>CHAPTER 1.</b>	<b>EMP FOR MAINTENANCE DREDGING</b>	<b>206</b>
1.1. ....	Introduction	206
1.2. ....	Description of Environment	206
1.3. ....	Environmental Management Plans	208
1.3.1. ....	Environmental Management Plan for Maintenance Dredging	208

### **List of Tables**

Table 1.1 : Salient Environmental Features along NW-1 Alignment.....	207
Table 1.2 : Dredging and Disposal Management Plan for NW-1.....	209
Table 1.3 : Environmental Management Plan for Maintenance Dredging.....	211

### **List of Figures**

Figure 1.1 : Location Map.....	206
Figure 1.2 : Fish Breeding and Spawning Grounds along NW-1 (Haldia to Baidyapur Stretch).....	211
Figure 1.3 : Fish Breeding and Spawning Grounds along NW-1 (Baidyapur to Sahibganj Stretch) .	211
Figure 1.4 : Fish Breeding and Spawning Grounds along NW-1 (Sahibganj to Patna Stretch).....	211
Figure 1.5 : Fish Breeding and Spawning Grounds along NW-1 (Patna to Allahabad Stretch) .....	211

### **List of Annexure**

Annexure 1.1: Standards for onshore & off-shore disposal of dredged material .....	218
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## CHAPTER 1. EMP FOR MAINTENANCE DREDGING

### 1.1. Introduction

Inland waterways Authority of India (IWAI) has proposed to augment the navigation capacity of waterway NW-1 (Haldia to Allahabad) and continue to maintain the entire stretch. Under this project, IWAI has proposed to develop the infrastructure facility like Multimodal terminals, Navigation aids for day & night navigation, River information system with all hardware and software, Ro-Ro jetties, Bank & slope protection, River training works, Equipment like tow barges, inland vessels, survey vessels including rescue boats & survey equipment and Dredging of the navigation channel, to augment the navigation capacity of the waterway. Location map of NW-1 is given in Figure 1.1.

To improve the navigation in national waterways-1 IWAI has proposed a project “Capacity Augmentation of the Nation Waterway 1 (1620 kms, with minimum water depth of 2.5-3 m) between Haldia and Allahabad”. For which dredging is required at different locations along the NW-1 and to be carried out so as to maintain the least available depth (LAD).

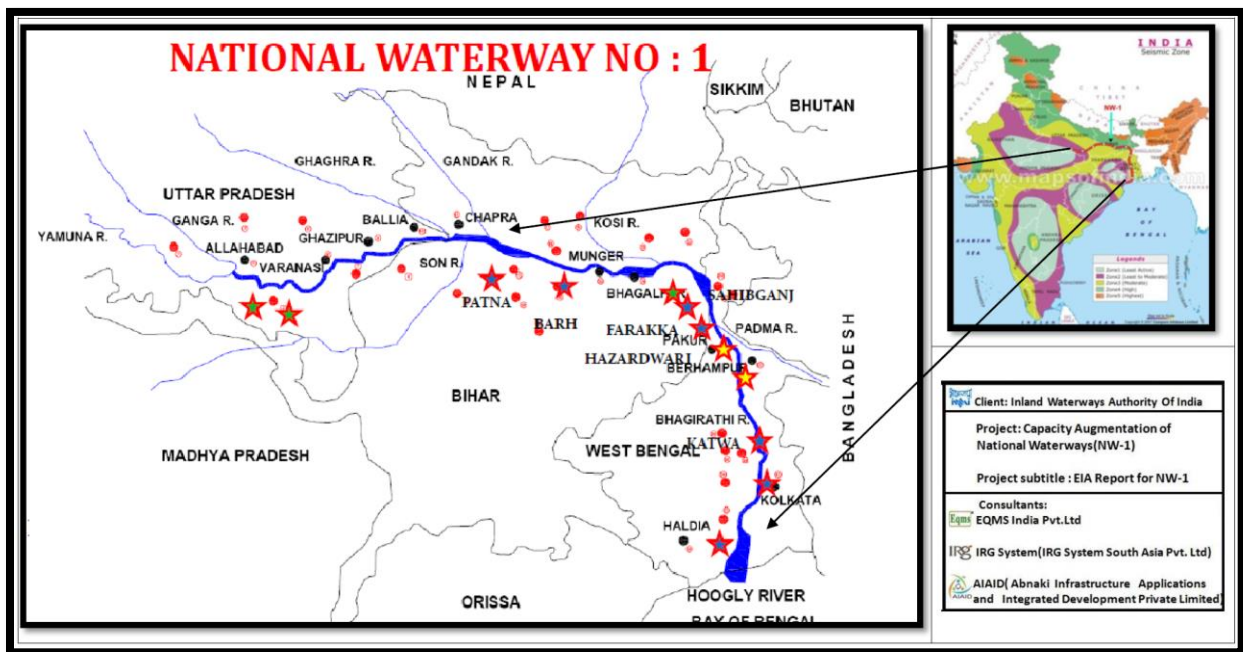


Figure 1.1 : Location Map

### 1.2. Description of Environment

The NW-1 stretch starts from Haldia to Allahabad (1620 KM long) on Ganga - Bhagirathi - Hooghly river system. The Hooghly river portion of the waterway from Haldia to Nabadwip is under tidal influence. From Nabadwip to Jangipur the NW-1 stretch is formed by Bhagirathi river. Bhagirathi river flow is regulated through barges at Farakka and Jangipur. From Farakka upstream the navigable route depends upon the main Ganga river flow. The Feeder Canal and the navigation lock at Farakka become the link between the Bhagirathi and main Ganga upstream of Farakka Barrage. NW-1 is passing through four states namely UP, Bihar, Jharkhand and West



Bengal. The salient environmental features around NW-1 within, 500m, 2km and 10km stretches are summarised in **Table 1.1**.

**Table 1.1 : Salient Environmental Features along NW-1 Alignment**

S. No.	Environmental Features	Within NW-1 (500 M)	Within 2 km area around NW-1	Within 10 km area around NW-1
1	<b>Ecological Environment</b>			
A	Presence of National Park/Biosphere Reserves, Tiger reserve etc.	None	None	None
	Presence of Wildlife Sanctuary	Yes a) Kashi Turtle Sanctuary at Varanasi b) Vikramshila Dolphin Sanctuary Kahalgaon to Sultanganj c) Hilsa Sanctuary stretch in west Bengal	None	Yes Udhwa lake sanctuary in Jharkhand (about 9 km away from NW-1)
B	Reserved /Protected Forests	None	None	Yes (Bethuadahari RF, Bahadurpur RF & RF near Rajmahal Hills)
C	Wetland of state and national interest	None	None	Yes (Udhwa Bird sanctuary)
D	Migratory route for wild terrestrial animals	None	None	None
E	Presence of Schedule-I Terrestrial Fauna	None	Yes Migratory birds near Farakka Barrage and surrounding	Yes Migratory birds at important birds' areas
F	Presence of Schedule-I Aquatic Fauna	Yes Dolphin, and Turtle	None	None
G	Important Bird Area	Vikramshila sanctuary area	Yes 1. Danapur Cantonment area 2. Mokama tal	Yes Udhwa lake sanctuary

S. No.	Environmental Features	Within NW-1 (500 M)	Within 2 km area around NW-1	Within 10 km area around NW-1
			3. Kurseala river course and diyara floodplain. 4. Farakka Barrage and surround area	
H	Seismicity	NW-1 falls in Zone-III (moderate risk) and zone IV (high damage risk zone) as per Seismic Zoning Map of India		
<b>B.</b>	<b>Social Environment</b>			
I	Physical Setting	Rural, Industrial and Urban		
	Densely populated area	Allahabad, Sirsa, Mirzapur, Chunar, Varanasi, Zamania, Ghazipur, Gahmar, Buxar, Ballia, Chappra, Patna, Barh, Bihat, Munger, Bhgalpur, Kahalgaon, Sahibganj, Farakka, Berhampore, Katwa, Kalna, Kolkatta and Haldia are densely populated areas.		
J	Physical Sensitive Receptors	Yes Ghats, Temples, Schools, Colleges and Hospitals are present all along the NW-1.		
K	Archaeological Monuments	Yes There are 9 archaeological sites located within 300 m area of the NW-1 and these are Kardmeshwar Mahadeva Mandir, Ramnagar fort, archaeological excavation site, Varanasi, Manmahal and observatory, St. John's Church, Temple of Gour Chandra and Krishnachandra at Chatra (Gaur Chandra Ghat), Hazardwari Palace, Sindhi Dalan and Jami Masjid.		

### 1.3. Environmental Management Plans

Major activities associated with the project are construction and operation of the civil interventions, barge movement and maintenance dredging. Barge movement and maintenance dredging will be carried out during the operation phase of the project only whereas development of civil interventions will have components distributed during design, construction and operation phases. Civil interventions include construction of jetty, terminals, river training works, bend corrections, barge maintenance facility, and RO-RO jetties. A detailed environmental management plan for each associated development for all the three phases of the project, i.e. design/pre-construction, construction and operation phase is prepared as applicable. EMP lists the activities involved, associated impact with each activity on environment, suggestive mitigation measures, allocated environment budget for impact mitigation, implementation plan covering monitoring, reporting and implementation and supervisory responsibility.

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#### 1.3.1. *Environmental Management Plan for Maintenance Dredging*

Maintenance dredging will be carried out during operation phase of the project to maintain LAD for navigation. Maintenance dredging will be carried out as per the availability of the depth naturally and depth required for movement of the cargo depending on the size of the cargo planned to ply in the stretch. The design consultant estimates estimation of the required amount of maintenance dredging in different stretch of the waterway. An analysis has been done during EIA study to establish the environmental, biological and social sensitivity of the waterway and a dredging and dredge disposal management plan is prepared which is presented in **Table 1.2**. Environment Management Plan for Dredging Activity is given in **Table 1.3**.

**Table 1.2 :Dredging and Disposal Management Plan for NW-1**

Stretch/Dredging Quantity & Quality/Proposed Disposal Location	Biological, cultural, social and religious Sensitivity	Aquatic sensitivity		Management Measures
		Sensitive zone	Breeding & Spawning Period and grounds*	
Stretch: Haldia to Farakka Dredged Qty: 3620000 cum between Tribeni to Farakka Dredged Quality: Not contaminated Disposal Location: In river/shoals/scours	Imp. Bird area- Farakka Barrage and adjoining area (Surrounding NW-1) Archaeological locations- St. John's Church (300 m, E), Temple of Gour Chandra and Krishna Chandra at Chatra-Gaur Chandra Ghat (0 m, W) & Hazardwari Palace (30 m, E) Fest & Festivals: Ganga Sagar Mela at Sagar (January)	Hilda Sanctuary (Within NW-1)- 4 locations	Peak spawning season for Hilsa is July-August Breeding & Spawning grounds for Hilsa: Stretch between Nischintpur (Kolkata) & Diamond Harbour, Hoogly ghat & Kalna and Lalbagh to Farakka <sup>35</sup>	Dredging should be regulated during July-August Dredge disposal should not be carried out within Sanctuary area and other defined sensitive locations Dredge disposal should be carried out at minimum distance of 100 m from bank Dredging & disposal should not be carried out during time & location of festivals
Stretch: Farakka to Barh Dredged Qty: 3960000 cum Dredged Quality: Not contaminated Disposal Location: In river/shoals/scours	Imp. Bird Area- Udhwa Lake Bird Sanctuary (9 km, W), Vikramshila Gangetic Dolphin Sanctuary-VGDS (within NW-1), Mokama Taal (Barah) Wetlands (Along NW-1) & Kurseala River Course and Diyara Flood Plains (Along NW-1) Archaeological locations- Sindhi Dalan (300 m, W) & Jama Masjid (140 m, W) Religious locations: Community Temple at Sahibganj Terminal site (to be shifted) Fest & Festivals: Chatt (Oct-Nov)	Vikramshila Gangetic Dolphin Sanctuary (within NW-1)	Major Birth season for Dolphin is October to March <sup>36</sup> Breeding Ground: Very shallow waters for giving birth	Dredging should be stopped if Dolphins are sighted Dredge disposal should not be carried out within Sanctuary area and other defined sensitive locations Dredge disposal should be carried out at minimum distance of 100 m from bank Dredging & disposal should not be carried out during time & location of festivals

<sup>35</sup>Perspectives of reproductive biology and spawning behavior of Indian shad (*Tenualosa ilisha*)-A global review, Utpal Bhaumik, Former Divisional Head, Riverine Ecology and Fisheries, Central Inland Fisheries Research Institute, Barrackpore, India

<sup>36</sup>Ganges River Dolphins, WWF  
([http://wwf.panda.org/what\\_we\\_do/endangered\\_species/cetaceans/about/river\\_dolphins/ganges\\_river\\_dolphin/](http://wwf.panda.org/what_we_do/endangered_species/cetaceans/about/river_dolphins/ganges_river_dolphin/))

Stretch/Dredging Quantity & Quality/Proposed Disposal Location	Biological, cultural, social and religious Sensitivity	Aquatic sensitivity		Management Measures
		Sensitive zone	Breeding & Spawning Period and grounds*	
Stretch: Barh to Patna Dredged Qty: 16,00,000 cum Dredged Quality: Not contaminated Disposal Location: In river/shoals/scours	Fest & Festivals: Chat (Oct-Nov)	None	Peak spawning season for Indian Major Carps is May-August Breeding & Spawning grounds: Shallow waters and areas inundated during monsoon season <sup>37</sup>	Dredging should be stopped if any dolphin or big aquatic species is sighted Dredging should be avoided during May-August Dredge disposal should be carried out at minimum distance of 100 m from bank Dredging & disposal should not be carried out during time & location of festivals
Stretch: Patna to Buxar Dredged Qty: 27,70,000 cum Dredged Quality: Not contaminated Disposal Location: In river/shoals/scours	Imp. Bird Area- Danapur cantonment area (2 km, S) Fest & Festivals: Chatt (Oct-Nov)	None	Peak spawning season for Indian Major Carps is May-August Breeding & Spawning grounds: Shallow waters and areas inundated during monsoon season	Dredging should be stopped if any dolphin or big aquatic species is sighted Dredging should be avoided during May-August Dredge disposal should be carried out at minimum distance of 100 m from bank Dredging & disposal should not be carried out during time & location of festivals
Stretch: Buxar to Varanasi Dredged Qty: 29,00,000 cum Dredged Quality: Not contaminated Disposal Location: In river/shoals/scours	Archaeological locations- Kardmeshwar Mahadeva Mandir (240 m, W), Ramnagar, fort (40 m, E), archaeological excavation site, Varanasi (130 m, E) & Manmahal and observatory (40 m, W) Cultural locations: Ghats Fest & Festivals: Ganga Mahotsav at Varanasi (Oct-Nov) & Dhruwad Mela at Tulsi Ghat of Varanasi (Feb to March)	None	Peak spawning season for Indian Major Carps is May-August Breeding & Spawning grounds: Shallow waters and areas inundated during monsoon season	Dredging should be stopped if any dolphin or big aquatic species is sighted Dredging should be avoided during May-August Dredge disposal should be carried out at minimum distance of 100 m from bank Dredging & disposal should not be carried out during time & location of festivals
Stretch: Varanasi to Allahabad Dredged Qty: Nil Dredged Quality: NA Disposal Location: NA	Fest & Festivals: Ganga Mahotsav at Varanasi (Oct-Nov), Dhruwad Mela at Tulsi Ghat of Varanasi (Feb to March) & kumbh at Allahabad (Jan-Feb)	Kashi Turtle Sanctuary (within NW-1)	Spawning season for River Turtles: March-April Breeding & Spawning grounds: Wetlands/River banks	Dredging should be regulated during July-August Dredge disposal should not be carried out within Sanctuary area and other defined sensitive locations Dredge disposal should be carried out at minimum distance of 100 m from bank Dredging & disposal should not be carried out during time & location of festivals

<sup>37</sup> Genetic Resources of Indian Major Carps, Their Distribution and Characterization, FAO (<http://www.fao.org/docrep/006/x3850e/X3850E02.htm>)

\*Map Showing locations of breeding 7 spawning grounds is given in **Figure 1.2-1.6**

**Figure 1.2 : Fish Breeding and Spawning Grounds along NW-1 (Haldia to Baidyapur Stretch)**

**Figure 1.3 : Fish Breeding and Spawning Grounds along NW-1 (Baidyapur to Sahibganj Stretch)**

**Figure 1.4 : Fish Breeding and Spawning Grounds along NW-1 (Sahibganj to Patna Stretch)**

**Figure 1.5 : Fish Breeding and Spawning Grounds along NW-1 (Patna to Allahabad Stretch)**

**: Environmental Management Plan for Maintenance Dredging**

Environmental Issue /Component	Remedial Measure	Reference to laws and Contract Documents	Approximate Location	Time Frame	Indicative / Mitigation Cost	Institutional Responsibility	
						Implementation	Supervision
<b>1. Physical Environment</b>							
<b>Impact on Soil quality &amp; River Bed sediments</b>	<ul style="list-style-type: none"> <li>Standards should be developed by concerned authorities for onshore and off-shore dredged material disposal and development of the process to ensure its compliance</li> <li>Dredged material shall be checked for toxicity and contamination prior its disposal for prevention of contamination of water and its impacts on aquatic life. International standards for judging onshore &amp; off-shore disposal of dredged material are given in <b>Annexure 1.1.</b></li> <li>If any stage on land disposal of dredge material is planned, then dewatering of the dredged sediments should be carried out prior to on land disposal.</li> <li>If dredge material is found contaminated at any particular location, then it should be disposed on land after decontamination. On land disposal of dredged material should be carried out only at approved TSDF site such as approved TSDF site of Haldia Dock Complex at Sagar. The contaminated dredge material shall be collected in the leak proof container for</li> </ul>						

Environmental Issue /Component	Remedial Measure	Reference to laws and Contract Documents	Approximate Location	Time Frame	Indicative / Mitigation Cost	Institutional Responsibility	
						Implementation	Supervision
	<p>decontamination and disposal to the landfill site.</p> <ul style="list-style-type: none"> <li>The disposal facilities should be designed with adequate liners to contain the leachate and also should have provision of leachate collection and testing to periodically check the functionality of the disposal site.</li> <li>Dredge material should not be disposed in river banks, Disposal should be inline with the dredging sensitivity analysis defined at Table 1.2 above .</li> <li>If dredged material is disposed on land, then the care should be taken that the tail water is collected and made free from sediments prior to its discharge back to surface water body.</li> </ul>						
<b>Water Quality</b>	<ul style="list-style-type: none"> <li>Attempt shall be made to minimizing and optimizing the dredging requirements by effective assessment and study of the Thalweg profiles of the river. This can be achieved some of the following measures: <ul style="list-style-type: none"> <li>Increase use of bandalling which helps in diverting the flow of river towards the channel and reduces the quantity of dredging</li> <li>Low draft vessels should be deployed which will reduce the requirement of dredging</li> </ul> </li> <li>Dredged material shall be checked for toxicity and contamination prior its disposal onshore for prevention of contamination of water and its impacts on aquatic life. Standards for judging onshore &amp; off-shore disposal of dredged material are given in <b>Annexure 1.1</b>.</li> <li>Dredging should not be carried out during very low flow</li> </ul>	Water Act, 1974	Within River	During Dredging Operation	Part of Project Cost (IWAI & Contractor)	Contractor	IWAI/PMU/PM C <sup>38</sup>

<sup>38</sup> It is proposed to set up Project Unit (PMU) in IWAI to manager social and environmental aspect of NW1 augmentation. PMC (Project Management Consultants) anticipated to be appointed for project management and quality check.

Environmental Issue /Component	Remedial Measure	Reference to laws and Contract Documents	Approximate Location	Time Frame	Indicative / Mitigation Cost	Institutional Responsibility	
						Implementation	Supervision
	<p>seasons so as to minimize the dispersion of fine sediments</p> <ul style="list-style-type: none"> <li>• Usage of silt or air bubble screens/curtains should be explored to minimize the sediment release during dredging operations. Silt/air bubble screens can hang from surface floats or stands attached to the bottom and held upright by sub-surface floats (PIANC). The use of silt curtains is reported to considerably reduce the loss of suspended sediments from the dredge area, by up to 75% where current velocities are very low. However, they are generally ineffective in areas with high current velocities which exceed 0.5 m/s (UK Marine SACs Projects).</li> <li>• To minimize the sediment dispersal during disposal of dredge sediments, it should be placed as close to the bed as possible preferable at a level of 1m above the bed to minimise the dispersal of sediments.</li> <li>• Provision shall be made of emergency response equipment like floating blooms to deal with any emergency of oil spills or leakages. Regular servicing and maintenance of dredgers should be taken up so as to prevent any leakage of the dredged material. Leakage detection of the sediment transportation pipe shall be carried out regularly to prevent any sediment loss and water pollution at leakage location. Corrective actions should be taken immediately after detection of such leaks.</li> <li>• Cutter head of CSD should be selected according to material to be dredged so as to maximize the dredged material transport from dredging point to suction mouth and prevention of sediment loss and re-suspension.</li> <li>• Ratio of cutter revolutions and pump velocity should be adjusted to ensure that cutter</li> </ul>						

Environmental Issue /Component	Remedial Measure	Reference to laws and Contract Documents	Approximate Location	Time Frame	Indicative / Mitigation Cost	Institutional Responsibility	
						Implementation	Supervision
	<p>advancement rate is not greater than the ability of the suction pump to remove the material that is cut. This will prevent the suspension of the dredged material.</p> <ul style="list-style-type: none"> <li>• Dredge cuts and lifts should be designed so as to prevent undercutting of material and hence a collapse of material locally at the cutter head, leading to an increase in the sediment being disturbed by dredging.</li> <li>• If dredge material is found contaminated at any particular location that it should be disposed off-shore. Off-shore disposal of dredged material should be carried out only at approved TSDF site such as approved TSDF site of Haldia Dock Complex at Sagar.</li> <li>• Dredge material if disposed on river banks or on land caution should be exercised as per the Dredging and Disposal Management Plan for NW-1 given at Table 1.2 above.</li> <li>• <i>If dredged material is disposed at land, then the care should be taken that the tail water is collected and made free from sediments prior its discharge back to surface water body. Regular monitoring of the excess water should be done in case dredged material is disposed on land. This will help in assessing the efficiency of sediment trap system provided at site and controlling contamination of water by minimizing the sediments.</i></li> <li>• Sensitivity along NW-1 for dredge disposal is discussed in Table 1.2 above. Dredge material if disposed on river banks or on land caution should be exercised as per the Dredging and Disposal Management Plan is prepared for entire for NW-1 considering the sensitivities discussed in Table 1.2</li> </ul>						
<b>2. Biological Environment</b>							



Environmental Issue /Component	Remedial Measure	Reference to laws and Contract Documents	Approximate Location	Time Frame	Indicative / Mitigation Cost	Institutional Responsibility	
						Implementation	Supervision
<p>Aquatic Ecology- Removal of benthic communities, increasing underwater noise levels, increasing sediments/ turbidity, release of locked pollutants in sediment, disposal of dredged material, increasing depth</p>	<ul style="list-style-type: none"> <li>• Dredging plan including timeframe should be prepared for each stretch prior initiating dredging activity. No dredging should be undertaken within VGDS, Turtle sanctuary. No dredging shall be carried out in winter season (November to February) along Mokama Taal to minimize impact on aquatic species and avifauna.</li> <li>• Dredging operations should not be carried out during the breeding and spawning season of the valued aquatic species which is from June to August (Monsoon season). Bends and meandering locations are the most potential breeding grounds and are indicated at Figure No. 1.2-1.6</li> <li>• Dredging if required to be taken at critical stretches (Turtle and Dolphin Sanctuaries) as mention above then dredgers should be provided with turtle and Dolphin deflectors. This would prevent the sucking of the animals (fish or turtle) swimming nearby. But such dredgers are inefficient and costly.</li> <li>• Measures like provision of bubble curtains or creation of agitation in water should be carried out prior carrying out dredging operations so as to provide avoidance time and let the species move away from dredging point. and to prevent any injury/mortality. Dredging operations should be halted in case of sighting of aquatic mammal in adjoin locations.</li> <li>• Contractors should submit SOPs and action time chart with risk management plan prior to any dredging work. Dredging sub-contractor should follow the defined safety procedures to avoid accidents and spills, and IWAI should ensure that other vessel users are provided with adequate information and</li> </ul>	Wildlife Protection Act, 1972 & 1993 and Biodiversity Act, 2002	Within River	During Dredging	Part of Project Cost (IWAI & Contractor)	Contractor	IWAI/PMU/PMC

Environmental Issue /Component	Remedial Measure	Reference to laws and Contract Documents	Approximate Location	Time Frame	Indicative / Mitigation Cost	Institutional Responsibility	
						Implementation	Supervision
	instruction to avoid conflict with the dredgers.						
Avifauna (Migratory & water birds)	<ul style="list-style-type: none"> <li>Dredging operations should be restricted to day time only, i.e. 6:00 Am-10:00 Pm only to minimize noise impacts on the avifauna near Important Bird Areas listed at Table 1.2 and located close to river.</li> <li>Dredgers should be equipped with the noise reduction/masking equipment to reduce the noise generation inside and outside water. Noise from dredgers can be reduced at source (dredger) by isolation of exhaust system, by keeping engine room doors shut and by shielding.</li> </ul>	Wildlife Protection Act, 1972 & 1993 and Bio-diversity Act, 2002	Within River & bird areas along NW-1	During Dredging	Part of Project Cost (IWAI & Contractor)	Contractor	IWAI/PMU/PMC
<b>3. Socio-Economic Environment</b>							
Location of Socio-economic importance and socio-economic environment	<ul style="list-style-type: none"> <li>Dredging operations should be restricted to day time only, i.e. 6:00 Am-10:00 Pm only to minimize noise impacts on the residents of nearby settlements. Dredgers should be equipped with the noise reduction/masking equipment to reduce the noise generation</li> <li>Dredgers should be placed in consultation with the fishermen so as to minimize the impact on their equipment/gears and their fishing activities</li> <li>Dredging should not be carried out in the areas close to Ghats in Varanasi and buffer of 2 km should be maintained for dredging during time of religious gatherings during Chat and Kumbh festivals.</li> <li>In case contaminated dredged material is disposed on land, then it should be disposed at approved TSDF sites to prevent any harm to community residing in nearby areas. One of such approved TSDF site is located Sagar (Haldia Dock Complex site)</li> <li>Material to be disposed on land may create nuisance odour due to exposure of anaerobic sediments with air. Thus if land disposal is involved then disposal site should not be in upwind direction of any settlement area or sensitive locations like hospitals, schools etc.</li> <li>Log book should be maintained for recording the accidents at site/mortality of the any marine mammal should be maintained. Analysis shall be carried out to</li> </ul>	--	Area near the dredging operations and dredging locations	During dredging operation	Part of project cost (IWAI/Contractor)	Contractor	IWAI/PMU/PMC

Environmental Issue /Component	Remedial Measure	Reference to laws and Contract Documents	Approximate Location	Time Frame	Indicative / Mitigation Cost	Institutional Responsibility	
						Implementation	Supervision
	<p>assess the reason for the accident/mortality and measures should be taken to prevent repetition of the event.</p> <ul style="list-style-type: none"> <li>Contractors having experience of dredging and well trained staff should only be allowed to carry out dredging. This will help in prevention of spillage of dredged material or any accidents during the dredging operations</li> <li>Dredging plan should be prepared by contractor and submitted to IWAI for approval prior to carrying out dredging operations. Dredging plan should be reviewed considering its location w.r.t environmental sensitive locations/archaeological locations/cultural festival/pollution influx in the area/dredged material quality &amp; texture/available depth etc. as given in this EIA report and through local sources and past experience.</li> <li>Contractors should submit method statement &amp; risk assessment plan prior to carrying out any dredging work. Dredger should follow the defined safety procedures to avoid accidents and spills, and IWAI should ensure that other vessel users are provided with adequate information and instruction to avoid conflict with the dredgers.</li> <li>Post-dredging monitoring of the sediment nature, rate of sedimentation shall be made part of contractor's job as best dredging practise. This will provide information which can be taken into consideration before the next maintenance dredge is carried out.</li> <li>Re-use of dredged material should be explored if dredged material is not contaminated. Economically and environmentally feasible options can be adopted to minimize the dredge spoil burdens. Some of such measures include <ul style="list-style-type: none"> <li>Dredged sediment can be used for beach nourishment/development of artificial beach/deposition on shoal &amp; thus enrichment of habitat <ul style="list-style-type: none"> <li>Dredged material can be explored for its usage for coast/bank protection purpose/flood protection</li> <li>Use of dredged material can be explored for land filling, as construction material for road foundations, dikes, mounds, noise/wind barriers.</li> </ul> </li> </ul> </li> </ul>						

### Appendix 3.1 Annexure 1.1: Standards for onshore & off-shore disposal of dredged material

**Criteria for Disposal of Harmful Bottom Sediments:** No specific standards are defined in India for disposal of dredged material. If dredged material is toxic / harmful then these sediments should either be disposed off in landfill or in Sea. Criteria followed in Japan are given in the **Table 1**.

**Table 1: Criteria for Harmful Bottom Sediments, Japan (unit: mg/l)**

Contaminated Material	Dumping in Landfills (mg/l)	Dumping at sea (mg/l)
Alkyl mercuric compounds	Not detectable	Not detectable
Mercury and its compounds	0.005	0.005
Cadmium and its compounds	0.1	0.1
Lead and its compounds	1	1
Organophosphorus compounds	1	1
Chromium (VI) compounds	0.5	0.5
Arsenic and its compounds	0.5	0.5
Cyanogen compounds	1	1
PCB	0.003	0.003
Copper and its compounds	-	3
Zinc and its compounds	-	5
Fluoride	-	15

**Note: Criteria are based on the examination of dissolution of contaminated materials**

Source: *Assessment of the Environmental Impact of Port Development, United Nations, New York, 1992*

**Criteria for Off-shore dumping of Dredged material:** No criteria are defined for off-shore disposal of dredged material in India, thus reference to the UN standards can be made and is given in **Table 2**.

**Table 2: Criteria for Off-Shore Dumping of Dredged Material (unit: ppm or ppb)**

Substance	Canada	USA
PCB (ppb)	100	380
Hg (ppm)	0.5	0.15
Cd (ppm)	0.60	0.7
Zn (ppm)	169	105
Cu (ppm)	45	68
As (ppm)	(5 – 25)	12.5
Pb (ppm)	45	33
Organochlorine pesticide (ppb)	10 for any compound	5.0 Sum of DDT, DDE and DDD
Polyaromatic hydrocarbon (ppb)	(1,000) Sum of 16 compounds	680 Sum of six low mol. Wt. compounds 2,690 Sum of 10 high mol. Wt. compounds

Source: *Assessment of the Environmental Impact of Port Development, United Nations, New York, 1992*

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## 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.*

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institution is: The World Bank
<b>GCC 1.1 (r)</b>	The Employer is <i>Inland Waterways Authority of India, Ministry of Ports, Shipping &amp; Waterways, Government of India.</i>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i>
<b>GCC 1.1 (y)</b>	The Project Manager or Engineer-in-Charge is <i>Director, IWAI, Kolkata.</i>
<b>GCC 1.1 (aa)</b>	The Site is located at <i>Katwa – Farakka stretch of National Waterway – 1</i> and is defined in drawings (page nos. 153 – 161 of the bid document)
<b>GCC 1.1 (dd)</b>	The Start Date shall be <i>insert date i.e.</i> within four weeks after the date of issue of notice to proceed with works to the contractor.
<b>GCC 1.1 (hh)</b>	<p>The Works consist of</p> <ul style="list-style-type: none"> <li>(i) Within 28 days 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.</li> <li>(ii) The Contractor shall commence its activities immediately on receipt of the said Notice and notify the Employer within a period not exceeding 30 days from the date of receipt of said Notice that the Assured Least Available depth (LAD) of 3.0 m and channel bottom width of minimum 45 m have been fully complied along with other related activities including provision of navigational aids.</li> <li>(iii) The date on which the Engineer-in-charge or his representative, after receiving notification of readiness of Navigation Channel from the Contractor and after joint inspection of the channel with the Contractor, confirms that the entire stretch of the channel <b>Farakka – Katwa</b> satisfies the requirement of LAD of 3.0m and channel bottom width of 45m shall be referred to as the <b>“Date of Commencement of Services</b></li> </ul>

	<p>(iv) Engineer-in-charge shall inspect jointly with Contractor within a week of the said notification to confirm that the entire stretch of the channel <b>Farakka – Katwa</b> satisfies the requirement of LAD of 3 m and Channel bottom width of 45 m.</p> <p>(v) If the outcome of joint inspection is not satisfactory, Contractor will commence the required further activities immediately on receipt of Engineer-in-charge’s intimation to this effect to meet the specified requirements. Within a period not exceeding 30 days from the date of receipt of said intimation from the Engineer- in-charge, or 60 days from the date of Employer’s Notice to the Contractor for commencing operations, whichever is later,</p> <p>The Contractor shall complete the required activities for making the Navigation Channel ready as specified. The Contractor shall then issue a revised Notification of readiness of Navigation Channel with LAD of 3.0 m and Channel bottom width of 45 m to the Engineer-in-charge.</p> <p>(vi) The date of revised Notification referred to above will count as the <b>“Date of Commencement of Services”</b> (in supersession of the date arrived at earlier) provided joint inspection by the Engineer-in-charge with the Service Provider confirms that the entire stretch of the channel <b>Farakka – Katwa</b> satisfies the requirement of LAD of 3.0 m and Channel bottom width of 45 m.</p> <p>(vii) Contractor’s failure to achieve LAD of 3.0 m and Channel bottom width of 45 m within the time limit prescribed in the paragraph (v) above shall be treated as breach of the contract, requiring re-determining of the Date of Commencement of Services based on the third round of Joint Survey.</p> <p>(viii) In such an event, the Contractor shall submit a proposal to the Employer with justification seeking additional time for carrying out further activities to achieve the specified LAD of 3.0 m and Channel bottom width of 45 m. Based on Engineer-in-charge’s recommendation, the Employer will consider the proposal and if extension of time is considered justified.</p> <p>(ix) The Employer may allow Contractor further time as may be considered reasonable under the circumstances, provided, however, that no further extension shall be considered. If the Joint Survey done on Contractor’s Notification of readiness of the Navigation Channel, establishes that that the entire stretch of the channel <b>Farakka – Katwa</b> satisfies the requirement of LAD of 3.0 m and Channel bottom width of 45 m, the date of Notification</p>
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	<p>referred to herein shall be counted as the <b>Date of Commencement of Services</b>.</p> <p>(x) If the Joint Survey referred to in (vii) above reveals that the service provider has failed to achieve the specified LAD of 3.0m and channel bottom width of 45m then in such case, the employer may consider LAD of 2.7m depth and width has been of 45m and the day when such LAD and width has been achieved shall be considered as <b>“Date of commencement of services”</b>.</p> <p>(xi) It is clarified that LAD of 2.7m may be considered only after 3<sup>rd</sup> joint survey for the purpose of defining “date of commencement of services”, the overall LAD to be maintained by the service provider as per contract still remains 3.0m during the contract period of 3 years</p> <p>Identification number of Contract is.....</p>						
<b>GCC 1.1 (ii)</b>	<p>The following is added as GCC 1.1. (ii)</p> <p>“ES” means environmental and social (including sexual exploitation and assault (SEA)).</p>						
<b>GCC 1.1 (jj)</b>	<p>The following is added as GCC 1.1. (jj)</p> <p>“Sexual Exploitation and Assault” “(SEA)” stands for the following:</p> <p>Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.</p> <p>Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.</p>						
<b>GCC 2.2</b>	<p>Sectional Completions are: Not Applicable / Not Allowed</p>						
<b>GCC 2.3 (i)</b>	<p>The following documents also form part of the Contract:</p> <table border="1" data-bbox="464 1703 1403 1772"> <thead> <tr> <th data-bbox="464 1703 574 1772">S. No.</th> <th data-bbox="574 1703 768 1772">Document</th> <th data-bbox="768 1703 1403 1772">Description of the document</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S. No.	Document	Description of the document			
S. No.	Document	Description of the document					

	1.	Dredging Methodology	Dredging methodology given in bid amended as per comments of Employer given in letter of acceptance.
	2.	Quality control	Quality control procedures and assurance plans given in the bid and amended as per comments of Employer given in letter of acceptance.
	3.	ESHS Management Strategies	ESHS Management Strategies and Implementation Plans and EMP (Environment Management Plan)
	4.	Environmental and Social	Appendix B - Environmental and Social (ES) Metrics for Progress Reports.
	5.	Work Requirement	Description of Services
	6.	Post bid correspondences	Correspondence post-bid between Employer & Successful Bidder
	7.	Worker's Camp Management Plan	Labour Influx and Worker's Camp Management Plan including the process for mitigating construction related impacts on local community
	8.	Code of Conduct (ESHS)	Code of Conduct of Successful Bidder's personnel on site with respect to ESHS aspects of work
<b>GCC 3.1</b>	The language of the contract is <i>English</i> . The law that applies to the Contract is the laws of Union of India.		
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.		
<b>GCC 7.1</b>	The ceiling for sub-contractor is 25% [ <i>This is in addition to what was stated in bid and incorporated in contract agreement.</i> ]. Hiding information about any sub-contracting not authorized by the Employer shall be treated as violation of Appendix A to General Conditions (Fraud and Corruption).		
<b>GCC 8.1</b>	Schedule of other contractors: The Contractor may subcontract under his own responsibility and without prior approval of the Employer the following Works and Services provided they do not represent more than 10 percentage of the contract value: (a) 20% of all dredging work;		



	(b) Environmental and social monitoring.
<b>GCC 9.1</b>	<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> <p>The Contractor shall have a Code of Conduct for the Contractor’s Personnel, and shall ensure that each Contractor’s Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person’s signature acknowledging receipt of the same.</p> <p>The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature, Schedule of Key Personnel and equipment as indicated in accepted bid &amp; construction methodology].</i></p>
<b>GCC 9.2</b>	<p>The following is inserted as GCC 9.2 (e), (f), and (g):</p> <p>“(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;  (f) has been recruited from the Employer’s Personnel without due clearance;  (g) breaches the Code of Conduct for the Contractor’s Personnel (ES).”</p>
<b>GCC 9.10</b>	<p>The following is inserted as GCC 9.10:</p> <p>“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and</p>

	<p>conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor's Personnel. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur."</p>
<p><b>GCC 9.11</b></p>	<p>The following is inserted as GCC 9.11:</p> <p>"The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA, and health and safety training. As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.</p> <p>The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.</p>
<p><b>GCC 13.1</b></p>	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle: INR 4,000,000/-</li> <li>(ii) Third Party liability: as per vessel Inland Act.</li> <li>(iii) Group Insurance Cover for the persons on Vessel / Board.</li> <li>(iii) Employer's liability and workers' compensation: Nil</li> <li>(iv) Professional liability: Twice the value of contract for the entire period of the contract</li> <li>(v) Loss or damage to equipment and property: Minimum INR 10,000,000/- for each accident for the currency of the contract</li> </ul>
<p><b>GCC 13.1 (add new 13.6)</b></p>	<p><b>1. Insurance of Works</b></p> <p>Contractor is required to take Contractor's All Risk Policy or erection all risk policy (as the case may be) 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 including the defect liability period for the full amount of contract against all loss of 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 construction of works and/or also covered during the period of defect liability for loss or damage</p>

- A. The work and the temporary works to the full value of such works.
- B. The materials, construction plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.

Whenever required by the Employer, the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premium.

**2. Insurance under Workmen Compensation Act**

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 as amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by the Employer the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

**3. Third Party Insurance**

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of the Employer, arising out of the execution of the works or temporary works. Wherever required by the Employer the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums. In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor. If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the Employers approval, by or through the subsidiary of the General Insurance Company.

**4. Indemnify the Employer**

The Contractor shall at all times indemnify the Employer against all claims, damages or compensation under the provision of Payment of Wages Act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the Workmen's Compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and

expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto."

#### **5. Damage to Persons and Property**

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

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Works), which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 6.

#### **6.Exceptions**

The "exceptions" referred to in Sub-Clause 5 are:

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

#### **7.Indemnity by Employer**

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause.6.

#### **8.Cross Liabilities**

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

**9. Accident or Injury to Workmen**

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

**10. Evidence and Terms of Insurances**

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

**11. Adequacy of Insurances**

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

**12. Remedy on Contractor's Failure to Insure**

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

**13. Compliance with Policy Conditions**

	<p>In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.</p> <p><b>14.Source of Insurance</b> The Contractor shall place all insurance relating to the Contract (including, but not limited to, the insurance referred to 13.2 with insurers from India.</p>
<b>GCC 14.1</b>	<p>Site Data are: The relevant drawings with chainages are places in the documents.</p> <p>Farakka – Katwa Stretch of National Waterway – 1 or any other location notified by the competent authority (IWAI).</p>
<b>GCC 15.2</b>	<p>The following is added as sub-clause 15.2:</p> <p>“If so instructed by Project Manager, the Contractor shall submit to the Project Manager for review, a health and safety manual, specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual and its updates shall be reviewed along with the Contractor’s Environmental and Social Management Plan (C-ESMP) described in sub-clause 16.2.”</p> <p>Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.</p>
<b>GCC 16.1 (add new 16.2)</b>	<p><b>ES Management Strategies and Implementation Plans</b></p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“<b>16.2</b> The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project manager gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.</p> <p>The Contractor shall submit, to the Project manager for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials,</p>

	concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project manager for Review.”
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <i>[insert location and date(s)]</i>  The Site Possession Dates shall be:  Section 1 _____  Section 2 _____  Section 3 _____
<b>GCC 22.4 (add new 22.4)</b>	During the performance based dredging period, the LAD will be measured on weekly basis by conduction the joint surveys. The employer has engaged a third-party supervision agency (TSSC-III) who shall be participating in the Surveys. The LAD shall be certified by TSSC-III for further submission to EIC & employer.
<b>GCC 23.1 &amp; GCC 23.2</b>	Name of the agreed Adjudicator ..... <i>(insert name before signing contract).</i>  Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i> .  <i>[Note: if ITB 46 provides for an Adjudicator from list provided by an Institution, insert the name of the same institution as the appointing authority]</i>
<b>GCC 24.3</b>	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> .  <i>[Note: if ITB 46 provides for provision of an Adjudicator from list provided by an institution, kindly state that ‘the daily fee and reimbursable expenses payable to the Adjudicator will be governed by rules of ..... (name of the Institution)].</i>
<b>GCC 24.4</b>	The procedure for adhoc arbitration will be as follows:  (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

	<p>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 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), both in cases of Foreign Contractor as well as Indian Contractor, 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</p>
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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).

- (g) The Arbitrator should give final award within..... days of starting of the proceedings [*indicate the days (Between 120-180) by which arbitrator should give award*].
- (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.

*\* 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).*

***Alternatively***

*[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.]*

"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.

	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>
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.
<b>GCC 26.2</b>	<p>ES 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 and Social (ES) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA. In case of SEA, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, or sexual assault), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.</p> <p>The Contractor shall require its Subcontractors to immediately notify the Contractor of any incidents or accidents referred to in this Sub-clause.”</p>
<b>GCC 26.3</b>	The period between Program updates is _____ <i>[insert number]</i> days.

	The amount to be withheld for late submission of an updated Program is_____ [ <i>insert amount say Rs. 500,000</i> ].																																
<b>GCC 26.4</b>	Any revision in Program should only be agreed in writing.																																
<b>GCC 30</b>	Venue of management meeting will be IWAI - Noida																																
<b>C. Quality Control</b>																																	
<b>GCC 34.3</b>	The Defects Liability Period is: <i>Nil</i> days – Not Applicable.  <i>[The Defects Liability Period is usually limited to 12 months, but could be less(not less than 6 months) in very simple cases]</i>																																
<b>D. Cost Control</b>																																	
<b>GCC 38.2</b>	In GCC 38.2, add the following after the first sentence:  “The Contractor shall also provide a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts of the Variation.”																																
<b>GCC 40.1</b>	GC 40.1 to be read as:  <b>Payment for Performance based maintenance period,</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="text-align: center;">Inspection and Approvals</td> </tr> <tr> <td colspan="4" style="text-align: center;">Existing GCC 40.1 is substituted by the following:</td> </tr> <tr> <td colspan="4" style="text-align: center;">Services provided by the Service Provider shall be checked every week through a Joint Survey by Engineer–in-Charge / Employer’s Representative and Service Provider in the manner tabulated below:</td> </tr> <tr> <th style="text-align: center;">SN</th> <th style="text-align: center;">Inspection schedule</th> <th style="text-align: center;">Employer’s representative</th> <th style="text-align: center;">Contractor’s Representative</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1st Week of every month</td> <td style="text-align: center;">JHS / TA / SUPERVISOR</td> <td style="text-align: center;">One Hydrographic Surveyor &amp; one supervisor / Engineer</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">2nd Week of every month</td> <td style="text-align: center;">AD / AHS / TA / JHS</td> <td style="text-align: center;">One Hydrographic Surveyor &amp; One Engineer</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">3rd Week of every month</td> <td style="text-align: center;">JHS / TA / SUPERVISOR / FA</td> <td style="text-align: center;">One Hydrographic Surveyor &amp; One supervisor / Engineer</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">4th Week of every month</td> <td style="text-align: center;">DD / AHS / AD / JHS / One Officer from HQ</td> <td style="text-align: center;">One Hydrographic Surveyor &amp; One senior</td> </tr> </table>	Inspection and Approvals				Existing GCC 40.1 is substituted by the following:				Services provided by the Service Provider shall be checked every week through a Joint Survey by Engineer–in-Charge / Employer’s Representative and Service Provider in the manner tabulated below:				SN	Inspection schedule	Employer’s representative	Contractor’s Representative	1	1st Week of every month	JHS / TA / SUPERVISOR	One Hydrographic Surveyor & one supervisor / Engineer	2	2nd Week of every month	AD / AHS / TA / JHS	One Hydrographic Surveyor & One Engineer	3	3rd Week of every month	JHS / TA / SUPERVISOR / FA	One Hydrographic Surveyor & One supervisor / Engineer	4	4th Week of every month	DD / AHS / AD / JHS / One Officer from HQ	One Hydrographic Surveyor & One senior
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	level officer by the Project Manager
	TA - Technical Assistant, JHS - Junior Hydrographic Surveyor, FA - Field Assistant, DD - Deputy Director, AHS - Assistant Hydrographic Surveyor, AD - Assistant Director
<b>GCC 40.3</b>	<p>GC 40.3 to be read as:</p> <p><b>Measurements during Performance based maintenance period</b></p> <p>Works &amp; Services provided by the Contractor shall be checked every week through a Joint Survey by Engineer-in-Charge / Employer’s Representative, Technical Support Services Consultant – III and Contractor in the manner tabulated at 40.1.1 above</p> <p>The scale of surveys should be 1:5000 for all four weekly surveys in the month. Contractor will prepare the survey charts and submit to Employer for approval along with soft copy, Echo roll, Measurement Book etc. related to the measurement. Employer will issue the approved charts to the Contractor.</p> <p>The measurement of depth in the navigation channel shall be carried out by conducting bathymetric survey every week jointly &amp; its chart should be plotted by the Contractor in presence of Employer’s representative. <i>However, Contractor shall also ensure measurement of width in each survey and shall carry out the surveys in order to define the minimum width of 45 m as specified in Scope.</i></p>
<b>GCC 40</b>	<p>Add new GCC 40.7:</p> <p>“40.7 if the Contractor was, or is, failing to perform any ES 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"> <li>(v) failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>(vi) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;</li> </ul>

	<ul style="list-style-type: none"> <li>(vii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>(viii) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>(ix) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;</li> <li>(x) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).</li> </ul>																																							
<b>GCC 41.1</b>	Interest rate for Delayed payment is 7.75% per annum (insert the number corresponding to the State Bank of India prime lending rate).																																							
<b>GCC 41.1.1 (new clause added)</b>	<p>The amount, exclusive of GST which will be payable by the Employer as legally applicable, in INR</p> <p>The Contractor shall be eligible to claim payments for services rendered by him during performance period for the respective month of the year of operation in accordance with the details tabulated below.</p> <table border="1" data-bbox="479 997 1388 1648"> <thead> <tr> <th>Sl no</th> <th>Month</th> <th>% Applicable for the relevant month of service during Performance based maintenance period</th> </tr> </thead> <tbody> <tr><td>1</td><td>January</td><td>10.0</td></tr> <tr><td>2</td><td>February</td><td>10.0</td></tr> <tr><td>3</td><td>March</td><td>10.0</td></tr> <tr><td>4</td><td>April</td><td>10.0</td></tr> <tr><td>5</td><td>May</td><td>10.0</td></tr> <tr><td>6</td><td>June</td><td>7.50</td></tr> <tr><td>7</td><td>July</td><td>5.0</td></tr> <tr><td>8</td><td>August</td><td>5.0</td></tr> <tr><td>9</td><td>September</td><td>5.0</td></tr> <tr><td>10</td><td>October</td><td>7.5</td></tr> <tr><td>11</td><td>November</td><td>10.0</td></tr> <tr><td>12</td><td>December</td><td>10.0</td></tr> </tbody> </table>	Sl no	Month	% Applicable for the relevant month of service during Performance based maintenance period	1	January	10.0	2	February	10.0	3	March	10.0	4	April	10.0	5	May	10.0	6	June	7.50	7	July	5.0	8	August	5.0	9	September	5.0	10	October	7.5	11	November	10.0	12	December	10.0
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<b>GCC 45.1</b>	Price Adjustment:																																							

The contract is subject to price adjustment in accordance with GCC Clause 45 and following information regarding coefficients [specify “does” or “does not” apply] [Price adjustment is mandatory for all contract with completion time exceeding 18 months.]

**The price Adjustment will be done monthly**

The amounts certified in each Running Account Bill/payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the amounts due to the Operator.

The Price adjustment factor for the Works & Services rendered in a month shall be determined using the coefficients/weightings of relevant Indices as under:

Index	Index Description	Source of Index	Weightage
L	<b>Labour</b> –All India (CPI) Consumer Price Index for Industrial Workers	Labour Bureau, Ministry & Employment, Government of India	0.278
F	<b>High Speed Diesel</b> -All India Wholesale Price Index	Office of the Economic Advisor to the Govt. of India. Ministry of Commerce & Industry	0.50

$$\text{Price Adjustment Factor } P_c = 0.222 + 0.278 \times L_m/L_0 + 0.50 \times F_m/F_0$$

Price Adjustment for Works & Services rendered in a month =  $R \times (P_c - 1)$

where

$L_m$  = CPI for the month in which the Works & Services have been provided

$L_0$  = CPI for the month preceding the deadline for bid submission

$F_m$  = WPI for the month in which the Works & Services have been provided

$F_0$  = WPI for the month preceding the deadline for bid submission

$R$  = Running Account Bill amount for Works & Services rendered in a month after making deductions (a) as stipulated in PC 47.1.1 for failure to achieve LAD and Channel Bottom Width, and (b) towards repayment of Advance Payment.

**GCC 46.1**

Retention Money – Not Applicable

**GCC 47.1**

GC 47.1 to be read as:

**The Liquidated Damages (LD) is applicable.**

**During Performance based maintenance period**, if in any stretch of the channel, available depth or bottom width of channel is found to be less than that specified in Section VI, Part A – Description of Works and Services, as determined during the course of weekly joint surveys conducted in accordance with GCC 34, deduction shall be made from the Contractor’s monthly bills as following:

**Table**

Sl. no	Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD $\varnothing$ 3.0 M & CBW $\varnothing$ 45 M	Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month
1	On achieving the assured depth of 3.0 m & width of 45 m	Nil
2	On achieving the assured depth of 2.9 m & width of 45 m	20% for each weekly default
3	On achieving the assured depth of 2.8m & width of 45 m	30% for each weekly default
4	On achieving the assured depth of 2.7 m & width of 45 m	50% for each weekly default
5	For a depth less than 2.7 m & width of 45 m	100% for each weekly default
6.	If a weekly joint survey establishes that the Service Provider failed to maintain the navigational marks according to stipulations in Section VII, Part A Description of Services to the Contract, deductions shall also be made from the respective monthly bill @ 5% of the verified payable amount for each such weekly default.	

**As an Example: - The Operation of the Table shall be as under**

Monthly payment (Mp) = %age of contract Price

Weekly Default Deductions (Wd)<sub>1,2,3,4</sub> =  
= [Mp/4] \* %age] where %age of default

Formulae:

1) Monthly amount payable (MAp) =

	<p><b>MAp = Mp - [Wd1+Wd2+Wd3+Wd4]</b></p> <p>2) Monthly Due = Md = MAp (In case of No default) = [MAp - 5% of MAp]</p> <p><b>(In case of default) Example:</b> Suppose</p> <ol style="list-style-type: none"> <li>Contract price for full year is ₹100 Cr (excl. taxes) and</li> <li>For Operating Month of November with 10%</li> </ol> <p>Therefore, in case of</p> <p><b>A) No Default Condition (with LAD of 3.0 m and width of 45 m with sufficient day channel marks)</b></p> <p>Amount Payable for month of November = Mp = MAp = Md = ₹10 Cr</p> <p><b>B) Default with following LAD:</b></p> <p>Deduction Week1 = 3.2 m ☹ 0% deduction Week2 = 2.9 m ☹ 20% deduction Week3 = 3.0 m ☹ 0% deduction Week4 = 2.7 m ☹ 50%</p> <p><b>Using Formulae-1</b></p> <p>MAp for November = Mp - [0 + (Mp/4 * 20%) + 0 + (Mp/4) * 50%] = ₹10 Cr - [0 + 20% of ₹ (10/4) Cr + 0 + 50% of ₹(10/4) Cr] = ₹10 Cr - ₹1.75 Cr = ₹8.25 Cr</p> <p><b>Using Formulae-2 (Default in providing of day channel marks)</b></p> <p>Monthly Due to Contractor (Md) = [MAp - 5% of MAp]</p> <p>So, Payment due to the Contractor for the month of November in default condition (Less nos. of Day channel marks) will be: Md for November = [MAp for November - 5% of MAp for November] = ₹8.25 Cr - 5% of ₹8.25 Cr = ₹ 7.8375 C</p>
<b>GCC 48.1</b>	<p>GC 48.1 to be read as:</p> <p>Bonus: Not Applicable</p>
<b>GCC 49.1</b>	<p>GC 49.1 to be read as:</p> <p>The amount of the Advance Payment is ten (10) percent of the Contract Price. The Advance payment will be made after successful verification of the submitted Advance Bank Guarantee.</p> <p><b>Repayment of Advance:</b></p> <p>The advance shall be recovered in equal 24 Months from the monthly Running Account bills submitted from the 6<sup>th</sup> RA Bill from the Date of</p>



	<p>Commencement / Mobilisation of Works irrespective of the RA bill amount. In case, the monthly RA bill for any month is less than the advance amount to be recovered, then the same shall be recovered from the subsequent RA bill along with the recovery of advance for that month.</p> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination of the Contract, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.</p>
<p><b>GCC 50.1</b></p>	<p>An Environmental and Social (ES) Performance Security [<i>‘shall’ or ‘shall not’, choose either option consistent with the BDS</i>] be provided to the Employer.]</p> <p><i>[If an ES Security is required, replace GCC 50.1 with the following otherwise delete.]</i></p> <p>“GCC 50.1 is replaced with the following</p> <p>The Performance Security and an Environmental and Social (ES) 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 ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion.”</p>
<p><b>GCC 50.1</b></p>	<p>“GCC 50.1 is replaced with the following</p> <p>The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security for the due performance of the Contract.</p> <ul style="list-style-type: none"> <li>• <i>The Performance Security will be in the form of a ‘demand guarantee’ in the amount of 5 % of the contract amount in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer.</i></li> <li>• <i>The ESHS Performance Security will be in the form of a “demand guarantee” in the amount(s) of 1.5% of the Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</i></li> <li>• <i>Plus, additional security for unbalanced bids (if any) to be decided during evaluation of bids and informed to Bidders at the time of Pre-award discussions.</i></li> </ul>

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.

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.

The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the Performance Security Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or in another form approved by the Employer. The ESHS Performance Security shall be issued by a reputable bank selected by the Contractor, and shall be in the ESHS Performance Security Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or in another form approved by the Employer. A foreign institution providing a Performance Security or ESHS Performance Security shall have a correspondent financial institution located in the Employer's Country. The performance security and the ESHS performance security, of a Joint Venture shall be in the name of the Joint Venture specifying the names of all the members.

The Contractor shall ensure that the Performance Security and the ESHS Performance Security are valid and enforceable until the Contractor has executed and completed the Works and Services and other obligations (including defect liability and satisfactory performance of the ESHS obligations) under the Contract. If the terms of the Performance Security and ESHS Performance Security specify expiry dates, and the Contractor has not yet executed and completed the Works and Services and other obligations under the Contract, by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and the ESHS Performance Security until the Works and Services and all other obligations under the Contract have been completed.

The term 'performance security', unless the context clearly indicates otherwise or unless the ESHS performance security is not required to be submitted, means and includes both 'the performance security and the ESHS performance security' submitted by the successful bidder.

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

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.”
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	Not Applicable
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals *by the date required in GCC 56.1 is Rs. _____
<b>GCC 57.2 (g)</b>	Not Applicable
<b>GCC 57.2(l)</b>	Hiding any information regarding changes in roles and responsibilities of JV members, which is not authorized by the Employer, shall also be treated as violation of Appendix A to General Conditions (Fraud and Corruption).
<b>GCC 57.6 (new clause added)</b>	<b>Foreclosure of Contract - Added</b>  If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reasons whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in- Charge (with the prior approval of competent authority) shall give notice in writing to that effect to the contractor. However, pro-rata payment shall be made for the completed works, as agreed mutually.
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.
<b>GCC 59.1</b>	GCC 59.1 is replaced with the following  Not Applicable

<b>In addition to be above, the following shall also form part of GCC / SCC</b>	
<b>GCC 62.0 Force Majeure (new clause added)</b>	<b>(new clause added)</b>  62.1 “ <b>Force Majeure</b> ” 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:

- (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;
- (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;
- (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;
- (f) Shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

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.

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.

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.

62.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract;
- (b) give rise to any claim for damages or additional cost or expense occasioned thereby;

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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.

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.

	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><b>GCC 63</b>  <b>Surveys and Levels (new clause added)</b></p>	<p><b>Surveys and Levels (new clause added)</b></p> <p>Before the works of any part thereof begin, the Contractor shall survey and take levels of the site of the works both above and below water level and agree all particulars on which the measurements of the works are to be based. Such particulars shall be recorded and after agreement; the drawings shall be signed by the Employer / Engineer-In-Charge and the Contractor. Similar procedure is to be followed in post dredging survey.</p> <p>Failing such surveys and agreements being prepared and/or signed by the Contractor, the survey carried out by the Engineer shall be final and binding on the Contractor.</p> <p><b>Setting out the Works</b></p> <p>The Employer shall furnish the relevant existing grid points with bench Mark with reference to permanent bench marks. It shall be Contractor's responsibility to the set out the necessary central points on land and to set out alignment. The Contractor shall have in his employees, an efficient survey team for this purpose and the accuracy of such setting out works shall be Contractor's sole responsibility.</p> <p>Before beginning the work the Contractor shall work out the control points on ground which, are pre requisite for carrying out hydrographic surveys, accurately, with suitable markers as approved by Employer. All these points and markings shall be checked and approved by Employer's Representative before starting the work.</p> <p>The Contractor shall also provide necessary equipment, labour and other facilities for proper checking of triangulation / bench mark stations and inspection of the points during the survey and dredging operations at no cost to the Employer.</p> <p>The Contractor shall give Engineer-in Charge not less than 24 hours' notice in writing of his intention to set out or give levels for any part of the works so that arrangements may be made for checking the work.</p> <p>Work shall be suspended for such times as necessary for checking lines and levels on any part of the works.</p> <p>The Contractor shall at his own expense provide all assistance which Engineer-in Charge may require for checking the setting out.</p>
<p><b>GCC 64</b>  <b>Setting out the Works (new clause added)</b></p>	<p><b>Setting out the Works (new clause added)</b></p> <p>The Employer shall furnish the relevant existing grid points with bench Mark with reference to permanent bench marks. It shall be Contractor's responsibility to the set out the necessary central points on land and to set out alignment. The Contractor shall have in his employees, an efficient survey team for this purpose and the accuracy of such setting out works shall be Contractor's sole responsibility.</p> <p>Before beginning the work the Contractor shall work out the control points on ground which, are pre requisite for carrying out hydrographic surveys, accurately, with suitable markers as approved by Employer. All these points and markings shall be checked and approved by Employer's Representative before starting the work.</p> <p>The Contractor shall also provide necessary equipment, labour and other facilities for proper checking of triangulation / bench mark stations and inspection of the points during the survey and dredging operations at no cost to the Employer.</p>

	<p>The Contractor shall give Engineer-in Charge not less than 24 hours' notice in writing of his intention to set out or give levels for any part of the works so that arrangements may be made for checking the work.</p> <p>Work shall be suspended for such times as necessary for checking lines and levels on any part of the works.</p> <p>The Contractor shall at his own expense provide all assistance which Engineer-in Charge may require for checking the setting out.</p>
<p><b>GCC 65 Conditions for Dredging Operations (new clause added)</b></p>	<p><b>Conditions for Dredging Operations (new clause added)</b></p> <p>No shifting charges will be paid to the contractor for shifting the dredger and its accessories from one shoal to another shoal or from one area / canal to another area / canal specified above.</p> <p>Normal barge and vessels / crafts movement in the channel shall not be interrupted by the dredging operation.</p> <p>The decision of EIC to accept the work done with or without the Liquidated damages shall be final and binding.</p> <p>The measurement of depth in the navigation channel shall be carried out by conducting Thalweg surveys every week, jointly by the Contractor and the representative of IWAI under the supervision of Engineer-in-charge or his nominee &amp; its chart should be plotted by the contractor in presence of Engineer representatives. In case of shortcomings observed by the Engineer-in-charge or his nominee, the cross-sectional survey is to be carried out and the cross-sectional interval shall be 10 m apart and soundings shall be taken continuously and plotted at 4 m interval on the cross-section. The cross-section shall be extended up to 20 m beyond the limits of the channel on either side.</p> <p>No idle time charges will be paid to the contractor on any account. Local issues / hindrances, if any, would be addressed by the Contractor. IWAI would facilitate with local/govt. agencies.</p> <p>The Contractor shall arrange the transits, buoys, lights, mooring etc. at their own cost as required for dredging and also for cautioning other vessels in the waterway.</p> <p>The Employer / Engineer-in-charge or his representative will inspect, co-ordinate, measure and certify the dredging work. He has the right to inspect at any time during the contract period for which contractor's authorized agent shall be available at site during such inspection.</p> <p>The Contractor shall provide the boat from shore to dredger and back to shore during inspection &amp; supervision by the Employer / Engineer-in-Charge or his representative.</p>

The Contractor may execute the work round the clock and on all days including Sundays and Public Holidays except National Holidays subject to such restriction as may be imposed by State Govt./local body.

If the Contractor's personnel or any outside labour employed to work during execution of Contract, breaks or damages / destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground during the period of agreement, the same shall be made good by the Contractor at his own expenses or in default the IWAI may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the contractor.

The rate of dredging quoted per cum will squarely and totally include all the charges to be paid to the contractor by the Authority. The rate quoted shall include all taxes, duties and any other levies. No additional payment on any such account shall be payable by IWAI. No extra charges for the idling the dredger during the monsoon period will be paid to the Contractor.

The Contractor will submit to the authority a bill in triplicate for channel dredged corresponding to a length/quantity acceptable to the Engineer-in-Charge which could be decided after the pre-dredging survey depending on length of each shoal to be dredged. The bills shall be accompanied with 3 sets each of pre and post dredging survey charts and also detailed calculations on dredging quantity.

The Contractor is fully responsible for solving the disputes with the local fishermen w.r.t. removal of fishing nets, stakes, from the dredged channel. Similarly, all disputes with regard to the dumping of dredge spoil, any prior permission or arrangement on deemed fit for avoiding bank erosion or damage to any property or agriculture would be handled by contractor. The Authority shall not be responsible for solving the disputes related to execution of the dredging. However, on request IWAI may extend the assistance for solving the issues only through the concerned official/dept. of the state or local bodies.

The Contractor shall be responsible for finding out the dumping area in consultation with state PWD & IWAI. Any arrangement with respect to the bund around the identified dumping area is to be made by the Contractor at his cost. Any dispute with local, land owner on the dumping of dredging spoil to be sorted out by the Contractor.

The Employer may engage the agency on behalf of the Contractor as per the state/central Govt organization on pollution or coastal management authority to carry out the test of the dredged material at regular interval for the regulating the dumping activities. In case of any adverse report, the Contractor shall comply the instruction of EIC.

During execution of the work, if any environmental degradation occurs, consequent on dumping of dredged material, re-conveyance of the material shall be done by the Contractor at his cost, without claiming additional payment from IWAI.

If the dredging is stopped continuously for more than 3 days due to law and order, the Contractor has to report to EIC the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit.

Any charge incurred on testing of the dredged material, testing / analyzing the quality of water for adopting environmental safe guards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the Contractor. No additional charges on any account shall be payable by IWAI.

In case of any anomaly with reference to interfacing chainage and interfacing of the issues relating to execution amongst the adjacent contractors, decision of EIC would be final and binding on both the adjacent contractors executing the project.

In case the dredged quantity is in excess of 20% of the estimated quantity in pre dredging survey, the report of the same along with all relevant details are to be referred to the Engineer-in-Charge. This Reporting and referring to the Engineer-in-Charge is to be done within 15 days of part completion or completion of the shoal. No dispute, whatsoever arising thereafter will be entertained on this account



## **Appendices**

## Appendix 1

### **Salient Features of Labour & Environment Protection Laws<sup>39</sup>**

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

- |     |   |
|-----|---|
| (a) | <u>Employees Compensation Act 1923</u> : The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.  |
| (b) | <u>Payment of Gratuity Act 1972</u> : 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) | <u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u> : The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are: <ul style="list-style-type: none"> <li>(i) Pension or family pension on retirement or death, as the case may be.</li> <li>(ii) Deposit linked insurance on the death in harness of the worker.</li> <li>(iii) Payment of P.F. accumulation on retirement/death etc.</li> </ul>  |
| (d) | <u>Maternity Benefit Act 1961</u> : The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.  |
| (e) | <u>Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013</u> : 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) | <u>Contract Labour (Regulation &amp; Abolition) Act 1970</u> : 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. |

<sup>39</sup> This 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.

- (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.
- (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 up to 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 mattes 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 foe 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 2

### Tables of Adjustment Data

(Cl. 45 of GCC)

**Table 1: Coefficients governing the adjustment for changes in cost.**

S. No.	Coefficients Name	Symbol	Schedules (Reference Number)								
			<i>[Description of each schedule is given below]</i>								
			S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	S <sub>6</sub>	S <sub>7</sub>	S <sub>8</sub>	S <sub>9</sub>
1.	Fixed	a	15	15	15	15	15	15	15	15	15
2.	Labour [L]	b									
3.	Steel [S]	c									
4.	Cement [C]	d									
5.	Plant & Equipment spares [E]	e									
6.	Diesel and Petroleum products [D]	f									
7.	Bitumen [B]	g									
8.	Others [O]	0									
	<b>Total</b>		<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

[Note: (a) Fixed element is normally 15%; (b) Employer to fill-up above Table.]

#### ***BOQ SCHEDULES***

*[The following Schedules are for example only. The schedules may be modified and specified as appropriate for each work]*

- Schedule 1: Earth Work in Formation
- Schedule 2: Civil Engineering Work (Bridge)
- Schedule 3: Civil Engineering Work Building,
- Schedule 4: Steel Fabrication Works
- Schedule 5: Road Works –WBM
- Schedule 6: Road BTM
- Schedule 7:

**Table 2:** Cost Indices and Reference Prices (applicable for specific items) for adjustment in contract prices [as per GCC 45].

WPI with base 2004-2005 = 100 on the Base Date

Base Date = Deadline for submission of bids

S. No.	Cost Element	Sym bol	Indices or Cost on the Base Date	Index for adjustment	Sources of Index
[1]	[2]	[3]	[4]	[5]	[6]
1.	Fixed	a			
2.	Labour	b	L <sub>o</sub> - all India average Consumer Price Index (CPI) Number for Industrial Workers for ..... centre <sup>40</sup> (Base 2001 = 100) on the base date.	L <sub>n</sub> -CPI for the month for which the IPC is related	Labour Bureau, Ministry of Labour and Employment, Government of India.
3.	Steel	c	S <sub>o</sub> – Whole-sale Price Index (WPI) for Steel [ <i>Steel Long</i> ]	S <sub>n</sub> -WPI for the month which is two months prior to the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India.
4.	Cement	d	C <sub>o</sub> -WPI for Grey Cement	C <sub>n</sub> -WPI for the month which the cement is brought to site or one month prior to the month to which IPC is related, whichever is less	Economic Advisor, Ministry of Commerce and Industry, Government of India
5.	Plant & Equipment spares	e	E <sub>o</sub> -WPI for “Construction machinery”	E <sub>n</sub> – WPI for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India
6.	Diesel <sup>41</sup>	f	Do-Unit Cost from the identified depot on the base date	D <sub>n</sub> -Unit Cost for on the first day of the month to which the IPC relates	From the ..... Depot
7.	Bitumen <sup>42</sup>	g	Bo-Unit Cost from the identified refinery on the base date	B <sub>n</sub> - Cost per unit quantity on the first day of the month in which the material is brought to site or two months prior to the date to which IPC is related	From .... Refinery
8.	Others	h	Oo- All India Wholesale Price Index (WPI) for all commodities	On- All India WPI for all commodities for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India

IPC – Interim Payment Certificate

<sup>40</sup> The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau.<sup>41</sup> The PCC specifies the identified depot for the rate of diesel for the base date and the applicable date for price adjustment.<sup>42</sup> The PCC specifies the identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment.

Appendix -3<sup>43</sup>  
**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 up to 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

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<sup>43</sup> If ITB 46 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.

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.

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, ES performance security if applicable, and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

# 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 modified<sup>44</sup> 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.<sup>45</sup>
- (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.<sup>46</sup>

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]*

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<sup>44</sup> Delete “corrected and” or “and modified” if not applicable. See Notes on Standard Form of Agreement, next page.

<sup>45</sup> 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.

<sup>46</sup> 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.

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 40, and ES Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** in the form detailed in ITB Clause 45 for amounts<sup>47</sup> of Rs. \_\_\_\_ and Rs. \_\_\_\_\_ 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 in accordance with the Conditions of Contract. The securities shall be valid up to 28 days from the date of completion i.e. up to ..... and shall be as per the Performance Security Form and the ES Performance Security Form ***[Delete reference to the ES 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 along with 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 ES 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.....

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<sup>47</sup> Insert amounts for (i) Performance Security, plus additional security for unbalanced bids; and (ii) ES Performance Security respectively.

# 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 the . . . . . day 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.
  - (a) this Agreement
  - (b) the Letter of Acceptance
  - (c) the Contractor’s Bid including completed schedules and priced bill of quantities,
  - (d) the Addenda No’s . . . . . *[insert addenda numbers if any]*. . . . .
  - (e) the Particular Conditions of contract
  - (f) the General Conditions of contract;
  - (g) the Specifications
  - (h) the Drawings; and
  - (i) Construction Program, Methodology, Quality Assurance Program, ES Management Strategies and Implementation Plans, and Code of Conduct for Contractor’s Personnel (ES)
  - (j) Joint Venture Agreement [for JVs only]
  - (k) 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: .....  
for and on behalf of the Employer

Signed by: .....  
for and on behalf the Contractor

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

in the  
presence of: .....  
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 Contractor<sup>48</sup>]*  
 (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, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>49</sup>]* \_\_\_\_\_ *[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.

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<sup>48</sup> In the case of a JV, insert the name of the Joint Venture

<sup>49</sup> 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.



This guarantee shall be valid until .....<sup>50</sup>, 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.***

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<sup>50</sup> Insert the date twenty-eight days after the expected completion date as described in GCC 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 and Social Performance Security ES - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

ES 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 Contractor<sup>51</sup>]*  
 (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 and Social (ES) 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, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>52</sup>]* \_\_\_\_\_ *[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.

<sup>51</sup> In the case of a JV, insert the name of the Joint Venture

<sup>52</sup> 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.

This guarantee shall be valid until .....<sup>53</sup>, 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.***

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<sup>53</sup> Insert the date twenty-eight days after the expected completion date as described in GCC 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 Contractor<sup>54</sup>]* (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 guarantee<sup>55</sup>]* \_\_\_\_\_ *[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.

<sup>54</sup> In the case of a JV, insert the name of the Joint Venture

<sup>55</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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.*

## 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 contractor<sup>56</sup>]* (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 words<sup>57</sup>]*) 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.

<sup>56</sup> In the case of a JV, insert the name of the Joint Venture

<sup>57</sup> The 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.

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*[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.***