



MINISTRY OF SHIPPING, GOVT. OF INDIA
INLAND WATERWAYS AUTHORITY OF INDIA

PROJECT: CAPACITY AUGMENTATION of NW-1
(JMVP-Arth Ganga)

TENDER No. IWAI/HY/1(1)/RIS-I/2020-21

National Competitive Bidding
(Two-Envelope Bidding Process with e-Procurement)

NAME OF NON-CONSULTING SERVICE : CAMC AND O&M OF RIS STATIONS
OF PHASE-I AND CAMC OF SHIP
STATIONS

PERIOD OF SALE OF BIDDING : From 12.02.2021
DOCUMENT : To 16.03.2021 Upto 15:00 Hrs.

LAST DATE AND TIME FOR : From
SUBMISSION OF BIDS : To 16.03.2021 Upto 15:00 Hrs.

* TIME AND DATE OF OPENING : From 16.03.2021 at 15:30 Hrs.
BIDS– Technical Part : To

PLACE OF OPENING OF BIDS : A-13, Sector-1, Noida – 201301,
Uttar Pradesh
Tel: (0120) 2522971, **Fax :** (0120)
2543973

OFFICER INVITING BIDS : Mr. Pravir Pandey, Vice Chairman

ADDRESS FOR COMMUNICATION : Inland Waterways Authority of India
A-13, Sector -1, Noida – 201 301 (UP)

INVITATION FOR BIDS

	<p>Project Management Unit Arth Ganga Programme, Jal Marg Vikas Project INLAND WATERWAYS AUTHORITY OF INDIA (Ministry of Ports, Shipping and Waterways, Govt. of India) Head Office : A-13, Sector – 1, Noida - 201 301 Phone 0120-2544004, Fax 0120-2543976, vc.iwai@nic.in</p>	
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Notice Inviting Tender

Inland Waterways Authority of India, a Statutory Body under the Ministry of Ports, Shipping & Waterways, Government of India, invites tender for CAMC and O&M of RIS Stations – Phase -1 (Haldia – Farakka of NW-1) and CAMC of Ship Stations on National Waterway No. 1 (river Ganga) from interested bidders.

The last date for receipt of tenders is 16th March 2021. For details visit 'NIT for **CAMC AND O&M OF RIS STATIONS OF PHASE-I AND CAMC OF SHIP STATION** on IWAI website 'www.iwai.nic.in' and e-procurement portal 'https://eprocure.gov.in/eprocure/app'.

Date: 12.02.2021

PROJECT DIRECTOR (JMVP)

GOVERNMENT OF INDIA
CAPACITY AUGMENTATION of NW-1 (JMVP-Arth Ganga)
Invitation for Bids(IFB)
Non-Consulting Services
E-Procurement Notice
(Two-Envelope Bidding Process with e-Procurement)

NATIONAL COMPETITIVE BIDDING

Project: CAPACITY AUGMENTATION of NW-1 (JMVP-Arth Ganga)

Contract title: CAMC and O&M of RIS Stations of Phase-I and CAMC of Ship Stations

Loan No. 8752-IN

IFB No: IWAI/HY/1(1)/RIS-I/2020-21

Issued on: 12.02.2021

1. The Government of India has received financing from the World Bank toward the cost of the “JMVP - Arth Ganga”, and intends to apply part of the proceeds toward payments under the contract¹ for CAMC and O&M of RIS Stations of Phase-I and CAMC of Ship Stations as detailed below².
 - Supply of technical man power for monitoring vessels operation through River Information system established at 5 remote (base station site) at the Haldia, Tribeni, Swaroopganj, Kumarpur and Ballia and two control centers at Farakka and GR Jetty. Both the control stations monitors the vessels plying in this river stretch via Automatic Identification System (AIS) and communicate with Vessels via VHF.
 - Under this project, there are 30 vessels which are also equipped with Inland AIS system, short range radar and VHF.
 - Includes CAMC and O&M of 7 nos RIS Stations CAMC of 30 nos Ship Stations.
2. The *Inland Waterways Authority of India, Noida* now invites online Bids from eligible Bidders for CAMC and O&M of RIS Stations of Phase-I and CAMC of Ship Stations detailed in the Table. The bidders may submit bids for any or all of the Non-Consulting Services indicated therein. 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

¹ Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 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.”

² Insert if applicable: “This contract will be jointly financed by [insert name of co-financing agency]. Bidding process will be governed by the World Bank’s Procurement Guidelines.”

of the contract. In addition, please refer to paragraphs 1.6 and 1.7 of World Bank's Procurement Guidelines setting forth the World Bank's policy on conflict of interest.

3. Bidding will be conducted through national competitive bidding procedures agreed with the World Bank. Bidding is open to all eligible Bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011 revised July 2014. Bidders from India should, however, be registered with the Government of India or other State Governments/ 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.
4. Interested eligible Bidders may obtain further information from *Vice Chairman* and inspect the bidding document during office hours *0930 to 1800 hours, IST* at the address given below [*state address at the end of this IFB*]³.
5. The bidding document is available online on <https://eprocure.gov.in/eprocure/app>. from 12.02.2021 to 16.03.2021 for a non-refundable fee as indicated in the table, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Noida/New Delhi in favour of IWAI FUND – Jal Marg Vikas (Demand draft to be submitted subsequently as per the procedure described in paragraph 9 below). Bidders will be required to register on the website, which is free of cost. The bidder 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: A non-refundable fee of Rs 5900/- (inclusive of tax) is required to be paid (to be submitted along with other documents listed in paragraph 9 below) before the opening of the bid i.e. before 16.03.2021. The mode of payment shall be in the form of DD drawn in favour of IWAI FUND payable at Noida /New Delhi from any scheduled Bank.
7. Bids must be submitted online on <https://eprocure.gov.in/eprocure/app> on or before 15:00 hours on 16.03.2021 and the 'Technical Part' of the bids will be opened online on the same day at 15:30 hours. 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

³ The office for inquiry and issuance of Bidding Document and that for Bid submission may or may not be the same.

working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.

8. All Bids must be accompanied by a Bid Security of the amount specified for the non-consulting service 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.
9. The bidders are required to submit (a) original demand drafts /RTGS payment proof towards the cost of bid document and registration on e-procurement website (if not previously registered); (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with Vice Chairman, Inland Waterways Authority of India, A-13, Sector -1, Noida – 201 301 (UP) before the opening of the technical part of the Bid i.e. before 16.03.2021, 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. Other details can be seen in the bidding document. 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.
11. The address for communication is as under:

Shri. Pravir Pandey
Vice Chairman
Inland Waterways Authority of India (IWAI)
A-13, Sector -1, NOIDA,
Gautam Buddha Nagar (District)
Uttar Pradesh PIN 201301
Land Line:
e-mail ID: vc.iwai@nic.in
Web site; www.iwai.gov.in

TABLE

Package No	Name of Non-Consulting Service	Bid Security * (Rs.)	Cost of Document (Rs.)	Period of Completion
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
A	O&M and CAMC of River Information Services (RIS) System in Sagar – Farakka Stretch of NW – I	6,13,000/-	5000/- + 18% GST= 5900/-	3 years from the date of award
B	CAMC of Ship Stations	1,91,000/-		3 years from the date of award

Name of officer and title
Seal of office
Address

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Part I – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids (IFB), **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this IFB procurement are **specified in the BDS**.
- 1.2 Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.

2. Source of Funds

- 2.1 The Government of India or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received 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**, toward the project **named 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 in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, 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), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal 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 4.6, 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. In case of a successful bid, 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. Any Bidder 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) any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
 - (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
 - (g) 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
 - (h) 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 document 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 firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. 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 subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose 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**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
- 4.7 Not used.
- 4.8 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.
- 4.9 Not used.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 Not used.

5. Qualification of the Bidder

- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 Not used.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The bidding document consists 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 9.

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 - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Invitation for Bids (IFB) issued by the Employer is not part of this bidding document.

- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid, all information or documentation as is required by the bidding document.

7. Site Visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

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| <p>8. Clarification of Bidding Document</p> | <p>8.1 The electronic bidding system specified in the BDS provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online. 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 document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.</p> |
| <p>9. Amendment of Bidding Document</p> | <p>9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda. The addendum 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, or as otherwise specified in BDS.</p> <p>9.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.</p> |

C. Preparation of Bids

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|--|--|
| <p>10. Cost of Bidding</p> | <p>10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p> |
| <p>11. Language of Bid</p> | <p>11.1 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 into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p> |
| <p>12. Documents Comprising the Bid</p> | <p>12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> |

12.2 The Technical Part shall contain the following:

- (a) **Letter of Bid– Technical Part** prepared in accordance with ITB 13;
- (b) **Bid Security** in accordance with ITB 20.1;
- (c) **Alternative Bid– Technical Part:** if permissible in accordance with ITB 14;
- (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (e) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (f) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (g) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (h) any other document **required in the BDS.**

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

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 13 and ITB 15;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 14; and
- (d) any other document **required in the BDS.**

12.4 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.

12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

- 12.6 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, and to contract execution if the Bidder is awarded the contract.

13. Process of Bid Submission

- 13.1 The Letter of Bid– Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

- 13.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule shall be submitted online on e-procurement system specified in ITB 8.1. 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 12 and 13.3 should also be uploaded on this website.

- 13.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per IFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the opening of the technical part of the Bid, 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.

14. Alternative Bids

- 14.1 Unless otherwise **indicated in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

- 14.3 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be **identified in the BDS**, as will be the method for their evaluating, and described in Section VII, Employer's Requirements.

15. Bid Prices and Discounts

- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and in the Activity Schedule(s) shall conform to the requirements specified below.
- 15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 13.1.
- 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and the General Conditions of Contract.
- 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 15.9 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Service Provider). The bidder shall furnish alongwith his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. 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 construction equipment/ machinery/ goods for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the specifications/performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of 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 Service Provider when in need, and to the extent the Employer determines the quantities indicated therein are reasonable. 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 or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/ machinery/goods as a result of the above shall not be a cause for granting any extension of time.

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| 16. Currencies of Bid and Payment | 16.1 The prices shall be quoted by the Bidder, and shall be paid for by the Employer, entirely in Indian Rupees. |
| 17. Documents Establishing Conformity of Services | <p>17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.</p> <p>17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or</p> |

are superior to those specified in the Section VII, Employer's Requirements.

**18. Documents
Establishing
the Eligibility
and
Qualifications
of the Bidder**

- 18.1 To establish their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

**19. Period of
Validity of
Bids**

- 19.1 Bids shall remain valid for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 19.2 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 20, it shall also be extended for a corresponding 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 19.3.
- 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, 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.

20. Bid Security

20.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form, and in the amount and currency **specified in the BDS**.

20.2 Not used.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India;
- (b) an irrevocable letter of credit issued by a Nationalized/ Scheduled bank located in India;
- (c) a cashier's or certified check or demand draft from a Nationalized/ Scheduled bank located in India; or
- (d) another security **specified in the BDS**.

If the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in 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 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, 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 pursuant to ITB 48.

20.6 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.

20.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or if the

Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 36; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 47; or

(ii) furnish a performance security in accordance with ITB 48.

20.8 The Bid Security of a JV must 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 shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 Not used.

21. Format and Signing of Bid

21.1 The Bidder shall prepare the Bid as per details given in ITB 22.

21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.

21.3 The Bid shall be signed by a person or persons 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 alongwith the Bid.

21.4 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. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.

21.5 Any corrections can be carried out by editing the information before electronic submission on e-procurement portal.

D. Online Submission of Bids

22. Preparation of Bids

22.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 8.1. 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 Non-Consulting Services 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, alongwith the bid, otherwise the bid will be rejected.

22.2 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.

22.3 All the documents are required to be signed digitally by the bidder. After electronic online 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.

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

23. Deadline for Submission of Bids

23.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, 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.

24. Late Bids

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

25. Withdrawal, Substitution and Modification of Bids

25.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for

bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.
- 25.3 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 - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 20.7.

E. Public Opening of Technical Parts of Bids

26. Public Opening of Technical Parts of Bids

- 26.1 The Employer shall, at the Bid opening, 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 choose 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 13.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, Alternative Bid – Technical Part, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.
- 26.2 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 alternative bids – technical parts if permitted in ITB 14, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.

E. Evaluation and Comparison of Bids – General Provisions

27. Confidentiality

- 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is transmitted to all Bidders in accordance with ITB 45.
- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, 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 should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and 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.

28.2 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.

29. Deviations, Reservations, and Omissions

29.1 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.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.

30.2 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 or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 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

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| 31. Evaluation of Technical Parts | 31.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in ITB 32, ITB 33, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| 32. Determination of Responsiveness | <p>32.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.</p> <p>32.2 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:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services 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 Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>32.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.</p> <p>32.4 If a Bid is not substantially responsive to the requirements of 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.</p> |
| 33. Qualification of the Bidder | <p>33.1 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.</p> <p>33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's</p> |

subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.

- 33.3 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.
- 33.4 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.

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 will not be opened; and
 - (c) notify them of the date, time and location of the 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 location of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**
- 34.3 The opening date should allow Bidders sufficient time to 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 chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices,

the total amount of each bid, per lot (contract) if applicable, including any discounts and Alternative Bid – Financial Part, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

- 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, if permitted, 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 In evaluating the Financial Part of each Bid, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) not used;
 - (b) price adjustment due to discounts offered in accordance with ITB 15.4;
 - (c) not used;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (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 The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and

therefore there is no scope of discrepancy and need for arithmetic correction.

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| 37. Conversion to Single Currency | 37.1 Not used. |
| 38. Margin of Preference | 38.1 Not used. |
| 39. Comparison of Financial Parts of Bids | 39.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.1 to determine the Bid that has the lowest evaluated cost. |
| 40. Abnormally Low Bids | 40.1 Not used. |
| 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. |
| 42. Standstill Period | 42.1 Not used. |
| 43. Notification of Intention to Award | 43.1 Not used. |

J. Award of Contract

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| 44. Award Criteria | 44.1 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. |
| 45. Notification of Award | 45.1 Prior to the expiration of the Bid Validity Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). |

45.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

45.3 The Contract Award Notice shall be published on a National website (GoI website <http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette.

45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

46. Debriefing by the Employer

46.1 Not used.

47. Signing of Contract

47.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it 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. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.

47.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 48, and revised methodology for delivery of services; (b) 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; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.

47.3 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.

48. Performance Security

- 48.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3.9, and in the amount and form **stipulated in the BDS**.
- 48.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.
- 48.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract 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?

49. Adjudicator

- 49.1 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. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II -Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Invitation for Bids (IFB) is: IWAI/HY/1(1)/RIS-I/2020-21</p> <p>The Employer is: <i>Inland Waterway Authority of India</i></p> <p>The name of the IFB is: CAMC AND O&M OF RIS STATIONS OF PHASE-I AND CAMC OF SHIP STATIONS</p> <p>The number and identification of lots (contracts) comprising this IFB is: 02 Lots (Schedule A and Schedule B)</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 8.1.
ITB 1.3	The Intended Completion Date is <i>3 years from the date of award</i>
ITB 2.1	<p>The Borrower is Government of India</p> <p>Loan or Financing Agreement amount: <i>\$800 Million</i></p> <p>The name of the Project is: <i>Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas Project)</i></p>
ITB 4.1	<p>Bids from Joint Ventures are permitted</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: <i>Two</i></p> <p>(b) Place where the agreement to form JV to be registered is India.</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, in case of a successful bid.</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>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .

	B. Contents of Bidding Document
ITB 8.1	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: e-procure portal</p> <p>https://eprocure.gov.in/eprocure/app.</p> <p>Requests for clarification should be received by the Employer no later than: <i>10 days from the date of publication of tender on e-procurement website</i></p>
ITB 9.1	<p>Pre-bid meeting would be held on 22.02.2021 at 15:00 Hrs (time)</p> <p>The address for conducting pre-bid meeting is as given below: IWAI Noida A-13, Sector-1, Gautam Buddha Nagar, NOIDA, UP - 201301</p> <p>The addendum will appear on the e-procurement system <u>under tender ID published in portal</u> and email notification is also automatically sent to those bidders who have started working on this tender. In addition, addendum will also published in IWAI web site under tender section (https://iwai.gov.in/tenders.php?catid=0)</p>
	C. Preparation of Bids
ITB 12.2 (h)	<p>The Bidder shall submit the following additional documents in its Bid: <i>[list any additional document not already listed in ITB 12.2 that must be submitted with the Bid. The list of additional documents should include the following]</i></p> <ol style="list-style-type: none"> <i>1. Proof of Tender Fee</i> <i>2. ESIC & EPFO registration certificate</i> <p>The lead bidder should have a valid EPF/ESIC certificate.</p> <p>In case, the successful bidder is a JV, then all the statutory certificate should be in the name of JV.</p>
ITB 12.3 (d)	<p>The Bidder shall submit the following additional documents in its Bid: <i>No additional documents.</i></p>
ITB 13	<p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-</p>

	procurement portal along with the scanned copies of the supporting documents.
ITB 13.3	For submission of original documents, the Employer's address is: Attention:/[Shri.Pravir Pandey, Vice Chairman] Inland Waterways Authority of India A-13, Sector-1, Noida Gautam Buda Nagar , Utter Pradesh 201 301
ITB 14.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 14.3	Not applicable
ITB 15.4	<i>Not applicable</i>
ITB 15.7	The prices quoted by the Bidder <i>“shall not”</i> be subject to adjustment during the performance of the Contract.
ITB 19.1	The Bid validity period shall be 90 days.
ITB 19.3 (a)	Not applicable
ITB 20.1	A Bid Security <i>“shall be”</i> required. <i>The Bid security shall be as follows:</i> <i>Schedule A (Lot1): Rs. 6.13 Lacs</i> <i>Schedule B (Lot2): Rs. 1.91 Lacs</i>
ITB 20.3 (d)	Other types of acceptable securities: Bank Guarantee issued by a Nationalized/ Scheduled bank located in India for equivalent or higher values are acceptable as bid security provided it is pledged in favour of IWAI Fund. Name of Bank Account: - IWAI Fund Jal Marg Vikas Bank Name & Address: - Syndicate Bank, Sector-18, Morna Branch, Noida, UP Bank Account Number: - 87781010014534 Bank Account Number: - SYNB0008778

ITB 21.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Legally valid Power of Attorney supported by a Board resolution or any other similar document.</i></p> <p><i>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></p>
D. Online Submission and Opening of Bids	
ITB 22.1	Class of DSC required is: II
ITB 23.1	<p>The deadline for uploading the Bids is:</p> <p>Date :16.03.2021</p> <p>Time: 15:00 Hrs IST</p>
ITB 25.1	Re-submission of the bid not allowed, if withdrawn.
E. Public Opening of Technical Parts of Bids	
ITB 26.1	<p>The online opening of Technical Parts of Bids shall take place at:</p> <p>Inland Waterways Authority of India</p> <p>A-13, Sector-1, Noida</p> <p>Gautam Buda Nagar , Utter Pradesh 201 301</p> <p>Date: 16.03.2021</p> <p>Time: 15:30 Hrs IST</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>
F. Evaluation and Comparison of Bids – General Provisions	
ITB 30.3	<p>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.</p>
H. Public Opening of Financial Parts of Bids	

ITB 34.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time and location of the public opening of Financial Parts of Bids.</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 e procure portal and IWAI website.</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>
ITB 35.4	<p>New Clause (Unbalanced or front loaded bid)</p> <p>If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal inconsistency of those prices with the method 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.</p>
	<p>J. Award of Contract</p>
ITB 48.1	<p>The Performance Security amount is 5 percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Employer shall be <i>a Bank Guarantee</i>.</p> <p>A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of work.</p>
ITB 49	<p>The Adjudicator proposed by the Employer is _____.</p> <p>The daily rate for this proposed Adjudicator shall be _____. <i>[insert amount -say not less than Rs 10,000 per day]</i>.</p> <p>The biographical data of the proposed Adjudicator is as follows: _____.</p> <p><i>[Provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary- normally a professional with requisite experience. The Adjudicator proposed should not be an employee of Government or Service Provider].</i></p> <p>Note:</p> <p><i>Institutions such as Indian Council of Arbitration (ICA) also maintain panel of experienced and trained adjudicators and if needed, such institutions</i></p>

	<p><i>could be approached for providing a list of potential adjudicators. If this option is to be used, above clause may be modified as:</i></p> <p>“The Adjudicator proposed by the Employer is: and has been identified from the list provided by <i>[insert name of the Institution]</i>. The daily fee payable to Adjudicator is Rs..... as per the rules of the Institution.”</p>
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Section III - Evaluation and Qualification Criteria

A. Award Criteria

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the lowest evaluated Bidder whose offer is substantially responsive to the Bidding Document, and is qualified to perform the Contract satisfactorily.

B. TECHNICAL PART

1. Adequacy of Technical Proposal

In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in the Instructions to Bidders and Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

Evaluation of the Bidder's Technical Proposal will include 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, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

2. Qualification

2.1 All Bidders shall include the following information and documents with their Bids:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Work / Services performed for each of the last seven years;
- (c) experience in Services of a similar nature and size for each of the last seven years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

2.2 Bids submitted by a joint venture of two firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below; 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; All members of JV should have active participation in providing services during the currency of the contract, and the division of assignments to each member should not be varied/modified subsequently without prior approval of the Employer;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge; and
- (f) The joint venture agreement should be registered in **India** so as to be legally valid and binding on members. The Lead Member of JV shall at all time during the execution of contract equity equivalent to at least 51% of the subscribed and paid up capital of the registered JV entity. Further, other JV members shall hold at least 26% of the subscribed and paid up capital of the registered JV entity.

2.3 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified **below**;

- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below**;
- (c) Not applicable;
- (d) a RIS Manager with five years' experience in Services of an equivalent nature and volume; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

A consistent history of litigation or arbitration awards against the Applicant or any member of a Joint Venture may result in disqualification.

2.4 Qualification Requirements

Joint Ventures	The information needed for Bids submitted by joint ventures is as follows: <i>Proposed share holding pattern of the intended JV which would be registered, if successful.</i>																		
Annual Volume	The minimum required annual volume of Services for the successful Bidder in average of the last five years shall be: <table border="1"> <tr> <th></th><th>For Schedule A (in Rs.)</th><th>For Schedule B (in Rs.)</th><th>For both Schedules (in Rs.)</th></tr> <tr> <td>Annual Turnover</td><td>1,22,60,000</td><td>38,25,000</td><td>1,60,85,000</td></tr> </table>				For Schedule A (in Rs.)	For Schedule B (in Rs.)	For both Schedules (in Rs.)	Annual Turnover	1,22,60,000	38,25,000	1,60,85,000								
	For Schedule A (in Rs.)	For Schedule B (in Rs.)	For both Schedules (in Rs.)																
Annual Turnover	1,22,60,000	38,25,000	1,60,85,000																
Experience	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 7 years the following: <table border="1"> <tr> <th></th><th>1 similar work (in Rs.)</th><th>2 similar works (in Rs.)</th><th>3 similar works (in Rs.)</th></tr> <tr> <td>Schedule A (Lot1)</td><td>2,45,20,000</td><td>1,53,30,000</td><td>1,22,60,000</td></tr> <tr> <td>Schedule B (Lot2)</td><td>76,50,000</td><td>47,81,000</td><td>38,25,000</td></tr> <tr> <td>For both Schedules / Lot</td><td>3,21,70,000</td><td>2,01,11,000</td><td>1,60,85,000</td></tr> </table> <p>the bidder should provide documentary evidence (i.e. work order(s) and completion certificate issued by the client on their letterhead) to support his claim for the works mentioned above</p> <p>For this purpose, the “Similar Works” means, Works successfully completed on Supply, Installation, Overall Maintenance, Security &</p>				1 similar work (in Rs.)	2 similar works (in Rs.)	3 similar works (in Rs.)	Schedule A (Lot1)	2,45,20,000	1,53,30,000	1,22,60,000	Schedule B (Lot2)	76,50,000	47,81,000	38,25,000	For both Schedules / Lot	3,21,70,000	2,01,11,000	1,60,85,000
	1 similar work (in Rs.)	2 similar works (in Rs.)	3 similar works (in Rs.)																
Schedule A (Lot1)	2,45,20,000	1,53,30,000	1,22,60,000																
Schedule B (Lot2)	76,50,000	47,81,000	38,25,000																
For both Schedules / Lot	3,21,70,000	2,01,11,000	1,60,85,000																

	CAMC for RIS system OR Vessel Traffic Management System (VTMS)/ VHF Transmitter OR Automatic Identification System (AIS) OR Automatic Vehicle Tracking system OR Integration along with setting up of communication network (WAN) OR installations of Marine Survey equipment such as Echo sounder, DGPS, Radar, Communication equipment's etc. in that order.					
Essential Equipment	Not Applicable					
Key Personnel	The Key Personnel required for the project implementation are (For Schedule A (Lot 1) only):					
	S. No.	Designation of Personnel	No.	Minimum Qualification	Minimum years of experience	Minimum experience in providing similar services
	1	RIS Manager	02	The Manager shall be V103/1 qualified and B. Tech / Diploma in Electronic & Communication / Electrical / Communication engineering duly trained by OEM covering necessary subject of VTS & AIS equipment and associated software.	05 years	05 years
	2	RIS Operator	11	Operator shall be Diploma Electronic & Communication /Electrical / Communication engineering or Ex. Petty Officer/ Chief Petty Officer (Radar Plotter I of Indian Navy and have undergone IALA VTS Operator Training V103/1 for the personnel monitoring the control station. (experience candidate is preferable)	-	—
	<i>[Indicate designation, qualification & Experience for each person and furnished their Curriculum Vitae]</i> The persons of the following department(s) are not permitted to be in the employment of the Bidder: Not Applicable					
Liquid Assets	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:					
		For Schedule A (in Rs.)	For Schedule B (in Rs.)	For both Schedules (in Rs.)		
	Solvency	1,22,60,000	38,25,000	1,60,85,000		

Subcontractors	Subcontractors' experience <i>shall not</i> be taken into account.
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2.5 The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources *will not be taken* into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

2.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:-

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement;
- record of poor performance such as abandoning the works or services, not properly completed or financial failures etc.;
- consistent history of litigation or arbitration awards against the bidder or any member of the joint venture.

2.7 Evaluation for Technical Qualification

2.7.1 The Bids shall be evaluated based on the eligibility & qualification criteria mentioned in above. In case a bidder fails to meet the above-mentioned eligibility & qualification criteria, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.

2.7.2 The Technical Bids must score at least 60 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders who's Technical Bids have a score of 60 marks or more (out of 100) would be opened for further processing.

2.7.3 The points earmarked for evaluation of Technical Bids would be as follows:

Detailed marking scheme

2.7.4 In the first stage, the Technical bid will be evaluated Lot-wise on the basis of the bidder's experience, and experience of its key personnel. Only those bidders whose Technical Bids score 50 marks or more out of 100 shall qualify

for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST). The scoring criteria to be used for evaluation shall be as follows.

General Evaluation Criteria

Table 1: Criteria for relevant experience of the firm for the assignment (in past five (7) years) - 30 Marks

S No	Description	Marks
1	Year of Establishment of the Firm	10
	1a. Establishment 1 to 4 Years	3
	1b. Establishment 4 to 7 Years	6
	1c. Establishment More than 7 Years	10
2	Financial capacity of the Bidder	10
	2a. Turnover upto Rs 10 Crore (Sch-A)/ Rs 2.7 Crore (Sch-B)	5
	2b. Turnover more than 10 Crores upto Rs 20 Crore (Sch-A)/ more than 2.7 Crores upto Rs 5.4 Crore (Sch-B)	7
	2c. Turnover more than 20 Crores (Sch-A)/ more than Rs 5.4 Crore (Sch-B)	10
3	Completed at least RIS/VTMS Installation/DGPS Stations/AIS/Radar	10
	3a. One Similar Work	5
	3b. Two Similar Work	7
	3c. Three Similar Work	10

Table 2: Adequacy of the proposed Approach & Methodology in responding to Terms of Reference:- 20 Marks

S No	Description	Marks
1	Quality of Approach and Methodology	10
2	Work Plan to undertake the work	10

Table 3: General Qualification criteria for the assignment shall be evaluated. The weight age for various particulars are as under:

SI No.	Area of Evaluation	Max Marks
1	Details of Project Implementation Schedule pertaining to the Project	5
2	Accreditation of any or all the partners by a quality assurance agency	2

3	Compliance of Technical Specifications	45
4	Customer Support	5
5	Training	5
6	Supply of spares	5
7	CAMC Support	5
	Total =	100

NOTE: If the Key Personnel proposed in the CV does not fulfill the minimum academic qualification, the overall score of his CV will be evaluated as zero. All such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm. L-1 firm will be intimated for replacement of such personnel and work will be awarded after receipt of CV's fulfilling the tender criteria.

3.0 Alternative Technical Solutions for specified parts of the Services

Not Applicable

C. FINANCIAL PART

1. Evaluation (ITB 35.1(f))

In addition to the criteria listed in ITB 35.1 (a) to (e) the following criteria shall apply:

.....

2. Multiple Contracts

Pursuant to ITB 35.3 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows:

(a) Award Criteria for Multiple Contracts [ITB 35.3]:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The

contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

(b) Qualification Criteria for Multiple Contracts:

The criteria for qualification is aggregate minimum requirement for respective lots as defined by the Employer as detailed in S No. 2 above on Page 33.

3. Alternative Times for Completion

An alternative Completion Time, if permitted under ITB 14.2, will be evaluated as follows:

.....NOT APPLICABLE

.....

[describe method, i.e. adding to the bid price a penalty of a given amount per month of proposed completion time above the minimum completion time offered]

[Note: the Services specified in the Activity Schedule are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Activity Schedule – Completion Schedules. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor e.g. 0.5% per week or part of week], will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Activity Schedule]

4. Alternative Technical Solutions- Financial Part for specified parts of the Services

If permitted under ITB 14.3, will be evaluated as follows:

.....NOT APPLICABLE

.....

5. Sustainable procurement - Not Applicable

Section IV- Bidding Forms

Table of Forms

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Schedule Forms57

Activity Schedule.....Error! Bookmark not defined.

Letter of Bid – Technical Part

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

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

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

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

IFB No.: *[insert number of IFB process]*

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

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document for the following: *[insert a brief description of the Non-Consulting Services]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (h) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (l) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator
- [or]*
- We do not accept the appoint of *[insert name proposed in Bid Data Sheet]* as the Adjudicator and propose instead that *[insert name]* be appointed as Adjudicator whose daily fees and biographical data are attached; and
- (m) If awarded the contract, the person named below shall act as Service Provider's Representative:
- _____

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

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

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

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

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

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

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

Letter of Bid – Financial Part

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

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

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

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

IFB No.: *[insert number of IFB process]*

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

**To: Inland Waterways Authority of India
A-13, Sector-1, Noida
Gautam Buda Nagar District (U.P)
PIN 201 301**

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

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

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in Rs in words and figures]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in Rs in words and figures]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in Rs in words and figures]*;

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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.

Appendix to Technical Part

Bidder Information Form

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

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

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's actual or intended year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's legal Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Bidder's JV Members Information Form

(Where permitted as per BDS ITB 4.1)

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

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

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Qualification Information

Notes on Form of Qualification Information

The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in five years, and payments received in the last five years preceding the year in which bids are invited. *(Attach certificate from Chartered Accountant):*

Year	(Equivalent Rs. millions)
20 - 20	
20 - 20	
20 - 20	
20 - 20	
20 - 20	

1.3 Services performed as prime Service Provider *(in the same name and style)* on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. *[Attach certificate from the Engineer-in-charge.]*

Services performed as prime Service Provider <i>(in the same name and style)</i> on providing services of a similar nature and volume over the last five years ¹ . <i>[Attach certificate from the Engineer-in-charge.]</i>								
Project Name	Name of Employer	Description of Service	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

¹ Immediately preceding the financial year in which bids are received.

(B) Activities executed as prime Service Provider (in the same name and style) in the last five years:²									
	Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref)		
				1	2	3			
	20---20—								
	20---20—								
	20---20—								
	20---20—								
	20---20—								

[@ The items or activities for which data is requested should tally with that specified in Section III, Item 2 Qualification.

* Attach certificates from Engineer in-charge]

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of Equipment	Description	make	capacity	age (Years)	Condition	Number available	Owned	Leased	Purchased

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Qualification	Years of experience (general)	Years of experience in proposed position

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

² Immediately preceding the financial year in which bids are received.

Note: The capability of the subcontractors will also be assessed (on the same lines as for the main Service Provider) before according approval to him.

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
-

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents³. We certify/confirm that we comply with eligibility requirements as per ITB 4.

- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
-

- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award(Court or Arbitration)	Amount involved	Present status
(a)				
(b)				

- 1.11 Statement of compliance with the requirements of ITB 4.2.

- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Financial Standing of the Bidder	Financial Statements Summary: To be submitted by each bidder including each member of JV.			
	SUMMARY OF FINANCIAL STATEMENTS			
	Name of bidder/JV Member:			
	(Equivalent Rs. Million)			
	S.No.	Financial Information in Rupee equivalent with exchange	Actuals for Previous five years excluding the current financial year	Ref. of Page Nos. of Balance

³Attach certificate from a Nationalized/ Scheduled Bank in the format given in point 2 below.

		rate at the end of concerned year						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							
	9.	Profit before Tax							
	10.	Profit after Tax							
	11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)- (revaluation reserves +							
	12.	Miscellaneous expenditure not written off)							
	13.	Depreciation Current Ration (2)/(5)							
	14.	Net cash accruals= Profit after Tax + depreciation							
<p>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.</p>									
<p align="center">SAMPLE FORMAT (no substitute is acceptable) FOR EVIDENCE OF ACCESS TO FINANCIAL RESOURCES OR AVAILABILITY OF CREDIT FACILITIES* (Refer point 1.8 above)</p> <p align="center">BANK CERTIFICATE</p> <p>This is to certify that M/s.....is a reputed company with a good financial standing.</p>									

If the contract for the Services, 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 working capital requirements for executing the above contract.

---Sd.---

Name of Bank

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 Services, 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 M/s. 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.]

(To be given from a nationalized or scheduled bank in India. No other substitute will be acceptable)

- 3. Joint Ventures**
- 3.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.
 - 3.2 The information in 1.12 above shall be provided for the joint venture.
 - 3.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 3.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture;
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge;
- (d) All members of JV shall have active participation in providing services during the currency of the contract, and the division of assignments to each member shall not be varied/modified subsequently without prior approval of the Employer; and
- (e) The joint venture agreement shall be registered in the place specified in *Section III, Item 2 Qualification*, so as to be legally valid and binding on members.

3.5 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.

4. Additional Requirements

4.1 Bidders should provide any additional information required in the BDS.

5. Furnish details of participation proposed in the joint venture as below:

Details of participation in the joint venture

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'
Financial			
Name of the Banker(s)			
Planning			

Construction Equipment			
Key Personnel			
Execution of Services (Give details on proposed contribution of each)			

Appendix to Technical Part

Form....

(Name of the Project)

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

(Bidder's Name and Address)

To:
(Name of the Employer &
address)

Dear Sir:

Re: *[Name of Service]*.....

Certificate for Import/Procurement of Goods/ 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:

[illegible]

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 Services, based on the activities and the programme and methodology as furnished by us alongwith the bid.
6. We confirm that the above goods and equipment will be exclusively used for the providing the above Services and the equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature) _____

Place: _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

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

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

Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

Appendix to Technical Part

Method Statement

Appendix to Technical Part

Work Plan

Appendix to Technical Part

Form of Bid Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee No.....[insert guarantee reference number]

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

WHEREAS, _____ [name of Bidder]⁷ (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for execution of _____ [name of Contract] (hereinafter called "the Bid") under Invitation 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 _____⁸ 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 Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

- (2) If the Applicant 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

⁷In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and".

⁸The Applicant 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 20.1 of the Instructions to Bidders.

- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction 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 _____⁹ 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.

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

Appendix to Financial Part
Activity Schedule

S No.	Item	Unit	Consolidated Value to be paid per 3 years (Rs.)	GST@ 18%	3 years Charge with GST
	Form Fin – 1A: Summary of Costs – BoQ Sch-A –O&M of Control/Base Stations				
1	Engagement of two Control station managers meeting qualification & experience as in Tender 2 Nos X 36 Months	3 years			
2	Engagement of 11 nos. Operator's meeting qualification & experience as in Tender 11 Nos X 36 Months	3 years			
	Total payment to manpower supplied by the Contractor				
	1 st year- Service Charge against actual deployment	Deployment			
	2 nd year- Service Charge against actual deployment	Deployment			
	3 rd year- Service Charge against actual deployment	Deployment			
	Form Fin – 1B: Summary of Costs – BoQ Sch-A –CAMC RIS Stations (Control & Base Stations)				
	CAMC for 1st Year	Annum			
	CAMC for 2 nd Year	Annum			
	CAMC for 3 rd Year	Annum			
	GRAND TOTAL OF FIN 1A + 1B				

Note:

1. All payments shall be made as per the ToR and GCC

2. Any statutory deduction shall have to be made from the consolidated remuneration only and no additional payment would be made on that account. *(PF & ESI will be reimbursable in case same is mandatory as per Law)*”.

3. In case of any changes in the Act which has a bearing on the contract, the same should be complied with by the Outsourced Agency.
4. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under “Form Fin- 2A: Any variation in minimum wages clause by CLC or WB Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment. Any variation in minimum wages clause by CLC or WB Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment.
5. Since at present TDS is deducted at the rate of 2% of bill value quotations of administrative /service charge less than or equal the TDS would be treated as unresponsive and will not be considered.
7. For Schedule-A (cumulative for Fin-1A & Fin-1B) and Schedule B the L1 bidder shall be decided on the basis of lowest bid. In case of tie, the bidder having maximum marks in technical qualification will be awarded the work.

Authorized Signature**Name :****Designation :****Name of Firm :****Address :**

Form Fin – 2: Summary of Costs – BoQ (Sch B - RIS mobile / vessel station)					
SL No	Particulars	Amounts (in Figures)	GST @18%	Total Amounts (in Figures)	Amount in words
1	CAMC for 1 st year				
	CAMC for 2 nd year				
	CAMC for 3 rd year				
	GRAND TOTAL OF FIN - 2				

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

Appendix to Financial Part

Not Applicable

Section V - Eligible Countries

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

In reference to ITB 4.8, 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 4.8 (a) *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITB 4.8 (b) *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, 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;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- 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;
- 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;
- v. "obstructive practice" is:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank 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 process, selection and/or execution 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. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹(ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has 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.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Part II – Employer’s Requirement

Section VII - Activity Schedule

1. Objectives and Scope of Work

The objectives of the Activity Schedule are as detailed below.

IWAI established River Information System Phase-I akin to system under operation in countries like the Netherlands, Belgium, Germany, China & USA. The Phase-I of the RIS, which is first of its kind in India, was implemented and launched by IWAI on the **Sagar- Farakka stretch** of National Waterway-1 on River Ganges to facilitate safe and accurate navigation in line with the recommendations of PIANC vide InCom WG 125 (Part 3): Guidelines and Recommendations for River Information Services (2012). The RIS System was simultaneously inaugurated by Union Minister of Shipping, Road Transport and Highways on 6 January 2016.

- 1.1. In Phase-I, the vessels were monitored by installing 5 remote (base station site) at the Haldia, Tribeni, Swaroopganj, Kumarpur and Ballia.
- 1.2. Further, there are two control centres at Farakka and GR Jetty. Both the control stations monitors the vessels plying in this river stretch via Automatic Identification System (AIS) and communicate with Vessels via VHF.
- 1.3. Under this project, there are 30 vessels which are also equipped with Inland AIS system, short range radar and VHF.

Accordingly, this tender is being floated with the purpose of

1. CAMC and O&M of 7 nos RIS Stations vide Schedule- A
2. CAMC of 30 nos Ship Stations vide Schedule- B

The details as required

2. CAMC and O&M of 7 nos RIS Stations

- Total 7 nos Base/ Control stations has been established at the following locations.
 - a) Haldia Base- Station
 - b) GR Jetty Control Station
 - c) Tribeni Base Station
 - d) Kumarpur Base Station
 - e) Swaroopganj Base Station
 - f) Balia Base Station
 - g) Farakka Control Station

- All the stations has been built up on land leased by IWAI and each site has 2 nos porta cabins:- 1 for housing the equipment's (List at Table-A) and 2nd for accommodation of the staff deputed for O&M. All the stations have electric supply and have 2 nos DG set for ensuring round the clock operation. A monopole tower of 30 m height has been put up at each RIS Station and all the antennae's have been installed on top of it.
- Land Lease, Maintenance of Porta Cabins, electricity bills, WPC License fee maintenance of AC, supplying of fuel for running of RIS Stations is being carried out by IWAI.

a) Comprehensive Annual Maintenance Contract

- The Contractor has to accordingly carry out the CAMC of equipment's installed on board all the 7 RIS Station. The CAMC will include changing of recommended spares and changing the equipment's, if required. The Contractor will provide the preventive maintenance schedule of equipment's within 45 days of getting the work order.
- The equipment's installed at 7 nos RIS Stations are as per the list at Table-1 of ToR

Operation and Maintenance

b) Details of Manpower Required

All the manpower will be placed at RIS Station.

S.No	Station	Operator	Manager
1)	Haldia	1	
2)	GR Jetty	3	1
3)	Tribeni	1	-
4)	Kumarpur	1	-
5)	Swaroopganj	1	-
6)	Balia	1	-
7)	Farakka	3	1
	Total	11	2

One of the RIS Operator can be deployed in NOIDA (from Farakka), if required.

i. Staff - Qualification and Training requirement:

- O&M Services shall commence within 20 days from the issue of work order. The qualifications as envisaged is as follows
- For control station, 1 engineer and 1 operator are required. Deployment is in 1 shift of 8 hrs.
- For base stations 1 operator persons are required. Deployment is in 1 shift of 8 hrs.
- The Manager shall be Vessel Traffic Service Operators Training (V-103/1) qualified and B.Tech/ Diploma in Electronic & Communication /Electrical / Communication

engineering duly trained by OEM covering necessary subject of VTS & AIS equipment and associated software.

- Operator shall be Diploma Electronic & Communication /Electrical / Communication engineering or Ex. Petty Officer/ Chief Petty Officer (Radar Plotter I of Indian Navy and have undergone IALA VTS Operator Training V103/1 for the personnel monitoring the control station.
- Labour Laws & Workmen Compensation Act: All the employees to be deployed should be governed by the prevailing Labour Laws, Workmen Compensation Act and all other prevailing Act/ rules implemented from time to time.
- Statutory dues: The contractor has to remit all statutory dues/ contribution like EPF, ESI, Group Insurance, e.t.c for their employees deputed for the work.
- AC Supply shall be available. Conditioning of supply, by introduction of Stabiliser, will be contractor's responsibility.
- The provision of networking setup for the control stations and base stations are the entire responsibility of the contractor which will be provided at no extra cost.
- The Control Stations will work in co-ordination with other base stations .The Control Stations manager will guide the ship until he handover the monitoring of the particular ship to the next station OR ships goes out of the range of the RIS.
- The operating personnel will be responsible for monitoring of Vessels plying in the same area and will provide complete guideline and follow the track of the ship. They will interact with ships though VHF or any other available communication mode and ensure smooth movement of vessels. Duties and responsibilities enumerated below for each category are general in nature and will be further guided by IWAI from time to time.
- The standard operating procedure will have to establish by the contractor in co-ordination with Control Station and IWAI. The set procedures for dealing the vessels movement shall be strictly followed IMO/PIANC guidelines.
- The operation of RIS is strictly confidential as it will deal with the security and surveillance of the vessels movement in the complete RIS coverage area hence, in no manner or way the personnel are allowed to pass any information or any data to any person in any form who is not authorized. If any information is to be provided to any third party, than it should be supplied only on the written consent of the concern authorities.

RIS Manager

- RIS Manager will be over all in charge of operation of the respective Control Stations of RIS Phase-I and further co-ordination with RIS Phase-II & RIS Phase-III. He will be responsible for satisfactory and efficient operation in order to ensure uninterrupted service of the RIS.
- They will be responsible for entire vessel movements in the RIS area and their proper co-ordination.

- They are responsible for data collection, data evaluation and traffic characteristics of NW-1 (Sagar-Farakka Stretch).
- They will arrange, in case of any interruption/failure of the navigational aids, for the prompt promulgation of notices to Mariners under the laid down procedure.
- They will advise IWAI in working out traffic separation scheme or any related issues with RIS Operation.
- The manager has to submit the report for any eventuality /mishap/drifting/collision of any vessel alongwith the recommendations to avoid such mishaps to the IWAI immediately.
- The manager may also liaise or share data for port authority/ police /district Administration/Coast Guard/Navy/IWAI head office
- In case of rough weather it is advisable that the manager should guide the ships for their position considering overall safety of marine traffic in the Sagar-Farakka Stretch.
- Any other duties as assigned from time to time.
- Working of all the equipment is responsibility of the RIS Manager and he has to maintain all the equipment. In case of repairing requirement of any equipment it should be preferably done through the authorized service dealer of the equipment. The time permitted for the repairing period will be given as per the authorized dealer's standard. However, the manager is responsible to see that the operation of RIS should not hamper for want of any repairing, considering the availability of various connectivity.
- Maintain the logbook and all the relevant record for his duties. To maintain and record all the instructions given by EIC.

RIS Operator

- RIS Operator will control the functioning of Control/Base station in shift.
- They will be responsible for entire vessel movements in their respective jurisdictions and their proper co-ordination during the duty hours.
- The ships and their position, speed, heading and track will be monitored by the operator on the console and he will advise the master of the ships during the entire movement for safe sailing.
- Any other duties as assigned from time to time.
- Maintain the logbook and all the relevant record for his duties
- To maintain and record all the instructions given by EIC.
- All the control/base stations have to maintain the record in physical as well as soft form as available with the system. The manager should take care of all the records from any damage / loss / theft.

3. Submission of Report

- 3.1 The station RIS Manager has to submit the reports and details of the RIS to the EIC and concern authorities as maybe instructed. The list of primary reporting is mentioned as under. Notwithstanding that whatever instructions for reporting the events have to be followed station RIS Manager should.
- 3.2 For any eventuality /mishap/disaster the Control Station Manager should submit the real time report to the concerns as mentioned in the duty list of RIS manager above
- 3.3 A weekly detailed report stating the parameters of ships and noticeable event should be submitted to IWAI Noida/IWAI Kolkata.
- 3.4 Reports on the new directives, suggestions, working method issued by different authorities.

4. Administrative and sundry expenses:

- 4.1 The contractor is responsible for all the administrative charges like stationeries, housekeeping, watch keeping, vehicle, drinking water etc. accordingly, they have to make their every arrangement at their own. The expenses shall have to be borne by the contractor. The contractor has to maintain the premises used by them and the RIS room very neat and clean all the time. IWAI will not provide any of above items
- 4.2 The arrangement for the accommodation is already available at all the sites. No separate T.A. / D.A shall be admissible.
- 4.3 With this setup the operation of VTMS is planned, however the Contractor shall make the arrangement so that the proxy arrangement to be made before any of the concern official leaves the station. In no case absence of any of person will be allowed.
- 4.4 The arrangement is to be made to secure the continuous presence of all the employee and round the clock operation of the RIS Stations. However, IWAI will not make any payment for any reserve provisions made by the contractor.

Table -1 (A)

5 Equipment in Base Stations

Item	Make
1. AIS Base Station with Hot stand By	. Saab R40 Saab TransponderTech, Sweden
2. Mono pole tower	approx. 30 mts height
3. 2 Nos. of Porta Cabin 20' X 8' X 8'	
4. VHF sets with Antenna	IC-M424, ICOM Japan
5. Leased Line - Wide Area Network (WAN)	
6. Metrological Equipment (Anemometer, Barometer, Relative Humidity)	Meteo Sensors from M/s R.M Young Company, USA & Datalogger from Elcome
7. Gen Set 10 KVA (branded)	Kirloskar/Eicher Engine / Any other equivalent reputed manufactures

8. UPS 5 KVA (branded) with 2 hours power back up	APC/Hykon/Microtek/ Any equivalent reputed make
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Table-1(B)**Equipment's In Control Stations.**

Item	Make
1. Central RIS Operating Processor	HP-ML 350e Gen 8/ or equivalent specs of manufactures like DELL/IBM/Advantech
2. Central Monitoring and Storage Processor (Web Server / GIS Software)	HP-ML 350e Gen 8/ or equivalent specs of manufactures like DELL/IBM/Advantech
3. Web Server & Time Server (Application cum Data base Server)	HP-ML 350e Gen 8/ or equivalent specs of manufactures like DELL/IBM/Advantech
4. Workstation	HP Z220 or equivalent specs of manufactures like DELL/IBM/Advantech
5. Operator Display 52" LED wide Screen+ with operator display	SAMSUNG/ LG/ BENQUE/ Panasonic
6. RIS Software	CoastWatch4 software

CAMC of Ship Stations

- 6 IWAI has installed 30 nos ship stations (Table- 2) on its fleet of vessel across National Waterways (Table- 3).
- 7 The Contractor has to accordingly carry out the CAMC of equipment's installed on board all the 7 RIS Station. The CAMC will include changing of recommended spares and changing the equipment's, if required. The Contractor will provide the preventive maintenance schedule of equipment's within 45 days of getting the work order.

Table-2**Equipment's On Board Ships.**

Item	Make
1. AIS Transponder Inland Class – A	EmTrak Marine Electronics Limited ,UK
2. VHF Sets with Antenna	IC-M424 VHF Marine Transceiver ICOM Japan
3. Echo Sounder	HDS-5x Gen2 Navico Asia Pacific, New Zealand
4. DGPS Receiver	KGP-913MkIID Kodan Electronics Co. Ltd, Japan
5. Short-range Radar	3G Broadband Radar Navico Asia Pacific, New Zealand

6. Laptop (Tough Book)- 14” with 5 KVA UPS	Panasonic Toughbook CF-53 + APC/Hykon/Microtek/Triton 5 KVA UPS.
7. MFD Multi-Function Display 19” size	Multi-touch LCD wide display along with Transas MFD software 18.5"

Table-3**List of Ship Stations**

Sr. No	Name of Vessel
1	S.L. Meghna
2	S.L. Koel
3	Tug Bhagat Singh
4	S.L. Dwarkeshwar
5	S.L. Dihang
6	M.V. Rabindra Nath Tagore
7	M.V. Homi Bhabha
8	S.L. Anupallav
9	M.V. Lal Bahadur Shastri
10	M.V. Rajagopalachari
11	S.L. Mandakini
12	S.L. Ghaghra
13	S.L. Punpun
14	S.L. Gandak
15	S.L. Burhi Dihing
16	S.L. Subansiri
17	S.L. Dibang
18	S.L. Pamba
19	MPT Khudiram Bose
20	M.V. Vishveswarya
21	S.L. Kamla
22	S.L. Rihand
23	P.T. Tilak
24	Tug Birsa Munda
25	Tug S.C. Bose
26	W.B. Lily
27	S.L. Kosi
28	S.L. Barak
29	S.L. Lohit
30	M.V. Zakir Hussain

COMPATIBILITY/INTEROPERABILITY WITH OTHER RIS SYSTEM ON NW1

The National Waterway I (NW1) stretches from Allahabad to Haldia covering a distance of 1620 KM. RIS System from Haldia to Patna (in two stretches being executed by the two separate

contractors- Phase I & II) is presently under implementation. It is envisaged that the entire stretch of waterway shall have seamless data information and also voice compatibility. In view of the above, successful bidder shall ensure for compatibility/interoperability in respect of AIS Messages (AIVDM Messages) and voice communication with the upcoming set up. AIS AIVDM message from Phase 2 & 3 shall be integrated for seamless display at operator stations of RIS Phase 1. IWAI shall provide 1 each TCP/IP data from Phase 2 & 3 at Kolkata / Farakka.

Voice communication is envisaged. However, IWAI will ensure that protocol for the same needs to be shared by all parties

The Authority shall strive to coordinate with all the contractors in achieving this objective.

The bidder shall clearly describe his vision upon the seamless exchange of data between RIS phase I, II & III. This vision shall be worked out in detail so the information from and to the users on the river is not hindered by possible different systems between RIS Phase I, II & III. Proven concepts shall be preferred as solution. The vision of the bidder shall be given for now and to for a later time where maintenance of Phase I & II comes to an end. Specific attention should be given to the sending of messages to and from the shore by the operator. It should be possible to send messages to all ships in a stretch covering not only Phase 3 RIS but Phase I, II & III together. Sending binary messages using base stations of phase 2 and 3.

Note: The successful bidder has to ensure integration of RIS Phase-I, Phase-II & Phase-III. No extra amount is to be paid for license/upgrade required to be carried out for integration. All shall be deemed to be included in the contract price. Upgrade allowed to a similar/better software/ hardware subject to approval of IWAI. The vendor has to ensure that the system is integrated with existing system.

Performance Specifications and Drawings

(Describe Outputs and Performances, rather than Inputs, wherever possible)

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. In the context of open competitive Bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in India are useful in this respect. The use of metric units is encouraged by the World Bank. Most specifications are normally written specially by the Employer to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions or Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes relate to other

countries or regions, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Employer prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Employer at least 28 days prior to the date when the Service Provider desires the Employer consent. In the event the Employer determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

If technical alternatives for parts of the Services are permitted in the bidding document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding document.

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including performance diagrams or curves, etc. and site plans, geographical areas covered, should be attached to this section or annexed in a separate folder.

Part III – Conditions of Contract and Contract Forms

Section VIII: Conditions of Contract

1. This sample contract for the Provision of Services shall be used when the firms hired to provide Services are paid on the basis of lump-sum remuneration.
2. Lump-sum contracts are used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Service Provider is minimal, and when therefore such Service Provider/s are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs—including rates—provided by the Service Provider. The Employer agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs. A major advantage of the lump-sum contract is the simplicity of its administration, the Employer having only to be satisfied with the outputs without monitoring the staff inputs.
3. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Employer using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

Section VIII -General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings.

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider.
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.
- (l) “Local Currency” means Indian Rupees.
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members”

means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider’s rights and obligations towards the Employer under this Contract.

- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer. Where the context so requires, the general term ‘Contractor’ also includes/means ‘Service Provider’.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer.
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Union of India.

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

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the 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.

1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as the Employer may approve.

**1.6 Authorized
Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and
Audit by the
Bank**

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**1.8 Taxes and
Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.
- 2.4.1 Value Engineering** Deleted.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this

Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt, or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving

written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and

the Service Provider	conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Service Provider's Actions Requiring Employer's Prior Approval	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC .
3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	<p>The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and</p>

timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider 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 disclosed 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.

3.11 Sustainable Procurement

Deleted.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix

C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause

5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** The price is payable in Indian Rupees and is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate **stated in the SCC**.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients **specified in the SCC**, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

6.6.2 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.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.

7. Quality Control

7.1 Identifying Defects

7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found specifying a time by which these should be corrected. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.1.2 The Service Provider shall permit the Employer’s Technical auditor to check the Service provider’s work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider’s or the

Employer's responsibility as defined in the Contract Agreement.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

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

8.2.3 The Adjudicator shall be paid at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator 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 will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except 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.

8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, 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 SCC**, to appoint the Adjudicator within 14 days of receipt of such request.

(b) The Adjudicator should be in position before "notice to proceed with work" is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix I.

(c) Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, 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;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- 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;
- 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;
- v. "obstructive practice" is:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank 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 process, selection and/or execution 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. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has 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.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(e)	The Contract name is _____.
1.1(h)	The Employer is <i>Inland Waterways Authority of India, Ministry of Shipping, Government of India</i>
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Employer: Inland Waterways Authority of India</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: hc.iwai@nic.in</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
1.8	<p>New Clause</p> <p>The Service Provider / Contractor shall submit an undertaking that they shall pass on the input tax credit in GST, if availed by them, during the course of the contract or afterwards and shall compensate the Employer for any losses suffered on this account by the Employer.</p>
2.1	The date on which this Contract shall come into effect is <i>After signing of Contract.</i>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4), etc.]</i>
2.2.2	The Starting Date for the commencement of Services is within 10 days from the signing of agreement <i>[date]</i> .
2.3	The Intended Completion Date is <i>3 years from the date of Commencement of Services</i> .
2.6 (e)	<p>New Clause</p> <p>Foreclosure of Contract in full or in part due to abandonment or reduction in scope of work</p> <p>If at any time after acceptance of the tender the authority decides 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 shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment to compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.</p>
3.2.3	<p>Activities prohibited after termination of this Contract are:</p> <ul style="list-style-type: none"> a. Occupation of RIS premises b. Unauthorized sharing / distribution of collected data
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle: <i>Not applicable</i>; (ii) Third Party liability <i>“in accordance with the applicable law in India”</i>; (iii) Employer’s liability and workers’ compensation <i>in accordance with the applicable law in India”</i>; (iv) Professional liability <i>limited to the value of contract</i>; (v) Loss or damage to equipment and property <i>limited to the value of contract</i>;
3.5(d)	<p>The other actions are</p> <ul style="list-style-type: none"> a. Analysis of data.
3.7	Restrictions on the use of documents prepared by the Service Provider are:

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	No data, analytics and report should be stored / used for any purpose without explicit permission of IWAI.
3.8.1	The liquidated damages rate is 0.05 percent per day on pro-rata basis per site. The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
3.8.3	<p>a. The Contractor shall pay a sum equal to 0.05% of the cost of the O&M and CAMC to the station for each day of the work that remains incomplete beyond the stated period of 72 hours on every such occasion provided that such sum will not exceed 10% of the Contract value for the site.</p> <p>b. If the Contractor, having been notified, fails to remedy the defects (s) in accordance with the contract, the Authority may proceed to take such remedial action as may be necessary at the Contractor expense. The Contractor warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the Contractor under the contract.</p> <p>c. Notwithstanding the above, the availability of the system shall not be affected. The contractor is required to maintain minimum 98 % availability of the system. The availability shall be defined as per IALA Manual. If the services is not available to the water users for continuous 48 hours, the services shall be considered not available.</p> <p>d. In case the Contractor fails to perform the preventive maintenance, which is to be carried out every quarter, the amount to be deducted as penalty shall be Rs.30,000/- for each quarter for the concerned station.</p> <p>e. If the contractor does not make visit to a particular site for the two consecutive quarters, no payment in respect of that shall be allowed.</p>
3.9	<p>New Clause</p> <p>Performance Security of 5% of the contract value should be submitted with 10 days of issue of letter of award for a period of 28 days more than the period of the defect liability (for repairs and replacements carried out by contractor).</p> <p>A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of work.</p> <p>The performance security would be released after successful completion of defect liability period.</p> <p>If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal inconsistency of those prices with</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	the method 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.
5.1	The assistance and exemptions provided to the Service Provider are: Facilitation for coordination / clearances form local authorities
6.2	The amount in Indian Rupees is _____ <i>[insert amount]</i> .
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	<p>The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider 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.</p> <p>Payments shall be made according to the following schedule:</p> <p>PAYMENT FOR CAMC INCLUDING OVERALL MAINTENANCE, OPERATION AND SECURITY OF RIS STATIONS FOR A PERIOD OF THREE YEARS (Schedule A)</p> <p>a) (i) CAMC of RIS Control/Base Stations</p> <p>25% (Twenty five) amount of the Schedule A for each year shall be paid on quarterly basis i.e. after 3 (three) months. In Similar way for 2nd and 3rd year payment shall be made. In other words payment shall be paid quarterly. The period starts from the date of deployment of manpower.</p> <p>ii) O&M of Base/Control Stations</p> <p>Payment shall be made on monthly basis.</p> <p>Attendance register shall be submitted by the Supplier monthly on or before the date fixed by the Engineer –in-Charge for the personnel deployed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the attendance register or any intermediate inspection thereof.</p> <p>Payment on account for amount admissible shall be made by the E-I-C certifying the sum to which the Supplier is considered entitled by way of payment for the personnel deployed after deducting there from the amount</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>already paid, the security deposit and such other amount as may be withheld / deductible or recoverable in terms of the contract.</p> <p>A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of work.</p> <p>PAYMENT FOR CAMC of 30 nos SHIP STATIONS FOR A PERIOD OF THREE YEARS (Schedule B)</p> <p>25% (Twenty five) amount of the Schedule A for each year shall be paid on quarterly basis i.e. after 3 (three) months. In Similar way for 2nd and 3rd year payment shall be made. In other words payment shall be paid quarterly. The period starts from the date of deployment of manpower.</p> <p>Payment on account for amount admissible shall be made by the E-I-C certifying the sum to which the Supplier is considered entitled by way of payment for the personnel deployed after deducting there from the amount already paid, the security deposit and such other amount as may be withheld / deductible or recoverable in terms of the contract.</p> <p>All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.</p> <p>Note: All the payments shall be made by IWAI Noida.</p> <p>The “Authority” may terminate this contract at any time for unsatisfactory performance by the Contractor (s), for which “AUTHORITY” shall inform in writing and a proportionate amount, if any, shall be payable for that part of the supply only.</p> <p>A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of work.</p>
6.5	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate is 7.4% per annum.</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.6.1	Price adjustment is <i>not to be applied</i> in accordance with Sub-Clause 6.6.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <ol style="list-style-type: none"> a. The operation and maintenance of station shall be carried out by the duty personnel of the contractor and a suitable log for the same will be maintained. In the event of occurrence of a fault, and onsite personnel not in a position to rectify the minor defect, the on duty person shall inform the station in charge/contractor by phone/email as well as to the representative of the AUTHORITY giving nature and details of fault (including the date of occurrence) as well as details of attempt made to rectify that defect. On receipt of such notice, the Contractor shall promptly depute their most experienced engineer for the repair or, if required, replace the defective equipment or parts thereof. b. The contractor is required to maintain minimum 98 % availability of the system. In the case of non-availability of electricity and lease line, Contractor has to maintain downtime register detailing the reasons. c. In case of non-availability of leased line/electricity necessary follow-up is to be made by Contractor with the concerned authorities. The availability shall be defined as per IALA Manual. d. The contractor shall supply free of cost the future updated version of the broadcast station controller software and any other software essential for the smooth operation of the systems. e. The contractor should be ready to provide maintenance/repair support on all the days irrespective of any type of holidays. f. The contractor shall provide all types of preventive maintenance with tools and plants. It shall include checking of healthiness and regulation of the power supplies, the electrical connections, and various voltages on the PCBs, to run standard test programme /software and diagnostics for each system. g. Physical cleaning of the interior of the cabinet, checking of any overheating of the components on the PCBs and physical checking of socket mounted ICs connectors and cables for any loose connections shall form the part of preventive maintenance. h. The Contractor shall have own test and repair centre facility with all special test instruments required for repairs and testing including field checks. Also the contractor shall have trained and experienced engineers for repairs of PCB containing Surface Mounted Devices fitted in the system. The contractor shall furnish documentary evidence to the above, which shall, if required, be verified by the Authority.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>i. The Contractor shall stock all spares and complete spare system having configuration equivalent or better than the configuration of the respective system being maintained for immediate replacement at the site. The authority, at its desecration, may visit and verify such facilities.</p> <p>j. The contractor's engineer shall visit the sites, every month, for checking the health of the system and for carrying out the preventive maintenance. However, the breakdown maintenance shall be carried out immediately, but not later than 48 hours from the time of reporting.</p> <p>k. The Defects Liability Period is 3 months for repaired parts / items and 1 year for replaced <i>items (as given by OEM)</i>.</p>
8.2.3	<p>The agreed Adjudicator is _____(<i>insert name before signing contract</i>).</p> <p>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>].</p>
8.2.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. 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) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at _____, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(f) The Arbitrator should give final award within..... days of starting of the proceedings [<i>indicate the days (Between 120-180) by which arbitrator should give award</i>].</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p><i>* Choose one alternative. Insert any other appropriate institution depending on the type of Services.</i></p> <p><i>Alternatively</i></p> <p><i>[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific</i></p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council for National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]</i></p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at New Delhi India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</i></p>
8.2.5 (a) and (c)	<p>The designated Appointing Authority for a new Adjudicator is _____</p> <p>_____</p> <p><i>[Note: if ITB 49 provides for an Adjudicator from list provided by an Institution, insert the name of the same institution as the appointing authority]</i></p>

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and staff-months for each.*
 - C-2 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 above.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies) – Not Used

Appendix E - Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F - Services and Facilities Provided by the Employer

Appendix G - Performance Incentive Compensation Appendix

Performance Incentive Compensation Appendix Provisions

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1G Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2G Incentive Compensation Charts 1-[].

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

- (1) The Performance Incentive Compensation paid to the Service Provider shall not exceed Rs[] over the term of the Contract.
- (2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.
- (3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.
- (4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and Rs[] per Contract Year maximum will not be increased.

**ATTACHMENT # 1G – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

[SAMPLE: This part is to be designed on a case by case approach]

**PART A THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE
COMPENSATION IN EACH CONTRACT YEAR**

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

$$\text{Compensation} = \text{Composite Score} \times 0.2 \times \text{Maximum Annual Incentive Compensation}$$

Where:

- (i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and
- (ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

PART B THE METHOD FOR CALCULATING THE COMPOSITE SCORE

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores **for the Performance Criteria**

Where:

- (i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;
- (ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to 1 (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;
- (iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and
- (iv) If the Service Provider’s actual performance in a Contract Year,
 - (a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;
 - (b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or
 - (c) is in between the technical standards for two Criterion Values, then the Criterion

Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2G The Incentive Compensation Charts 1-8,

- (a) if the Service Provider's actual performance in a Contract Year is less than the technical standard for a "Fair" Criterion Value, then the Criterion Value shall be zero;
- (b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and
- (c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

Sample Incentive Compensation Chart

Performance Criterion		Units	Criterion Values				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. Electricity use [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2.	[Criterion 2] []	0.25	20	19	17	16	15
3.	[Criterion 3] []	0.15	30	25	20	15	10
4.	[Criterion ~] []	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the "**Composite Score**", if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

Performance Incentive Compensation Appendix

Chart 1

Performance Incentive Obligations

Year [1]

Services				Criterion Values				
Apndx. Ref.	Performance Criterion	Units	Weight	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
	[Development of Plans and Programs ¹]	Quality and Timeliness	[0.45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

[Note: The chart is a sample only.]

(1) In respect of the Plans and Programs each plan or program listed in Section [●] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

Appendix H

Salient Features of Labour & Environment Protection Laws¹**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:

(i) Pension or family pension on retirement or death, as the case may be.
(ii) Deposit linked insurance on the death in harness of the worker.
(iii) Payment of P.F. accumulation on retirement/death etc. |
| (d) | <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 & 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. |

¹This 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. The term 'contractor' also means 'Service Provider' referred to at other places in this bidding document.

- (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 upto the establishment and back, etc.

- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.

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

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

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

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

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

to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.

13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.

21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of

ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.

29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit 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 I-Appointment of Adjudicator

Suggested Draft of **Letter of Appointment of Adjudicators** in 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 Service Provider. The services will be required during the period of contract for the Services (Name of the Contract) _____.

The Adjudicator shall visit the site once in 3 (three) months till the completion of the Services indicated above or as specifically requested by employer/service provider for the period upto the end of defects liability period with prior intimation to the employer and the service provider. 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 Service Provider*) 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 Service Provider so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 7.1 of GCC/SCC 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 Rs200 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Service Provider's share) to the Adjudicator within 30 days of the receipt of the bill. The Service Provider's share on this account (half the paid amount) will be recovered by the Employer from the Service Provider's bills for the Services.

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 Service Provider vide clause 8 of GCC/SCC. 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 site, the Adjudicator will discuss the matter with the Employer and if necessary with the Service Provider 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 Service Provider. 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 or consulting firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works or non-consulting or consulting services resulting from or associated with the project of which this non-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 Service Provider

Signature of authorized representative of Service Provider

Attachment: Copy of contract document between the employer and Service Provider 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 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.

Service Provider's Position

A short summation of the Service Provider'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

Table of Forms

- 1. Letter of Acceptance**
- 2. Form of Contract**
- 3. Issue of Notice to proceed with the Services**
- 4. Performance Security**
- 5. Advance Payment Security**

Notification of 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 45. 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.]

[date]

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

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of Rs.....*[insert amount in numbers and words]*, as corrected and modified¹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, Contract Forms, of the bidding document for an amount of Rs. ____ within 21 days of the receipt of this letter of acceptance, valid upto 28 days after the expected completion date as described in the GCC i.e. upto and sign the contract, failing which action as stated in ITB Clause 48.3 will be taken.

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested to submit a revised Program as per Clause 2.2. of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected to the name proposed for Adjudicator. The second option if the Bidder has objected to the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected to the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]* be appointed as the Adjudicator,

or

¹Delete “as corrected and modified” if not applicable.

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 49.1

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

[OR]

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

[Delete whatever is inapplicable]

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;

- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency (Not used)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

Issue of Notice to proceed with the Services

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Service Provider)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 48.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of _____ at a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

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

Performance Security - Bank Guarantee

[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 Service Provider²]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* to execute _____ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant 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 Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee³]* _____ *[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 Applicant 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 Non-Consulting Services to be performed thereunder or of any of the Contract documents which may

²In the case of a JV, insert the name of the Joint Venture

³An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.

be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.)⁴28 days after the expected completion date as described in the GCC, 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.

⁴The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider 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 Service Provider might consider adding the following text to the form, at the end of this 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 your 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 6.4 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Service Provider⁵]* (hereinafter called "the Applicant") 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 guarantee⁶]* _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Applicant, 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 Applicant, 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 Non-Consulting Services to be performed thereunder or of any of the Contract documents which may be made between _____ *[name of Employer]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

⁵In the case of a JV, insert the name of the Joint Venture

⁶An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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