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NATIONAL COMPETITIVE BIDDING FOR DESIGN, FABRICATION, TRANSPORTATION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF STEEL PONTOONS ALONG WITH FLOATING WALKWAYS FOR PROVIDING FLOATING JETTIES AT SEVEN (07) LOCATIONS ON NW – 1 (GANGA – BHAGIRATHI – HOOGHLY RIVER SYSTEM FROM HALDIA TO VARANASI) IN THE STATE OF WEST BENGAL

BID REFERENCE	: IN-IWAI-367869-GO-RFB-2
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 28.02.2024
LAST DATE FOR SALE OF BIDDING DOCUMENT	: 26.03.2024
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 26.03.2024 at 1500 Hours
TIME AND DATE OF OPENING OF BIDS – Technical Part	: 26.03.2024 at 1530 Hours
OFFICER INVITING BIDS	: Vice Chairman & Project Director (JMVP) Inland Waterways Authority of India, A-13, Sector-1, Noida-201301, UP

SECTION I: INVITATION FOR BIDS (IFB)

**NATIONAL COMPETITIVE BIDDING FOR DESIGN, FABRICATION,
TRANSPORTATION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
STEEL PONTOONS ALONG WITH FLOATING WALKWAYS FOR PROVIDING
FLOATING JETTIES AT SEVEN (07) LOCATIONS ON NW – 1 (GANGA – BHAGIRATHI
– HOOGHLY RIVER SYSTEM FROM HALDIA TO VARANASI) IN THE STATE OF
WEST BENGAL**

(Two-Envelope Bidding Process with e-Procurement)

**INVITATION FOR BIDS (IFB)
E-Procurement Notice**

Date : 28.02.2024

Credit No. : Not Applicable

Loan No. : 8752-IN

IFB No : IN-IWAI-367869-GO-RFB-2

1. The Government of India has received/applied/ intends to apply for financing from the World Bank towards the cost of Jal Marg Vikas Project (JMVP) project and it is intended that part of the proceeds will be applied to eligible payments under the Contract for Design, Fabrication, Transportation, Supply, Installation, Testing and Commissioning of Steel Pontoon along with Floating Walkways for providing Floating Jetties at Seven (07) locations on NW – 1 (Ganga – Bhagirathi – Hooghly river system from Haldia to Varanasi) in the state of West Bengal.
2. The Inland Waterways Authority of India (IWAI), Ministry of Ports, Shipping & Waterways (MoPSW), Government of India (GoI) now invites online bids from eligible bidders for Design, Fabrication, Transportation, Supply, Installation, Testing and Commissioning of Steel Pontoon along with Floating Walkways for providing Floating Jetties at Seven (07) locations on NW – 1 (Ganga – Bhagirathi – Hooghly river system from Haldia to Varanasi) in the state of West Bengal.
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.
4. Bidding documents are available online on <https://eprocure.gov.in/eprocure/app> (website) for a non-refundable fee as indicated below, in the form of RTGS/ NEFT/ Demand Draft/ cashier's cheque/ certified cheque from any scheduled/ nationalized bank payable at Noida/ New Delhi in favour of IWAI Fund Jal Marg Vikas (proof of cost of bid document to be submitted subsequently as per the procedure described in paragraph 7 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.

- (a) Price of bidding document (non-refundable) : Rs. 5,900 (Rs. 5,000 + 18% GST)
- (d) Date of commencement of sale of bidding document : 28.02.2024
- (e) Last date for sale of bidding document : 26.03.2024
- (f) Last date and time for receipt of bids : 26.03.2024 at 1500 Hours
- (g) Time and date of opening of bids-technical part : 26.03.2024 at 1530 Hours

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://eprocure.gov.in/eprocure/app>. A non-refundable fee of Rs. 5,900/-(inclusive of tax) is required to be paid (to be submitted along with other documents listed in paragraph 7 below) before the opening of the bid i.e. before **26.03.2024**. The mode of payment shall be in the form of RTGS/ NEFT/ Demand Draft/ Cashier's cheque/ Certified cheque drawn in favour of IWAI Fund Jal Marg Vikas from any scheduled/ nationalized bank payable at Noida/ New Delhi.

- (a) Name of Bank Account: IWAI Fund Jal Marg Vikas
- (b) Bank Name and Address: Canara Bank, Sector-18, (Morna) Branch, Noida, UP
- (c) Bank Account Number: 87781010014534
- (d) IFSC: CNRB0018778

6. Bids security of the amount specified in the bidding document, drawn in favour of IWAI Fund Jal Marg Vikas must be submitted as per the procedure described in paragraph 7 below. The 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. Bids must be submitted online on <https://eprocure.gov.in/eprocure/app> (website) on or before the date and time for receipt of bids, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part"

shall remain unopened in the e-procurement system until the second public bid opening for the Financial Part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original RTGS/ NEFT/ demand drafts/ cashier's cheque/ certified cheque 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 & Project Director, JMVP, IWAI, A-13, Sector-1, Noida-201301, U.P before the opening of the Technical Part of the bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
8. Other details can be seen in the bidding document. The Purchaser 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 Purchaser 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.

Seal of Office & Address

Vice Chairman & Project Director, JMVP

Inland Waterways Authority of India,

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PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Government of India (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 BDS** toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are 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 or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by 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 funds.

3. Corrupt & Fraudulent Practices

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), associates, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.
- 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 Purchaser regarding this bidding process; or
 - e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same associate in more than one bid; or
 - f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or
 - g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

- i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed associates or sub-consultants for any part of the contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the

reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods
Related
Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible countries
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

**6. Sections of
Bidding
Documents**

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VII. Schedule of 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 issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

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

7. Clarification of Bidding Documents

7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the

Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. 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**.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. 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 language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 11.2 **The Technical Part** shall contain the following:
- (a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;
 - (b) Bid Security, in accordance with ITB Clause 19.1, if required;

- (c) Alternative bids – Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;
- (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder’s qualifications to perform the contract if its bid is accepted;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;
- (g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (h) documentary evidence in accordance with ITB Clauses 16, that the Goods and Related Services conform to the Bidding Documents;
- (i) Manufacturer’s authorization form; and
- (j) any other document **required in the BDS.**

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

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

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

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

- 12. Process of Bid Submission**
- 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules 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 20.2. All blank spaces shall be filled in with the information requested.
- 12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.
- 12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per IFB); (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 is not to be submitted.
- 13. Alternative Bids**
- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall

be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (Contracts) are submitted and opened at the same time.
- 14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) **For Goods:**
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all duties, and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any GST and other taxes which will be payable in India on the Goods, if the contracts is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to

their final destination (Project Site) **specified in the BDS.**

- (b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 Deemed Export Benefits

Bidders may like to ascertain availability of tax/duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. 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 Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms. Where the Purchaser issues such Certificates, such taxes and duties will not be reimbursed separately.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

15. Currencies of Bid& Payment

15.1 The Bidder shall quote the Price in Indian Rupees only.

**16. Documents
Establishing the
Eligibility and
conformity of
the Goods and
Related
Services**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.

**17. Documents
Establishing the
Eligibility
&Qualifications
of the Bidder**

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification;
- (b) (i) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
- (iii) that, if **required in the BDS**, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
- (c) Bids from Joint Ventures are not acceptable.

**18 Period of
Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 Clause 19, 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 Sub-Clause 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
 - (a) In the case of fixed price contract, the contract price shall be the bid price adjusted by the factor **specified in the BDS** for each week or part of the week that has elapsed from the

expiration of the initial bid validity to the date of notification of award to the successful bidder.

- (b) In the case of adjustable price contract, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above.

19 Bid Security

- 19.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 19.2 Not used.
- 19.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Indian Rupees or a freely convertible currency, and shall:
 - (a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security **specified in the BDS**;
 - (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.
- 19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5 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 Clause 44.

19.6 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.

19.7 The Bid Security may be forfeited:

(a) if a Bidder

(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;

or

(ii) does not accept the correction of errors in pursuant to ITB 35,

or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

or

(ii) furnish a Performance Security in accordance with ITB Clause 44.

19.8 Not used.

19.9 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or

(b) if the successful Bidder fails to sign the contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

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

20 Format and Signing of Bid

20.1 The Bidder shall prepare the Bid as per details given in ITB 21.

20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the BDS** and shall be uploaded along with the bid.

- 20.3 Not used.
- 20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

D. Online Submission of Bids

- 21 Preparation of Bids**
 - 21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods 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 authorised certifying agency of Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
 - 21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
 - 21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
 - 21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.
- 22 Deadline for Submission of Bids**
 - 22.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.
 - 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the

deadline shall thereafter be subject to the deadline as extended.

- 23 Late Bids** 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- 24 Withdrawal, Substitution, and Modification of Bids** 24.1 Bidders may modify their bids by using appropriate option for bid modification on the 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 appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.

E. Public Opening of Technical Parts of Bids

- 25 Public Opening of Technical Parts of Bids** 25.1. The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the

the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.

E. Evaluation of Bids – General Provisions

26 Confidentiality 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.

26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27 Clarification of Bids 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser'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 Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid maybe rejected.

- 28 Deviations, Reservations, Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 29 Nonconformities, Errors and Omissions**
- 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.
- 29.2 Provided that a Bid is substantially responsive, the Purchaser 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. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3** Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS.**

G. Evaluation of Technical Parts of Bids

- 30 Evaluation of Technical Parts**
- 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31 Determination of Responsiveness**
- 31.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself as defined in ITB 11.
- 31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) If accepted, would

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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.

31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.

31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32 Qualification of the Bidders

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates,

associates (other than specialized associates if permitted in the bidding document), or any other firm(s) different from the Bidder.

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

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

H. Public Opening of Financial Parts of Bids

33 Public Opening of Financial

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

- (a) their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of the Bid shall not be opened; and
- (c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.

33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification 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 Financial Parts;
- (c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as **specified in the BDS**.

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid 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, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

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

I. Evaluation of Financial Parts of Bids

34 Evaluation of Financial Parts

- 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contract), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) Not used;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) Not used;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
 - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- 34.2 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.
- 34.3 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.

34.4 The Purchaser's evaluation of a Bid will exclude and not take into account:

- (a) in the case of Goods manufactured in India or goods of foreign origin already located in India, GST and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) Not used;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).

35 Correction of Arithmetical Errors

35.1 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.

36 Conversion to Single Currency

36.1 Not applicable.

37 Margin of Domestic Preference

37.1 Not applicable.

38 Comparison of Financial Parts

38.1 The Purchaser shall compare the evaluated prices of all of substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

- 39 Purchaser's Right to Accept Any Bid, and to or All Bids** 39.1 The Purchaser 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 **Reject Any** In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.

J. Award of Contract

- 40 Award Criteria** 40.1 Subject to ITB 39.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41 Purchaser's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42 Notification of Award** 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").
- Publication of Award** 42.2 At the same time the Purchaser shall publish in a National website (GOI web site-<http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Purchaser's website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

**Recourse to
Unsuccessful
Bidders**

- 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.
- 42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5

**43 Signing of
Contract**

- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**44 Performance
Security**

- 44.1 Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. 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 Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways (MoPSW), Government of India (GoI)
ITB 1.1	<p>The name and identification number of the NCB is: Design, Fabrication, Transportation, Supply, Installation, Testing and Commissioning of Steel Pontoons along with Floating Walkways for providing Floating Jetties at Seven (07) locations on NW – 1 (Ganga – Bhagirathi – Hooghly river system from Haldia to Varanasi) in the state of West Bengal</p> <p>Estimated cost: INR 11.79 Cr+ GST</p> <p>Identification number: IN-IWAI-367869-GO-RFB-2</p> <p>The number, identification and names of the lots (contract) comprising this NCB are: Not Applicable</p>
ITB 1.2(a)	The Purchaser shall use the electronic-procurement system specified in Bid Data Sheet ITB 7.1 to manage this Bidding process.
ITB 2.1	<p>The Borrower is Government of India</p> <p>Loan or Financing Agreement Amount: US \$ 691.61 Million</p>
ITB 2.1	The name of the Project is: Capacity Augmentation of National Waterway-1 (Jal Marg Vikas Project (JMVP))
ITB 4.4	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr
ITB 6.3	<p>An on-line pre-proposal conference will be held: Yes</p> <p>Meeting link for the online pre-bid meeting is as given below:</p> <p>https://teams.microsoft.com/join/19%3ameeting_MzE3NTkzYmEtODQ5Ny00NjllThmNmEtNDQ2MmRhZml5MzA5%40thread.v2/0?context=%7b%22Tid%22%3a%22c4d675de-e1da-4ab4-ac52-3299a6812ab9%22%2c%22Oid%22%3a%22823c1ccb-6a8f-4855-9dc6-45316b8dcd88%22%7d</p>

	<p>Bidders willing to attend the pre-bid meeting should inform the Purchaser beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must submit an authority letter duly signed by the authorized signatory of his/her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective Bidder.</p> <p>Date of pre-bid meeting: 11.03.2024</p> <p>Time: 1500 Hours</p> <p>Address: IWAI, A-13, Sector-1, Noida-201301, Uttar Pradesh, India</p> <p>Telephone: 0120-2544004 Facsimile: 0120-2543976</p> <p>E-mail: vc.iwai@nic.in</p> <p>Contact person/meeting coordinator: Vice Chairman and Project Director, JMVP</p>
	<p>B. Contents of Bidding Documents</p>
ITB 7.1	<p>Electronic – Procurement System</p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: https://eprocure.gov.in/eprocure/app</p>
ITB 8.1	<p>The addendum will appear on the e-procurement system under https://eprocure.gov.in/eprocure/app and email notification is also automatically sent to those bidders who have started working on this tender.</p>
	<p>C. Preparation of Bids</p>
ITB 11.2(j)	<p>The Bidder shall submit the following additional documents in its bid – Technical Part: Nil</p>
ITB 11.3(d)	<p>The Bidder shall submit the following additional documents in its bid – Financial Part: Nil</p>
ITB 12	<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 downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
ITB 12.3	<p>For submission of original documents, the Purchaser’s address is:</p> <p>Attention: Vice Chairman & Project Director, JMVP Street Address: A-13, Sector-1 City: Noida PIN/Postal Code: 201301 Country: India</p>

ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the bidder shall not be subject to adjustment during the performance of the Contract. If prices shall be adjustable, the methodology specified in Special Conditions of Contract will apply.
ITB 14.7	The Incoterms edition is Incoterms 2010.
ITB 14.8 (a) (iii)	Final destination (Project Site): Locations as mentioned in Part 2: Supply Requirements
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 25 years
ITB 17.2 (b) (i)	Manufacturer's authorization is required as per proforma in Section IV
ITB 17.2 (b) (iii)	After sales service is required which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.
ITB 18.1	The bid validity period shall be 120 days.
ITB 18.3(a)	The factor will be 6.01% per annum
ITB 19.1	Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms.
ITB 19.3	The amount of the Bid Security shall be: Rs 23,59,000/- (Rupees Twenty-Three Lakhs Fifty-nine Thousand Only)
ITB 19.3 (a)	None
ITB 19.9	Deleted
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid supported by a Board Resolution
	D. Online Submission and Opening of Bids
ITB 21.1	Class of DSC required is: IInd /IIIrd
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Design, Fabrication, Transportation, Supply, Installation, Testing and Commissioning of Steel pontoons along with Floating Walkways for providing Floating Jetties at Seven (07) locations on NW – 1 (Ganga – Bhagirathi – Hooghly river system from Haldia to Varanasi) in the state of West Bengal Identification number: IN-IWAI-367869-GO-RFB-2

ITB 22.1	The deadline for uploading of bids is: Date: 26.03.2024
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	Time: 1500 Hours
ITB 24.1	Re-submission of the bid is not allowed, if withdrawn.
	E. Public Opening of Technical Parts of Bids
ITB 25.1	<p>The online opening of the Technical Parts of Bids shall take place at: Street Address: IWAI, A-13, Sector-1 City: Noida Country: India Date: 26.03.2024, Time: 1530 Hrs</p> <p>The Bidders shall submit their bids electronically on CPP Portal https://eprocure.gov.in/eprocure/app.</p> <p>The electronic submission procedures shall be: The Bidder shall upload the bid on the e-Procurement portal https://eprocure.gov.in/eprocure/app following the system described below.</p> <ol style="list-style-type: none"> 1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the suppliers / bidders on the eProcurement portal is a prerequisite for e-tendering. 2. Bidder should do the enrollment in the eProcurement site using the https://eprocure.gov.in/eprocure/app option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide the correct / true information including valid email_id. All the correspondence shall be made directly with the suppliers/bidders through email_id provided. 3. Bidders need to login to the site through their user id / password chosen during enrollment / registration. 4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any certifying purchaser recognized by CCA India on eToken / SmartCard, should be registered. 5. The DSC that is registered only, should be used by the bidder and should ensure safety of the same. 6. Bidder may go through the bid documents published on the site and download the required bid documents / schedules for the tenders he / she is interested. 7. After downloading / getting the bid document / schedules, the bidder should go through' them carefully and then submit the documents as asked. 8. If there are any clarifications, this may be obtained online through' the tender site, or through the contact details. Bidder should take into account of the amendment published before submitting the bids online.

9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment / registration and then by giving the password of the eToken / SmartCard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
11. From my favourites folder, bidder can select the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / xls / rar / jpg / dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.
14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting (if any). Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15. The bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the price of bidding document/ Bid Security as specified in the bid document. The original payment instruments should be posted/couriered/given in person to the Purchaser within the due date as mentioned in this bid document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the price of bidding document/ Bid Security as applicable and enter details of the instruments.
19. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including GCC without any exception and have understood the entire

	<p>document and are clear about the requirements of the tender requirements.</p> <ol style="list-style-type: none"> 21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. 22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified / replaced by the bidder, else the bid submitted is liable to be rejected for this tender. 23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. 24. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date. 25. The bidder should ensure / see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely / liable to be rejected. 26. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission. 27. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. 28. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. 29. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done. 30. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser. 31. For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below: <p>E-mail:- vc.iwai@nic.in</p>
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	<p>Web Site:- www.iwai.gov.in Tel. No.: 0120- 2544004, Fax No. – 0120-2543976 In person: Vice Chairman & Project Director, JMVP Facsimile: +91 1202543976 In case of non-receipt of these original documents, the bid will be declared non-responsive.</p>
	F. Evaluation of Bids – General Provisions
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
	H. Public Opening of Financial Parts of Bids
ITB 33.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.</p> <p>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: Address: IWAI, A-13, Sector-1 City: Noida Country: India Date: To be intimated later Time: To be intimated later</p>
	I. Evaluation and Comparison of Bids
ITB 34.1(a)	<p>Technical Bids will be evaluated as per the evaluation criteria and the financial bid of the technically qualified bidders will be finalized on the basis of L-1 quote.</p> <p>The total amount (Supply, installation, testing & commissioning i.e Price Schedule- Supply & Services) will be considered during the financial evaluation & identification of lowest (L1) bidder.</p>
ITB 34.3	Not Applicable
ITB 34.5	Not Applicable
	J. Award of Contract
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%</p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with ITB 34 & 36. No other criteria shall be used.

TECHNICAL PART

1. Qualification (ITB 32)

1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. The bidder must be a manufacturer & have following qualification:

(a) Financial Capability

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

Annual Turnover

Minimum average annual financial turnover during the last three (3) years (2022-23, 2021-22, 2020-21), ending 31st March of the previous financial, should be at least:

Rs 7,07,58,489 /- (Rupees Seven Crore Seven Lakhs Fifty-Eight Thousand Four Hundred Eighty-Nine Only)

Bidders shall submit Form FIN 3.2, Section IV: Bidding Forms duly certified by a Statutory Auditor/ Chartered Accountant (CA).

Liquid Assets

The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements (Form FIN 3.1 (A), Section IV: Bidding Forms) estimated as Rs 4,71,73,000/- (Rupees Four Crore Seventy-one Lakhs seventy-three thousand Only) for the subject contract (s) net of the Bidders other commitments.

The Bidders shall also demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence of Supply & Commissioning to demonstrate that it meets the following experience requirement(s):

1. The bidder should have experience of supply & commissioning of four (04) similar items in the last 5 years.

“Supply and commissioning of similar items” means Fabrication, Transportation, Installation, Testing and Commissioning of inland vessels like propelled/ non

propelled barge or pontoon or sea going vessels/steel pontoons duly certified by any classification society/ IRS and registered by any registering authorities under Inland Vessel Act or any other relevant act / regulation”

Note: The Bidder shall furnish documentary evidence viz. Work orders, completion certificates, IRS, Registration certificates etc on client letterhead to demonstrate that the Goods it offers meet the usage requirement. The Bidder must furnish details of supplies made by him in the last five years in proforma attached in Section IV.

FINANCIAL PART

2. Margin of Preference (ITB 37) – Not Applicable

3. Evaluation (ITB 30, 31, and 34)

3.1. Evaluation Criteria (ITB 34.5)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

- (a) Cost of major replacement components, mandatory spare parts, and service – Not Applicable
- (b) Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the bid – Not Applicable
- (c) Projected operating and maintenance costs - Not Applicable
- (d) Performance and productivity of the equipment – Not Applicable
- (e) Specific additional criteria – Not Applicable

3.2. Multiple Contracts (ITB 34.3) – Not Applicable

SECTION IV – BIDDING FORMS

1A. LETTER OF BID – TECHNICAL PART

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

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

No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

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

Invitation for Bid No.: *[insert No of IFB]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services ***[insert a brief description of the Goods and Related Services]***;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We are not participating, as a Bidder or as an associate, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

- (h) We, along with any of our associates, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and
- (m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

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]***

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

¹*Bidder to use as appropriate*

1B. LETTER OF BID - FINANCIAL PART

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

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

No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

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

Invitation for Bid No.: *[insert No of IFB]*

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

To: *[insert complete name of Purchaser]*

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) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures];***

~~In case of multiple lots, total price of each lot ***[insert the total price of each lot in words and figures];***~~

~~In case of multiple lots, total price of all lots (sum of all lots) ***[insert the total price of all lots in words and figures];***~~

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

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

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

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each*

Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

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

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

2. BIDDER INFORMATION FORM

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

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

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

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. 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>
6. 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 Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5. <input type="checkbox"/> Included are the organizational chart ,a list of Board of Directors, and the beneficial ownership

Appendix to Technical Part

Financial Situation

FORMAT 3.1 Historical Financial Performances

Bidder's Legal Name: _____

Date: _____

Bidding No.: _____

Page _____ of _____ pages

To be completed by the Bidder

SUMMARY OF FINANCIAL STATEMENTS								
Name of bidder: _____								
(Equivalent Rs. Million)								
S. No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance Sheets	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
1.	Total Assets							
2.	Total Turnover							
3.	Current Assets							
4.	Current Assets + Loan & Advances							
5.	Total Liabilities							
6.	Current Liabilities							
7.	Current liabilities & provision							
8.	Profit before Interest and Tax							
9.	Profit before Tax							
10.	Profit after Tax							
11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)-(revaluation reserves + Miscellaneous expenditure not written off)							
12.	Depreciation Current Ration (2)/(5)							
13.	Net cash accruals= Profit after Tax + depreciation							
14.								

This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available.

Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.

2. Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for last five years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 1.1 (A) (a). The financial statements shall:

- (a) reflect the financial situation of the Bidder, and not sister or parent companies.
- (b) be audited by a certified Chartered Accountant.
- (c) be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- (e) Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the last five years required above; and complying with the requirements (If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified)

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

Appendix to Technical Part

FORM FIN – 3.1(A)

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

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

Clause 1.1(A)(a) of Section III – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

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

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

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

Appendix to Technical Part

Form FIN - 3.2

Annual Turnover

[The following table shall be filled in for the Bidder]

Bidder's Legal Name: *[insert full name]*

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

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

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

Annual turnover data*		
Year	Amount in Rupees	
<i>[indicate year]</i>	<i>[insert amount]</i>	

* *Annual turnover calculated as total certified payments received for work in progress or completed, for last 3 years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 1.1 (A) (a). This should be certified by a Statutory Auditor/ Chartered Accountant.*

Price Schedule Forms

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

3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs								Date: _____ NCB No: _____ Alternative No: _____ Page No _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item No	Description of Goods	Country of Origin	Delivery Date	Quantity and physical unit	Unit price EXW [including GST and other taxes if any]	Total EXW price per line item [including GST and other taxes if any] (Col. 5×6)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii))	GST and other taxes payable per item if Supply is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 7+8)
1.	Design, Procurement, Fabrication, Testing, Launching, Certification & Trial Run at Supplier's Yard of Steel pontoons (size 30 m length x 8 m width), Floating shore connecting Walkway with HDPE Floater (9m x 2m x 0.80m height Handrail), Fenders, Winches, Bollards, Towing Post, Stays & Ladders, Mooring Rope, Anchor System, Crew cabin, Life Saving appliances (15 Nos. Lifebuoys and 60 Nos. Life jackets, Life Line Rope 30m, 2 nos First Aid Kit), 1 number of portable dry powder fire extinguishers of 9 liter capacity for all classes of fire, GI roofing, complete including painting, testing and certification by IRS/ IIT/ classification society all in respect as per the terms & conditions of the tender at the below mentioned locations:								
a	Berhampore Gopal Ghat			1 Location					

b	Berhampore Ghat Opposite (Khagra Ghat)			1 Location					
c	Lalbagh (Sadar Ghat)			1 Location					
d	Khosbagh Ghat (Lalbagh Court Ghat)			1 Location					
e	Majherchar			1 Location					
f	Saptorshi Ghat			1 Location					
g	Guptipara			1 Location					
	Total Amount Rs								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).

4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

Prices in Rs						Date: _____
						NCB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
1	<p>Transportation, Launching, Installation, Anchoring, Testing & Commissioning at site (each location) of Steel pontoons (size 30 m length x 8 m width), Floating shore connecting Walkway with HDPE Floater (9m x 2m x 0.80m height Handrail), Fenders, Winches, Bollards, Towing Post, Stays & Ladders, Mooring Rope, Anchor System, Crew cabin, Life Saving appliances (15 Nos. Lifebuoys and 60 Nos. Life jackets, Life Line Rope 30m, 2 nos First Aid Kit), 1 number of portable Dry powder fire extinguishers of 9 liter capacity for all classes of fire, GI roofing complete including painting, testing and certification by IRS/ IIT/ classification society all in respect as per the terms & conditions of the tender at the below mentioned locations:</p> <p>Includes insurance and other services required to convey the Goods to the Final Destination (ITB 14.8 (a) (iii))</p>					
a	Berhampore Gopal Ghat			1 Location		
b	Berhampore Ghat Opposite (Khagra Ghat)			1 Location		
c	Lalbagh (Sadar Ghat)			1 Location		
d	Khosbagh Ghat (Lalbagh Court Ghat)			1 Location		
e	Majherchar			1 Location		

f	Saptorshi Ghat			1 Location		
g	Guptipara			1 Location		
2	General Upkeep and Maintenance for smooth operation/utilization of complete offshore unit consisting of Steel Pontoon & Floating shore connecting Walkway with HDPE Floater at the location for a period of 02 years as per the requirement of Section VII – Paragraph 15			7 nos Locations		
Total Bid Price Rs						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Note: The total amount (Supply, Installation, Testing & Commissioning- Price schedule supply & services) will be considered during the financial evaluation & identification of Lowest (L1) bidder.

5. Forms of Bid Security

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]* (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply 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 Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____² for which payment well and truly to be made to the said Purchaser 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; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will

² *The 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 19.1 of the Instructions to Bidders.*

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 _____³ 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 Purchaser, 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.

³ 45 days after the end of the validity period of the Bid.

6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the Contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists].*

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

7. ~~DECLARATION FOR CLAIMING TAX/ DUTY EXEMPTION~~⁴
(Name of the Project)

Bid No.

Description of item to be supplied

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

(Bidder's Name and Address):

To

(Name of Purchaser):

Dear Sir:

1. ~~We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.~~

2. ~~We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.~~

(i) ~~Ex factory price per unit on which the tax/duty is payable: *Rs.-~~

(ii) ~~No of Units to be supplied:~~

(iii) ~~Total cost on which the tax/duty is payable (Rs.)~~

(The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force)

(Signature)

(Printed Name)

(Designation)

(Common Seal)

⁴This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

**Please attach details item wise with cost, if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
1	2	3	4	As per contract 5	Actual 6	7	8

Signature and seal of the Bidder _____

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

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

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

Under ITB 4.7(a) and 5.1: None

Under ITB 4.7(b) and 5.1: None

SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, and their agents (whether declared or not), agency, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁵In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁶
 - ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁷
 - (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;⁸

⁵ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁶ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

⁸ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁹
- (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, associates, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,¹⁰ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹¹;

⁹ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

¹⁰ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

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

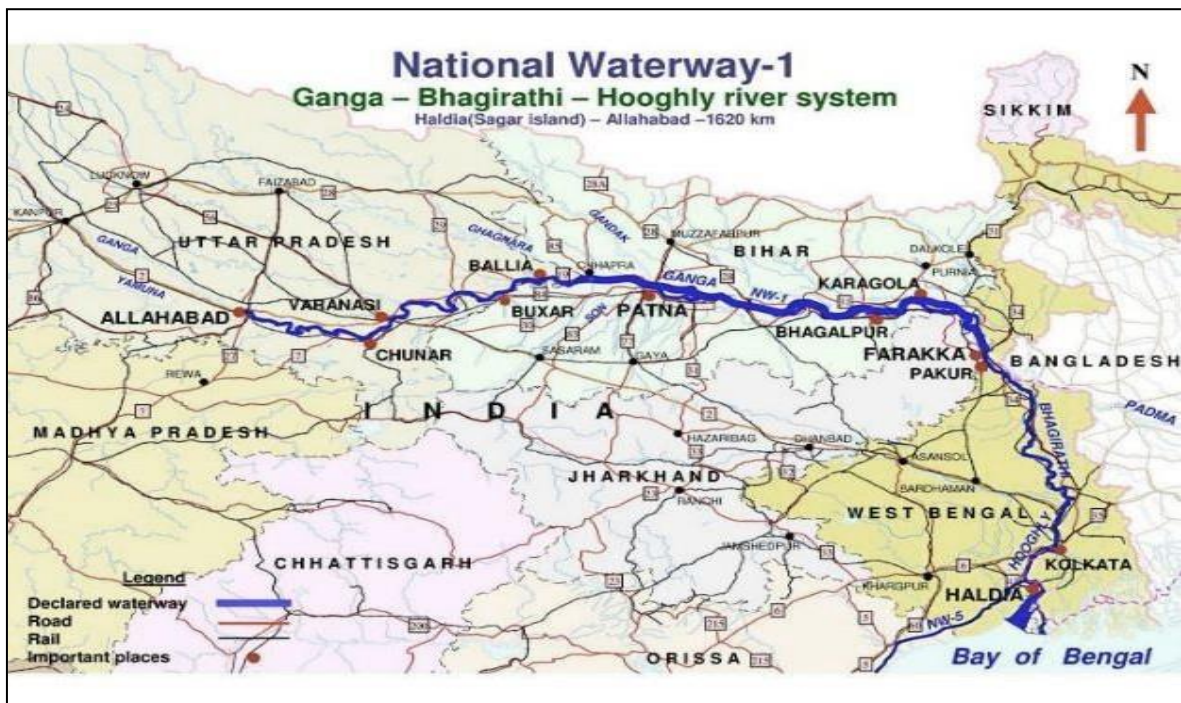
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and associates, and their agents, sub-agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

PART 2 - SUPPLY REQUIREMENTS

SECTION VII – SCHEDULE OF REQUIREMENTS

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) (hereinafter referred to as the “**Purchaser**”) is a statutory body of the Ministry of Ports, Shipping and Waterways, Government of India (GoI). The Purchaser was set up in 1986 for regulation and development of inland waterways for the purposes of shipping and navigation. The Purchaser is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) in the country. Presently, there are 111 NWs in the country.
- 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environment friendly mode of transport. When developed for use by modern inland vessels operating on dependable fairways, it can reduce congestion and investment needs in rail & road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the economy and India’s global trade competitiveness.
- 1.3 The National Waterway-1 (NW-1), Ganga-Bhagirathi-Hooghly river system is located in India and runs from Haldia (Sagar) to Allahabad/Prayagraj across the Ganges, Bhagirathi and Hooghly river systems. It is 1620km long, making it the longest waterway in India. It is of prime importance amongst all the national waterways considering its locational advantages. The NW-1 passes through West Bengal, Jharkhand, Bihar and Uttar Pradesh and serves major cities and their industrial hinterland.



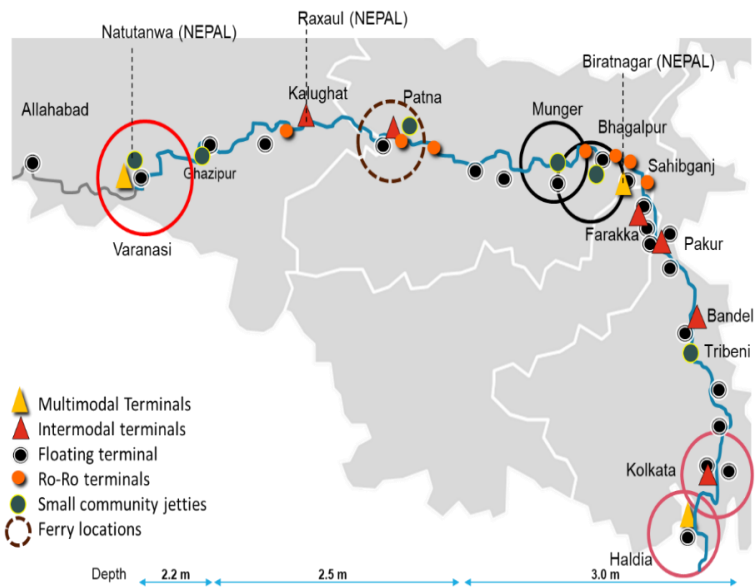
- 1.4 Considering the strong potential for transportation of multiple cargoes such as coal, fly ash, cement and clinker, stone chips, edible oils, petroleum products, foods grains and over dimensional cargo, the Purchaser is implementing “**Jal Marg Vikas Project (JMVP)**” for capacity augmentation of NW-1 with the technical and financial assistance of the World Bank to improve the navigability of NW-1 through: (i) fairway development by providing an assured depth of 2.2m to 3.0m throughout the corridor for at least three hundred thirty (330) days in a year to make it navigable for comparatively larger vessels of 1,500-3,000

DWT; and (ii) civil structures, logistics and communications interventions required that includes multimodal terminals, jetties, navigational locks, barrages, channel marking systems etc.

1.5 As part of JMVP, the conceptualization of Arth Ganga was finalized to energize economic activities which will impact the overall ecosystem along the riverbank. Inland waterways is one of the most important pillars of Arth Ganga, that can lead to inclusive growth and play a key role in improving the livelihoods of the populations.

1.6 Arth Ganga is being developed on an approach based on principles of sustainable development model that focus on economic activities in & around the hinterland of NW-1 by providing opportunity to local communities to transport their goods and passenger (including tourist) movements through waterways as well as skill development and public / private sector capability developments to support the following:

- (a) Economic benefits to the farmers, traders and public living around the Ganga belt;
- (b) Growth of small-scale industries;
- (c) Employment opportunities;



Master Plan of Arth Ganga

- 1.7 The major components that have been envisaged under Arth Ganga are: (a) fairway development through dredging including bandalling and navigational aids; (b) channel stabilisation works; (c) construction of Ro-Ro terminals; (d) construction of new community jetties; (e) modernization / rehabilitation of existing jetties; (f) modernization / rehabilitation of existing navigational lock at Farakka; (g) RIS and DGPS; (h) Hydrographic equipment, HDP Software, Automatic Gauge Stations etc.; and (i) IWT promotional activities.

2. Objective

- 2.1 With the background mentioned above, the Purchaser invites bids from reputed organizations having experience primarily in Design, Fabrication, Certification, Transportation, Supply, Installation, Testing and Commissioning of Steel Pontoons along with Floating shore connecting Walkways with HDPE floater for providing Floating Jetties at Seven (07) locations on NW – 1 (Ganga – Bhagirathi – Hooghly river system from Haldia to Varanasi) in the state of West Bengal along with all associated items of works as outlined in this bid document.
- 2.2 The Purchaser’s requirements are that the selected Bidder (hereinafter referred to as the “**Supplier**”) shall carryout the engineering, design, procurement of materials, fabrication, certification, supply, transportation (at the respect sites as mentioned in clause 2.4), installation, testing & commissioning of the Steel pontoons along with Floating shore connecting Walkway with HDPE floater, along with all associated items of works as outlined in this bid document. For this purpose, the Supplier shall conduct all necessary field tests and surveys to satisfy/ verify himself regarding the correctness of the data furnished vis-à-vis actual condition. No claim whatsoever will be entertained for any variation between the actual site condition met with during the executionof the work and those indicated herein.
- 2.3 The overall responsibility of the Supplier will encompass all the jobs specified in this bid document from start to completion, adhering to the time schedule, quality parameters and with no time and cost overrun. The Supplier will have to work in close co-ordination with Engineer-in-charge (EIC) and/or his representative & his deputed team and all major decisions shall be taken in consultation with them.

2.4 Scope of Supply

The broad scope of work of the Supplier is as below, but not limited to this. In case any associated work is required for successful execution of the project then the Supplier shall also organize the same. The scope of work of the Supplier shall include but not limited to the following:

- a) Design, Procurement, Fabrication, Certification, Supply, Transportation, Installation, Anchoring, Testing and Commissioning of Floating Steel Pontoons (30m length x 8.0m width), and Floating shore connecting Walkways with HDPE floater (9m length x 2m width x 0.80m height handrail) at seven (07) nos of locations as mentioned below to dock and undock inland navigational vessels.

Tentative locations	Coordinates
1. Behrampore Gopal Ghat	24°06'58.0"N 88°14'47.7"E
2. Behrampore Opposite (Khagra Ghat)	24°07'0.4"N 88°14'39.8"E
3. Lalbagh Sadar Ghat	24°10'12.9"N 88°16'08.7"E

4. Khoshbag Ghat (Lalbagh Court Ghat)	24°10'13.00"N 88°15'60"E
5. Majherchar	22°59'4.84"N 88°24'28.42"E
6. Saptorshi Ghat	22°58'51.42"N 88°24'4.68"E
7. Guptipara Ghat (Opposite to Shantipur)	23°12'28.2"N 88°25'15.4"E

b. General Upkeep and Maintenance: After completion of all the Scope of Supply as per the Contract and to the satisfaction of EIC, the Supplier shall be responsible for General Upkeep and Maintenance of all the facilities for a duration of twenty-four (24) months from date of commissioning as per the Contract and final Delivery / handing over to the satisfaction of Purchaser/ E-I-C, whichever later.

Note: The aforesaid locations are tentative only and may change as per the change in the morphology of the river at the time of setting up of the pontoons and walkways at the respective locations in West Bengal on NW-1.

3. Preliminary Works

3.1 The Supplier shall review the available data (Hydraulic, Topographical & Geotechnical) and reports if any, pertaining to the works and shall carry out all necessary surveys as required and instructed by Purchaser/ EIC. The Supplier shall also make a detailed analysis of the site and existing facilities available for execution of the works. The available data shall be shared with the successful bidder.

3.2 The Supplier based upon the surveys and detailed analysis undertaken shall submit preliminary design & final detailed design* along with detailed calculations, sectional drawings, Bill of Quantities (BoQ), work plan & methodology for carrying out the execution of works before commencement of the works at site. The Supplier shall bear all the cost arising out of surveys and detailed analysis.

**The responsibility of reviewing and vetting the detailed design along with detailed calculations and sectional drawings shall be undertaken from reputed & authorized classification societies IRS/ IIT/ institutes as per the consent of the Purchaser/ EIC.*

The Supplier shall coordinate with such professionals & other professionals (if any appointed by the Purchaser), attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the designproposals. The fee for such proof checking shall be borne by the Supplier.

3.3 The work plan submitted by the Supplier shall include:

- (a) works program – complete work breakdown structure with time schedule and bar chart; and
- (b) health & safety plan to be adhered to during manufacturing, supply, transportation, erections & commissioning

3.4 The Supplier after deliberations with the classification societies/ agencies/ institutes, shall agree and incorporate the necessary changes in the design, sectional drawings, BoQ, work plan and methodology within the stipulated timelines. The Supplier shall get the design, sectional drawings, BoQ, work plan and methodology approved by the classification societies / institute & EIC before commencement of the works and shall accordingly, abide by with the

timelines agreed upon.

- 3.5 The Supplier is fully responsible for delivering a safe, sound, durable and satisfactorily functioning state of the art structure conforming to the project requirements, applicable engineering standards, codes and manuals.

Note: The data and information including GA drawing provided by the Purchaser are indicative and for guidance only. The supplier shall design all the goods by conducting site investigations to suit the site conditions & conduct vetting of the same by any classification societies as mentioned in the above clauses.

4. Procurement

- 4.1 The Supplier shall procure and supply all the necessary material, machinery and related necessary items well in advance adhering to the timelines stipulated in clause 7.0 below.
- 4.2 The Supplier shall make its own arrangement for safe storage, handling of material and machinery procured at site.

5. Site Organization

The Supplier shall depute independent well-qualified officers/team, having sufficient experience in execution of all the works under the scope of work of this bid document. If the progress of work is found unsatisfactory during the currency of the Contract, the Supplier shall promptly mobilize additional personnel/ resources for ensuring satisfactory progress and timely completion of the proposed work, as per directions of & satisfaction of EIC and also obtain necessary clearances to satisfy all the conditions of the contract without extra cost to the Purchaser.

6. Delivery and Completion Schedule

7. Schedule of Work

7.1 Completion Schedule

- (a) The Supplier will have to enter into Contract Agreement, which will constitute of all correspondences and terms & conditions exchanged from time to time, between the Purchaser and the Supplier.
- (b) The Contract duration for the entire scope of work for Design, Fabrication, Certification, Transportation, Supply, Installation, Testing and Commissioning of Floating pontoons and Floating Walkway with all associated items of works shall be Eight (8) months from the date of signing of the Contract.
- (c) **General Upkeep and Maintenance period:** After completion of all the Scope of Supply as per the Contract and to the satisfaction of EIC, the Supplier shall be responsible for General Upkeep and Maintenance of all the facilities for a duration of twenty-four (24) months from date of commissioning as per the Contract and final Delivery / handing over to the satisfaction of Purchaser, whichever later.

7.2 Delivery Schedule

- (a) The Supplier, within fifteen (15) days from the date of signing of the Contract, shall submit detailed schedule of activities, preparation and approval of drawings, designs, working drawings (to be duly approved by any classification society/ IRS/IIT),

procurement & fabrication schedule, supply & testing schedule, installation & commissioning schedule, method statements, quality control manual including all data and reporting formats for comments from EIC and should incorporate all comments & observations to get the same approved by EIC.

- (b) The Supplier shall during the execution of works adhere to the delivery and completion schedule set forth for the works so as to ensure the completion of the works within the stipulated duration. Failure to achieve the milestones within the stipulated duration would attract Liquidated Damages as defined in SCC.

S. No.	Milestones / Key Deliverables	Time Schedule from D=Date of signing of Contract (Seven (07) Nos. of Steel pontoons and Floating shore connecting walkway with HDPE Floater)
1.	Submission and approval of final detailed design (approved by classification society/IRS/IIT & EIC) along with sectional drawings (Good for Construction (GFC) drawings)), work plan & methodology with up-dation/ modifications, if any.	D+30 days
2.	Completion of Keel laying with certification of EIC/ Purchaser	D+2 Months
3.	Completion of 100% of Hull fabrication & HDPE Walkway at the Supplier's yard after certification by any classification society as per Inland Vessel act.	D+4 Months
4.	Successful launching. Testing and Trail run of the steel pontoon & Floating shore connecting walkway with HDPE Floater at Supplier's yard (as per Price Schedule) after certification of EIC & any classification society	D+6 Months
5.	Successful transportation from Supplier's yard to the respective site (as per price schedule) and satisfactory installation of the Pontoons along with Walkway with certification by any classification society including submission of SOP/ Manual for Operation of the unit and training of purchaser's personnel in Train the Trainer Mode.	D+7 Months
6.	Testing, commissioning and trial of the complete system (Pontoons, HDPE Walkway & other associates works) at the respective site (as per Price Schedule) along with the certification by any classification society/ IRS/IIT & EIC including registration of the Pontoons in the name of the purchaser	D+8 months

Note: General Upkeep & Maintenance period of twenty-four (24) months from the date of final handing over of the Goods to the satisfaction of Purchaser & commissioning of Jetties.

Note: The Supplier shall provide all the relevant documents pertaining to warranty/ guarantee for all the components & accessories before handing over of the pontoons and walkways.

8 Payment Schedule: As stipulated in SCC

9 Security and Safety Measures

- 9.1 The Supplier shall take all precautions to avoid all accidents by exhibiting caution board's day & night, speed limit boards, red flags, red lights and providing barriers etc. The Supplier shall be responsible for all damages and accidents caused to existing/ new work due to any negligence in this regard. The Supplier shall also ensure that no hindrance is caused to traffic/ thorough fare during the execution of the work.
- 9.2 The Supplier shall take all care of all safety precautions pertaining to construction of works, such as, excavation, trenching, demolition, provision of scaffolding, ladder, working platforms, and gas welding, use of hoisting and construction machinery. The Supplier shall be governed by relevant provisions of safety code and as directed by EIC and/or his representative and nothing extra is payable on this account.
- 9.3 The Supplier shall ensure that no electric live wire is left exposed or un-attended so as to avoid any accidents in this regard.
- 9.4 Some restrictions may be imposed by the security staff etc., on the working and/or movement of labourers, materials etc. The Supplier shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- 9.5 The Supplier shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever, during the execution of the work. The Supplier shall be fully responsible for any damage to the Government property and to the work for which the payment has been advanced to him in the Contract. The Supplier shall maintain an appropriate insurance policy against the damages to the goods as per this tender, workman compensation policy as well as third party insurance from the commencement date of the contract agreement to the completion date of the contract. Nothing extra shall be payable to the Supplier for maintaining such insurance policy.
- 9.6 There shall be maintained in readily accessible places, adequate number of first aid boxes including adequate supply of sterilized dressings and cotton wool.
- 9.7 Any injured person shall be taken to a hospital without loss of time whenever the situation requires. Address and telephone numbers of nearest physicians and hospital and also of police station shall be conspicuously displayed in the site office permanently.
- 9.8 Suitable and strong scaffolds with adequate handrails and safety belts, helmets etc., shall be provided for all workmen, supervisors, and engineers for all works that cannot be done safety from ground. Unless otherwise directed, scaffolding shall be of steel with adequate lateral supports & bracing etc.
- 9.9 Any excavated material shall not be placed within 2m of the edge of the pit / trench. All pits/ trenches shall be provided with necessary shoring, fencing, lighting etc.

10 Plant & Equipment

- 10.1 The Supplier shall have the fabrication facility along with all necessary equipment to carry out the work of grinding, painting and welding etc.
- 10.2 No tools and plants shall be supplied by the Purchaser. The Supplier shall have to make his own arrangement for all required tools and plants at the terminal locations. All fabrication tools, plant and machinery provided by the Supplier shall, when brought on to the site, be deemed to be exclusively intended for the fabrication and completion of the works and the Supplier shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another), without the consent in writing of the EIC which shall not be unreasonably withheld.
- 10.3 The Supplier shall ensure that the major plant and equipment proposed to be deployed on the work shall meet the specified performance criteria. The Supplier shall be required to give trial runs of the equipment for establishing their capabilities to achieve the laid down specification and tolerance to the satisfaction of the EIC and/or his representative before commencement of the work. All the equipment provided shall be of proven efficiency and shall be maintained at all times.
- 10.4 The Supplier shall submit the deployment plan for mobilization of equipment before commencement of the works.

11 Materials

- 11.1 All materials to be incorporated in the work, shall be in accordance with the specifications laid down.
- 11.2 The Supplier shall use materials bearing ISI certification mark unless otherwise specified or allowed in writing by the EIC and/or his representative. Any material banned by the Purchaser / Government shall not be used in the work.
- 11.3 The Supplier shall submit to the EIC and/or his representative, samples along with brand of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the EIC and/or his representative before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the EIC and/or his representative as standards of materials till the completion of the work. The cost of such samples shall be borne by the Supplier and nothing shall be payable on this account over the accepted rates.
- 11.4 The Supplier shall be required to get necessary tests carried out on materials from an approved laboratory as per the directions of the EIC and/or his representative.
- 11.5 The Supplier shall be fully responsible for the safe custody of the materials.
- 11.6 In case of item for which approved make is not given, the Supplier shall with the prior approval of the EIC and/or his representative procure the same of first quality and satisfy the EIC and/or his representative before use in the works.
- 11.7 Materials shall be brought to sites in original packing's. Manufacturer's test certificates and/or invoices for all materials shall be handed over to the EIC and/or his representative on demand. In case of any contradiction between the approved makes specified and mentioned in the specifications or BoQ, the decision of the EIC and/or his representative shall be final and binding on the Supplier.
- 11.8 Wherever switchgears, distribution board etc. of specified ratings are not manufactured by the manufacturer, next available higher ratings shall be used within the rates quoted.

- 11.9 EIC and/or his representative reserves the right to have any or all random samples of materials checked/tested by an approved test house. The Supplier will bear all such test fees and organize other liaison works including all other incidental charges such as freight, handling, packing etc.
- 11.10 If at any stage of execution of work, EIC and/or his representative feels that the particular materials are not suitable to be used in any component of the structure covered under the scope of work, the EIC and/or his representative may order re-testing of the materials as per relevant specifications, IS code and sound engineering practice from any approved laboratory. The cost of samples for such testing the test charges including transportation of samples shall be borne by the Supplier. The rejected material either after the initial test or after re-testing, as per the case may be/shall be immediately removed from the site of work by the Supplier at his own cost. If the Supplier fails to remove the rejected material from the site within 48 hours (unless otherwise such time period is mentioned specifically elsewhere in tender document), of their rejection, the EIC and/or his representative shall be authorized to remove the same at the risk and cost of the Supplier. No claim financially or otherwise shall be entertained on account of any reason whatsoever in this regard.
- 11.11 Any material used on work without prior inspection and testing (where testing is necessary) and approval of the EIC is/are liable to be considered unauthorized, defective and not accepted by the EIC and the EIC shall have full powers to order removal of any or all of the materials brought at site by the Supplier which are not in accordance with the specifications or do not conform in character of quality to samples approved by him. In case of default on the part of the Supplier in removing rejected materials and any work executed with such unaccepted materials, the EIC shall be at liberty to have them removed and/or dismantled by other means at the risk and cost of the Supplier.
- 11.12 The EIC and/or his representative shall have full powers to substitute the rejected materials with the acceptable ones and in the event of Supplier refusing to comply, he may ask the same to be supplied by other means at the risk and cost of the Supplier.

12 Testing of Materials

- 12.1 The materials brought to sites before being incorporated in the work shall be inspected and if necessary, tested before approval by the EIC and/or his representative. Any work, on which such materials are used without prior inspection (and when necessary testing) and without approval and written permission of the EIC and/or his representative is liable to be considered as defective and not acceptable.
- 12.2 The Supplier shall give a performance test of the entire work as per standing specifications before the work is finally accepted and nothing extra shall be payable to the Supplier for the same.

13 Progress Monitoring & Supervision

- 13.1 The Purchaser shall check the Supplier's performance and notify him of any data or service defects that are found. Such checking shall not affect the Supplier's responsibilities.
- 13.2 All the drawings, designs, reports, and other documents submitted by the Supplier shall become and remain the property of the Purchaser, and the Supplier shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Purchaser, together with a detailed inventory thereof. The Supplier shall not disclose any proprietary or confidential information relating to the services without the prior written

consent of the Purchaser.

- 13.3 Progress Monitoring and supervision shall be undertaken by the EIC or his nominated representative/authorised representative or any third-party agency appointed by the Purchaser. The supervision and monitoring shall not relieve the Supplier to perform his responsibilities under the Contract. The Supplier shall submit regular progress reports at the intervals decided by the EIC or his nominated representative/authorised representative or any third-party agency appointed by the Purchaser.

14 Quality Control

The Supplier shall prepare and submit for the EIC's approval, not later than fifteen (15) days prior to the commencement of works, his detailed proposals for a quality control system for execution of works. The EIC's written approval of the system shall be obtained prior to commencement of work and the system shall not be altered by the Supplier without the written permission of the EIC. The quality control system shall clearly indicate, inter-alia:

- 14.1 Supplier's personnel responsible for quality control;
- 14.2 Method of monitoring and determining the type of material being used;
- 14.3 Method of determining whether the material is suitable for works; and
- 14.4 System for obtaining approval from the EIC or his representative for all the works being carried out

15 General Upkeep and Maintenance

- 15.1 During the General Upkeep and Maintenance period, the Supplier shall undertake normal routine maintenance, cleanliness, proper mooring & berthing, replacement, repairs, painting, shifting due to change in river course etc., for safety and serviceability of floating pontoons and walkways by providing requisite manpower round the clock. The Supplier has to man and maintain the pontoon and walkways installed at each location as per the directions of the EIC.
- (a) The Supplier has to ensure for maintaining the steel pontoons and floating shore connecting walkways with HDPE floater by qualified/ trained, competency certificate holders and personnel with adequate experience in the relevant field and nature of work. When the pontoon is berthed or moored, the safety of the pontoon is also to be ensured by the crew. The contractual charges are inclusive of all the expenses connected to manning and other contractual obligations.
 - (b) Repair and maintenance of pontoons and walkways must be attended as per marine practice/ guidelines/ statutory requirement and maintenance schedule of the manufacturer. EIC or his representative may inspect without any prior notice in this regard. Details of the repair works as well as maintenance works carried out are also to be recorded in the log-book on completion of each maintenance work.
 - (c) The water level fluctuations are approximately 04m vertical and approximately 05m lateral. If required, the supplier has to relocate the pontoon to suitable location during monsoon period or based on the water level fluctuation as per the direction of EIC.
 - (d) The Supplier shall ensure shore connectivity of the jetty for smooth embarkment and disembarkment throughout the General Upkeep and Maintenance period as per the variation in the water level and shift of the channel away from the jetty locations.
 - (e) Consumables and Stores: All running stores, spare parts, consumables and miscellaneous

items required during the General Upkeep and Maintenance period will have to be provided by the Supplier without any extra cost to the Purchaser. Further, the defects occurring against manufacturing defects, workmanship and serviceability of the various components, individually or compositely to entire work shall be dealt by the Supplier during the General Upkeep and Maintenance period and without any extra cost to the Purchaser.

(f) The cost of statutory dry-docking will be reimbursed by the Purchaser provided such repairs are carried out with prior permission and sanction to the estimate from the EIC within duration of lay off approved by him.

16 **Minimum consolidated emoluments including Statutory allowances:** The Supplier has to ensure that the wages are as per Minimum Wages Act and as prevailing in the marine sector depending on their qualification, competency etc. All the statutory allowances such as PF, ESI, Bonus, Group Insurance are to be provided to each staff as prevailing and accordingly, the Supplier has to ensure for opening their deposit with the concerned organization as per the procedure in this regard.

**17. TECHNICAL SPECIFICATIONS OF STEEL PONTOON AND FLOATING SHORE
CONNECTING WALKWAY WITH HDPE FLOATER**

Technical Specifications of Steel Pontoon

A. GENERAL

A.1 General Requirements

The pontoons shall be suitable for operations in inland waters. The pontoons shall be fabricated as per Indian Register of shipping rules/ regulations for dumb barge/ pontoon applicable to inland vessels.

The pontoons are to be stationed at Jetty locations along river to dock and undock inland navigational vessels. The pontoons will be moored at site via four sets of catenary and anchors. The supplier shall supply the pontoons and install the required structural or outfitting elements which are required for mooring the pontoons.

Normal shipbuilding practices shall be adapted in the fabrication. Any material/ fitting/ equipment or procedure not described or left out of these specifications to be considered as required and necessary for intended services. Pontoons shall be supplied and fitted by the supplier without any extra charge.

The supplier shall be responsible for all the extra work, which arises out of the recommendations, and remarks made by the Classification Society as well as IWT surveyors.

The terms and conditions mentioned in the Specifications and General Arrangement Drawing of the tender document shall be for guidance only. In the event of any inconsistency between the General Arrangement Drawings/ Technical Specifications of the tender document and the regulations of IRS/IIT/ Classification Society, the regulation of Technical Specifications/IRS/IIT/ Classification Society will prevail.

A.2 Principal Particulars:

The main particulars of the pontoons are:

Type of pontoon	:	Box type steel all welded
Length	:	30.00 meters
Breadth	:	8.00 meters
Moulded depth	:	1.00 meters
Draft	:	0.50 meters

A.3 Environmental Conditions:

Environmental Guidelines

- (a) During the installation of floating pontoons and walkways, the benthic organisms will get temporarily disturbed, but they are expected to colonize again once the installation is

completed. In order to limit the damage at initial stage, the riverbed should not be disturbed much. The installation/ fabrication materials should be placed one above another by using proper hoisting machineries and should not be dropped on the riverbed.

- (b) Even though the installation of floating pontoons and walkways does not have any direct impact on shoreline stability, it is advisable to continue shoreline monitoring program. However, if shoreline protection required, it shall be implemented.
- (c) During installation/ fabrication phase, the solid wastes is generated. Adequate facilities for collection and conveyance of municipal wastes generated at the disposal site shall be developed. The Supplier in consultation with district administration shall be responsible for implementing the management measures suggested for solid waste management during installation/ fabrication phase. Dust bins shall be proposed per site for the separate collection of bio-degradable and non- bio-degradable waste during operation phase.
- (d) The movement of vehicles is likely to increase during installation/ fabrication phase. Thus, as a control measure, vehicles emitting pollutants above the prescribed standards will not be allowed to ply in the project installation/ fabrication phase. Vehicles and installation/ fabrication equipment will be fitted with internal devices i.e. catalytic converters to reduce CO and HC emissions.
- (e) All the roads in the vicinity of the project site and the roads connecting to the installation/ fabrication site are paved or black topped to minimize the entrainment of fugitive emissions. If any of the road stretches cannot be blacktopped or paved due to some reason or the other, then adequate arrangements will be made to spray water on such stretches of the road.

Social Guidelines

- (a) The Supplier shall ensure that the existing ferry service is not disturbed or there is minimum disturbance to the service, during the construction/ fabrication phase.
- (b) The Supplier is required to comply with all the precautions as far as possible for safety of the workers. The Supplier will supply all necessary safety appliances such as masks, ear plugs, etc., to the workers and staff. The Supplier shall comply with all regulation regarding, working platforms, excavations, trenches and safe means of entry and egress.
- (c) In order to guarantee fabrication safety, efficient lighting and safety signs shall be installed on temporary roads during construction/ fabrication and adequate traffic regulations shall be adopted and implemented for temporary roads.
- (d) Provide personal protective equipment to the labours.
- (e) Ensure the labours are trained to work on the specific project.
- (f) For untrained labour – training should be provided before permission to work on the site.
- (g) The Supplier shall provide, if required, erect and maintain necessary (temporary) living accommodation and ancillary facilities during the progress of work for labour to standards and scales approved by the EIC.
- (h) The Supplier shall follow all relevant provisions of the Factories Act, 1948 and the Building & other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 for construction & maintenance of labor camp.

- (i) Construction camps, if required, shall not be proposed within 1000m or sufficiently away from nearest habitation to avoid conflicts and stress over the infrastructure facilities, with the local community. The location, layout and basic facility provision of each labour camp shall be submitted to EIC prior to their construction.
- (j) The supplier shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the supplier fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the supplier. But this will not absolve the supplier of his responsibility or otherwise thereof.
- (k) Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules and shall make the supplier liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules and shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the supplier. In the event of any injury, disability or death of any workmen in or about the work employed by the supplier either directly or through his associate, supplier shall at all-time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the supplier be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the supplier for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the supplier or from his Performance Security deposit or sale thereof in full or part under the supplier or any other supplier with the Authority towards fulfilment of the said decree, award or orders.
- (l) Safety and sanitation facility should be provided in the labour camp. Uncontaminated water shall be supplied to the construction workers at labour camps.
- (m) The Supplier shall arrange for a readily available first aid unit including an adequate supply of sterilized dressing materials and appliances as per the Factories Rules in every work zone. Availability of suitable transport at all times to take injured or sick person(s) to the nearest hospital
- (n) Always maintain a fully equipped first aid box in the construction camp

A.4 Classification, Regulations and Certificates

The pontoon shall be designed and fabricated in accordance with the requirements of the rules and regulations of:

1. IRS (Indian Register of Shipping) or any Classification Society who is member of International Association of Classification Society (IACS)
2. The Inland Vessel Act 2021.

The Pontoon shall be fabricated under the inspection of the above mentioned Classification Society and to be classified as a pontoon suitable for inland waterways. The Purchaser and their representatives / consultants shall also inspect the fabrication of the pontoon and carry out the specification survey.

The supplier shall obtain the following certificates/documents and deliver to the purchaser at the time of the pontoon's delivery.

The original certificates with three copies shall be handed over prior to delivery or framed and kept onboard as the case may be.

- a) Issued by appropriate authorities as applicable for this class of vessel.
 - 1) Inclining Experiment Report.
 - 2) Trim and Stability booklet.
 - 3) Certificate of tonnage (GRT/NRT).
- b) To be issued by classification society
 - 1) Classification Certificate
 - 2) All Certificates of machinery and equipment if any.
- c) To be issued by Supplier
 - 1) Supplier's Certificate Quality Assurance Certificate.
 - 2) Gross Tonnage of Pontoon Certificate.
- d) To be issued by others (mainly the classification society, MMD, Dock Labour Board and other statutory/recognized agency) for the anchors, chain cables, shackles, hawsers, mooring ropes and equipment.

The pontoon will be registered as per the relevant rules and regulations of Inland Vessel Act, 2021

All costs and fees for inspection and approval of Class and Regulation Bodies for the necessary certificates shall be borne by the Supplier.

A.5 Trim and Stability

The Pontoon shall comply with IMO's stability requirements. The Pontoons shall not have any trim by force in any of the operating loading conditions.

Permanent ballasting will not be allowed. An inclining experiment is to be conducted by the supplier in the presence of the IWT surveyors and the purchaser. A detailed trim

and stability booklet duly approved by State IWT Directorate shall be submitted to the purchaser.

A.6 Accommodation and other Allied Facilities

One cabin of size (4m length x 4m breadth) suitable for two (2) persons shall be provided on the pontoon. The cabin shall be placed such that the passenger embarkment/disembarkment area is kept clear. Pontoon to be equipped with Lifesaving appliances (15 Nos. lifebuoys, 30m life line rope, 60 Nos. life jackets and two first aid kits) and one (01) number of portable dry powder fire extinguishers of 9 litre capacity for all classes of fire. All items shall be provided in appropriate storage box painted red with lock and key and fastened to the floating pontoon. It shall be as approved by the EIC.

B. HULL STRUCTURE

B.1 General

The Pontoon is to be shaped with rounded corners and swims ends.

Scantlings

The steel to be used is to be of **IS 2062 Grade B** or equivalent and classification society shall carry out necessary testing of the samples of steel as required by class. The welding is to be of excellent quality and using high quality electrodes. The hull scantlings are to be not less than given below:

Plating

a.	Bottom Plating	8mm
b.	Side plating	6mm
c.	End bulkheads	6mm
d.	Internal bulkhead	6mm
e.	Deck plating	6mm chequered plates
f.	Tank boundaries	6mm

Profiles

- (i) Bottom longitudinal 1A 75x75x8
- (ii) Side shell stiffeners 1A 65x65x6
- (iii) Deck longitudinal 1A65x65x6
- (iv) Bulkhead stiffeners 1A65x65x6/1A100x100x10

The Pontoons shall be fabricated with shipbuilding quality steel of IS-2062 Grade “B” or equivalent with all welded fabrication. Necessary hull preservation and painting to be carried out as per shipbuilding practice and painting scheme mentioned. The hull shall have the following layout from forward to aft:

In general, the hull shall be fabricated of steel from keel to main deck according the transverse/ longitudinal framing system. Scantlings of all structural members shall be as per IRS requirements. Approved shipbuilding quality material is to be used throughout the fabrication. Sharp corners are to be avoided. Good continuity of structural members in basic hull structure should be maintained.

Flanging of plates and brackets, in general, shall not be allowed. For bolts only drilling is allowed. Before the steel plates and rolled sections are used for fabrication, rust and mill-scale must be removed by means of sand/grit-blasting. Immediately after the steel sand/grit-blasting, one coat of rich shop primer with a thickness of minimum 25 microns is to be applied as a temporary protection.

Plate edges should be flame-cut mechanically as much as possible. Welded connections with notches are not allowed.

B.2 Bulkhead

All watertight bulkheads shall be plated horizontally. Vertical stiffening shall be provided with the stiffeners spaced as per frame spacing.

B.3 Hull Opening, Watertight Doors and Hatches

All hull openings wherever provided shall be in accordance with IRS rules. Watertight doors and hatches are to be provided where necessary and shall comply with the rule requirements.

All manhole and hatches are to be 600 x standard size. Hatches are to have a coaming of at least 450 mm and all manholes are to be provided with water tight covers bolted on to 1A 100-x 100xS profiles welded around the opening. The bolts have to be of at least M16size.

B.4 Name and Draught Marks

The name of the Pontoon, place of registry and the draft marks should be executed in welded characters and the letters and figures should be cut out of 5 mm thick steel plate.

The name of the Pontoon should be executed on bow and stem. In addition, the place of registry should be indicated on the stem. Draft marks are to be of 3 mm in welded steel plate and painted with at least two coats. Two (02) nos draft mark to be marked on the both longer side and one (01) no. draft mark to be marked on the both shorter side. The accuracy of these marking will be checked by the purchaser's representative.

C. HULL OUTFIT AND DECK EQUIPMENT

C.1 Anchor- and Mooring arrangement & equipment

The pontoon deployed on the river is to encounter current of maximum 2m/sec during flood. Therefore, suitable mooring arrangements along with anchors are to be provided for sustaining the above conditions. Detail design and calculation in this regard to be prepared and same to be approved by IRS/ IIT before installation.

The winches/ windlass, anchor chain, mooring ropes, shackles etc. shall be as per the class requirement and design. The requirement of mooring at shore with appropriate arrangement through steel wire rope of adequate diameter shall also be provided.

C.2 Anchor winches

Electrically operated anchor winches/ windlass are to be provided on pontoon as per the required class rules and design. Winches shall also be suitable for manual/ mechanical operation. The anchor winches to have one chain pulley/sprocket and one warping head. Lined brakes and couplings to be provided for independent operation of the pulley and the warping head.

C.3 Deck machinery

Two (02) numbers of hand operated davits of 1.0 ton SWL to be provided conforming to IS 5386(1969).

C.4 Bollards

Sufficient number of mooring bollard to be provided on starboard and port sides of Type – A – ISO – 13795 standards.

C.5 Fenders

Steel fenders are to be provided all around the pontoon perimeter fabricated of half cut pipe of dia 200mm and 20 NB schedule. Tyre fenders of sufficient size are also to be provided on both sides in such a manner that the spacing between them does not exceed 1250 mm. Lugs of not less than 16 mm to tie up these tyres are to be welded to the sides.

C.6 Structural Steel Superstructure, GI Roofing and Handrail

GI roofing superstructure shall be as per design. Structural steel and handrail shall conform to conform to IS 4923 / IS 2062.

D. Drawings

The supplier shall prepare all classification/statutory/ fabrication /working drawings and as fitted drawings and submit to classification agency/ IRS/ IIT for approval.

The charges for the approval of the classification drawings shall be borne by the supplier.

Before delivery of the pontoon the supplier shall submit one set of good quality of transparent films and four prints of all drawings including “As Fitted” drawings.

Three sets of as fitted drawings (for structural, machinery, piping & outfitting),detailed lists of all standard and extra spare parts, inventory tools and additional tools,maintenance, spare parts and other instruction manuals, schemes, calculations, all test reports, trial reports, final trim and stability booklet, etc., necessary for the operation, maintenance and repair of the vessel/ pontoon shall be submitted to the purchaser at the time of delivery.

The following drawings shall be plasticized / laminated, framed and fitted on board or handed over to purchaser:

- General Arrangement Plan
- Safety plan
- Docking plan.

An operating manual for the entire vessel/ pontoon shall be made and supplied.

E. MATERIALS AND WORKMANSHIP

All materials, equipment, and other necessary fittings used shall be new and of very good marine quality and personnel employed for fabrication of the pontoon should be approved by the Classification.

All bolts and nuts should be of an approved standard.

Welding: The Pontoon shall be of all welded steel fabrication. Welding shall be of high quality, and shall be performed by Classification Society approved personnel. Welding procedures shall be in accordance with the rules and regulations of Class/ IWT Directorate. Necessary precautions shall be taken to eliminate deformations.

F. INSPECTION, TESTS AND TRIALS

F.1 The purchaser's representative shall inspect and carryout specification surveys during the fabrication of the pontoon. The pontoon shall be fabricated under the statutory survey of IWT Directorate and specification survey by purchaser/purchaser's representative.

No major fabrication alteration or modification shall be permitted without specificwritten approval from the purchaser's or their authorized representatives.

All stages of work against which stage payments are to be made shall be inspected by purchaser's surveyors for certification of the stage completion.

All tests shall be pre-arranged and shall be conducted in the presence of the concerned authorities and a report approved by the authorities shall be submitted to the purchaser. Any defect found by the surveyors during the tests and trials shall be rectified by the supplier at no extra cost.

Two copies of all statutory and test certificates of materials and the equipment's shall be supplied.

F.2 Instruction Manual and Books

Three sets of instruction books, operation and maintenance manuals, spares catalogues given by the original machinery suppliers for all the equipment / machinery and instrumentation installed on board, shall be supplied to the purchasers/handed over to the purchaser's representative.

Three copies of the list of suppliers of all the fittings and equipment's used on board with their addresses and phone / fax numbers shall be supplied to purchaser's representative.

F.3 Hull Compartment Testing

A Hull Compartment testing shall be carried out as per testing plan approved by IRS/ IIT to check for the water-tightness The approved testing plan is to be submitted for the purchaser's review and comments. All watertight hull compartments testing to be carried out in accordance with the class requirements. The tests must be carried out after the completion of fabrication and before painting. The testing shall be carried out as per the testing plan approved by IRS.

G. HULL PRESERVATION / PAINTING

The hull is to be cleaned of mill-scale by blast cleaning and coated with an approved good quality primer prior to fabrication. After installation of equipment's, auxiliaries etc. damaged paint work is to be repainted in original colors and quality.

Painting work shall be executed in accordance with paint manufacturers recommendations. Copper alloy, aluminium, aluminium alloy, stainless steel, non-ferrous materials and galvanised surfaces shall not be painted unless otherwise specifically required.

Painting scheme in general shall be as given below. Painting scheme for parts or spaces which is not specified in "painting scheme" shall be similar to surrounding space or comparable space.

Painting Scheme

Item No.	Surface	Scheme	Avg. Thickness (Microns)
1.	Bottom/ Underwater hull including all appendage up to 150mm above load water line	1 x Epoxy primer 1 x Coaltar Epoxy 1 x Coaltar Epoxy 1 x Chlorinated Rubber Sealer coat 1 x Chlorinated rubber anti fouling	1 x 25 1 x 100 1 x 100 1 x 30 1 x 100
2.	Hull top side areas	1 x Epoxy primer 1 x Coaltar Epoxy 1 x Coaltar Epoxy 1 x Chlorinated rubber Sealer Coat 2 x Chlorinated Rubber finish	1 x 25 1 x 100 1 x 100 1 x 30 2 x 30
3.	Vessel's Name, Port of Registry, Hull marking etc.	2 x Alkyd gloss finish	2 x 30
4.	Aft peak and void space	2 x Bituminous paints	2 x 40
5.	Deck, Cabin & Others:	2 x Red lead primer 2 x Nonskid alkyd deck paint	2 x 40 2 x 40
6.	Bollards, Towing posts.	2 x Zinc chromate primer 2 x Alkyd gloss finish paint	2 x 40 2 x 40
7.	Anchor	2 x Bituminous solution	2 x 40
8.	Air pipes, winches, inside / outside/ exposed bulkheads, handrails, stays and ladders, davit	2 x Zinc chromate primer 2 x Alkyd gloss finish paint	2 x 40 2 x 40

Paint specification and scheme are to be approved by the IRS/IIT. Colour scheme is to be approved by purchaser.

Prior to boating, Anti-fouling paints are to be applied to the hull outside, up to boot toping area. Non-slip paint is to be applied on the main deck open areas.

CIVIL WORKS

All civil works shall be carried out as per latest CPWD's Specification for Civil Works and applicable Standards & Codes. Any item for which specification is not provided and is not covered under CPWD specifications, standards and codes shall be executed as per manufacturer guidelines and as per directions of the EIC and/or his representative. All materials shall be of best quality conforming to relevant Indian Standards and Codes.

ELECTRICAL WORKS

All electrical works shall be carried out as per latest CPWD's Specification for Electrical Works and applicable Standards & Codes. Any item for which Specification is not provided and is not covered under CPWD Specifications, Standards and Codes shall be executed as per manufacturer guidelines and as per directions of the EIC and / or his representative. All materials shall be of best quality conforming to relevant Indian Standards and Codes.

H. TECHNICAL SPECIFICATIONS FOR FLOATING SHORE CONNECTING WALKWAY WITH HDPE FLOATER

1.	Material for construction of Walkway	The Floating shore connecting Walkway to be made up of 100 % Virgin high density polyethylene (HDPE) and should be 100% recyclable & Non-Polluting.	
		MFI (g/10 min)	Density (G/cc)
		1.20	0.954
		0.45	0.952
		0.25	0.952
Lug thickness: 22mm +/- 10% (tolerance)		Tensile Strength: 40.0 Mpa (ASTM D638 Method)	
2.	Process:	Dock Is Blow moulded, made from High Grade High Density Polyethylene (HDPE). The module to comply with following Technical parameters: Material: HDPE, Density: min.0.952 g/cc, IZOD Impact Strength: 25 KJ/m2, Tensile Strength at Break: min. 20 MPa,	

		Tensile Strength at Yield: min. 25MPa, Melt Flow Index (21.6 kg, 190°C): less than 10, Filler Content: Less than 2%.
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The Shore connecting Walkway proposed is a floating type of HDPE material (floater) with all the aforesaid specifications. The broad dimensions are tabulated below:

Width Overall	At least. 2 m
Length (Approx. actual to be verified at site)	Approx. 9 m (3 detachable pieces of 3m)
Free Board Minimum	50% of floating shore connecting walkway base height shall be above water at all times

I. GENERAL CERTIFICATION CRITERIA BY IIT/ IRS

- Hydrostatic Analysis of the Steel Pontoon.
- Structural Analysis of the Steel Pontoon and GI superstructure (Live Load 100 people, Dead Load and other applicable Environmental Loads).
- Analysis of Anchoring, Mooring and Berthing provisions.
- Structural Analysis of HDPE Walkway.
- Quality assurance/ OEM certificate of Steel Pontoon and all associated materials (Fenders/ Bollards/ Anchoring provisions etc.).

Environmental Guidelines

- (a) During the installation of steel pontoon, the benthic organisms will get temporarily disturbed, but they are expected to colonize again once the installation is completed. In order to limit the damage at initial stage, the riverbed should not be disturbed much. The construction materials should be placed one above another by using proper hoisting machineries and should not be dropped on the riverbed.
- (b) Even though the installation of steel pontoon does not have any direct impact on shoreline stability, it is advisable to continue shoreline monitoring program. However, if shoreline protection required, it shall be implemented.
- (c) During construction phase, the solid wastes is generated. Adequate facilities for collection and conveyance of municipal wastes generated at the disposal site shall be developed. The Supplier in consultation with district administration shall be responsible for implementing the management measures suggested for solid waste management during construction phase. Dust bins shall be proposed per site for the separate collection of bio-degradable and non-bio-degradable waste during operation phase.
- (d) The movement of vehicles is likely to increase during construction phase. Thus, as a control measure, vehicles emitting pollutants above the prescribed standards will not be allowed to ply in the project construction phase. Vehicles and construction equipment will be fitted with internal devices i.e. catalytic converters to reduce CO and HC emissions.
- (e) All the roads in the vicinity of the project site and the roads connecting to the construction site are paved or black topped to minimize the entrainment of fugitive emissions. If any of the road stretches cannot be blacktopped or paved due to some reason or the other, then adequate arrangements will be made to spray water on such stretches of the road.

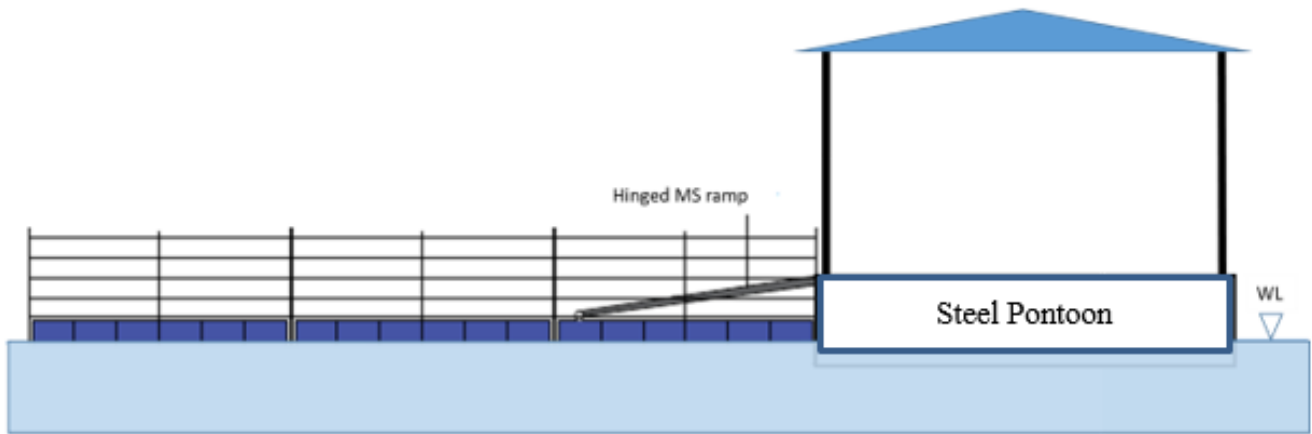
Social Guidelines

- (a) The Supplier shall ensure that the existing ferry service is not disturbed or there is minimum disturbance to the service, during the construction phase.
- (b) The Supplier is required to comply with all the precautions as far as possible for safety of the workers. The Supplier will supply all necessary safety appliances such as masks, ear plugs, etc., to the workers and staff. The Supplier shall comply with all regulation regarding, working platforms, excavations, trenches and safe means of entry and egress.
- (c) In order to guarantee construction safety, efficient lighting and safety signs shall be installed on temporary roads during construction and adequate traffic regulations shall be adopted and implemented for temporary roads.
- (d) Provide personal protective equipment to the labours.
- (e) Ensure the labours are trained to work on the specific project.
- (f) For untrained labour - training should be provided before permission to work on the site.
- (g) The Supplier shall provide, if required, erect and maintain necessary (temporary) living accommodation and ancillary facilities during the progress of work for labour to standards and scales approved by the EIC.
- (h) The Supplier shall follow all relevant provisions of the Factories Act, 1948 and the Building & other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 for construction & maintenance of labor camp.
- (i) Construction camps, if required, shall not be proposed within 1000m or sufficiently away from nearest habitation to avoid conflicts and stress over the infrastructure facilities, with the local community. The location, layout and basic facility provision of each labour camp shall be submitted to EIC prior to their construction.
- (j) Safety and sanitation facility should be provided in the labour camp. Uncontaminated water shall be supplied to the construction workers at labour camps.

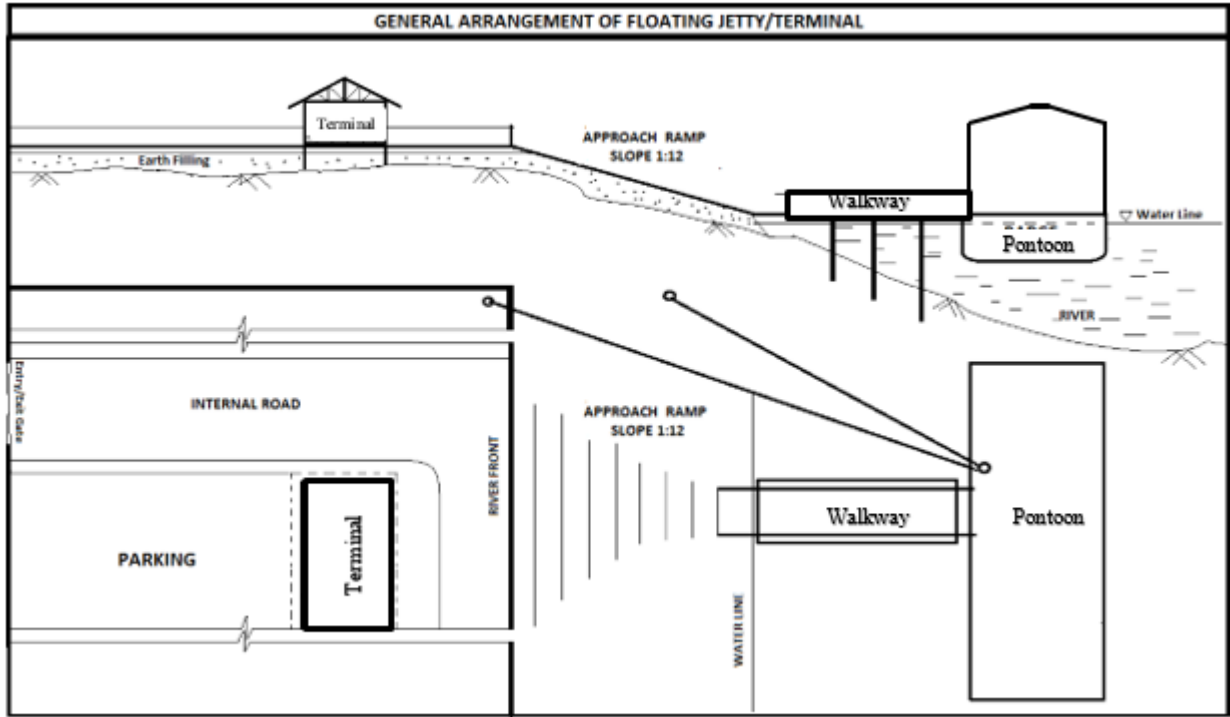
- (k) The Supplier shall arrange for a readily available first aid unit including an adequate supply of sterilized dressing materials and appliances as per the Factories Rules in every work zone. Availability of suitable transport at all times to take injured or sick person(s) to the nearest hospital
- (l) Always maintain a fully equipped first aid box in the construction camp

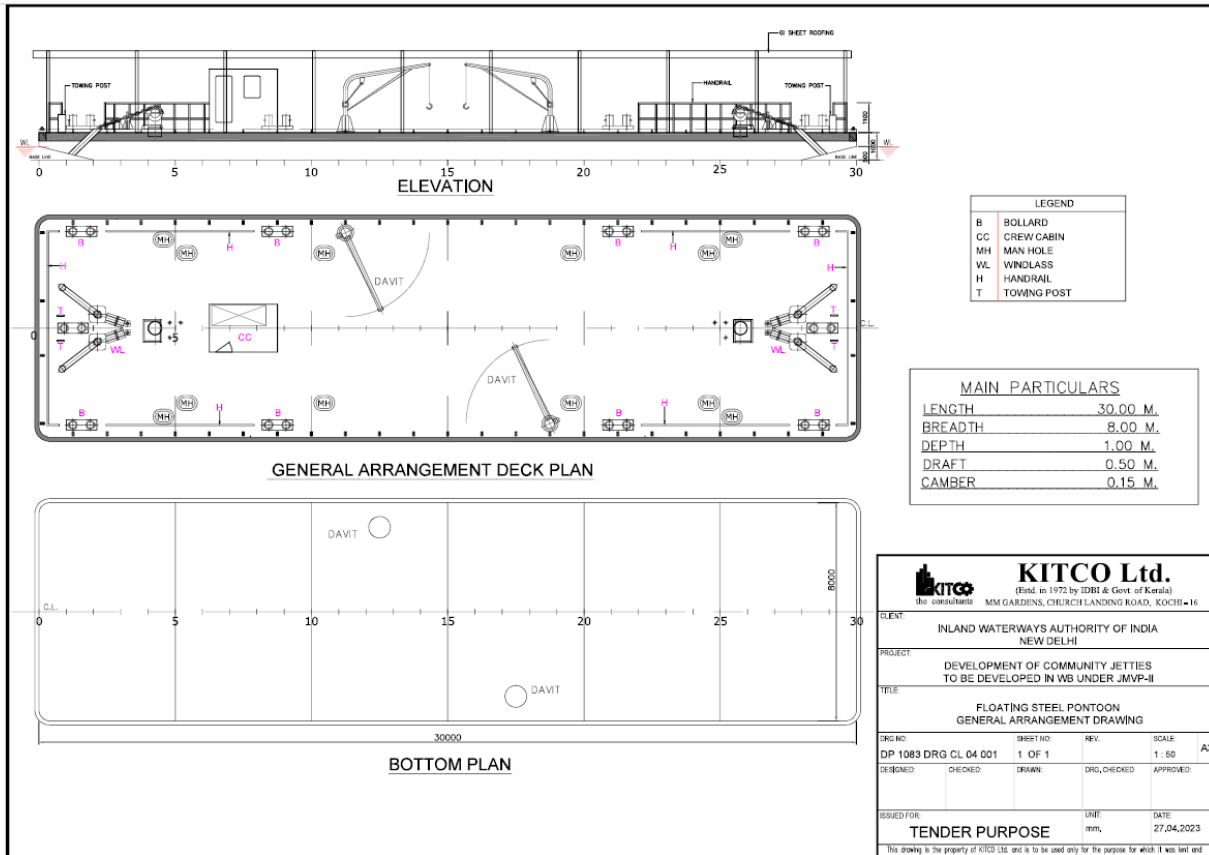
SCHEMATIC / ILLUSTRATIVE ARRANGEMENT OF JETTY FACILITIES

Terminal General Layout



Schematic Arrangement of floating shore Connecting Walkway with HDPE Floater for Steel Pontoon





Note: - Above provided schematic arrangements are only a pictorial representation of jetty facilities and actual arrangement of pontoon and walkway shall be according to the approved design.

**PROFORMA OF CERTIFICATE FOR ISSUE BY THE
PURCHASER AFTER
SUCCESSFUL INSTALLATION AND STARTUP OF THE
SUPPLIED GOODS**

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____ dated _____

(b) Description of the plant _____

(c) Plant Nos. _____

(d) Quantity _____

(e) Rail/Roadways Receipt No. _____ dated _____

(f) Name of the consignee _____

(g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
 - (b)
 - (c)
 - (d)
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the supplier as specified in the contract
- (d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

PART 3 – CONTRACT

SECTION VIII. GENERAL CONDITIONS OF CONTRACT

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Section VIII. General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

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

- (o) “The Project Site,” where applicable, means the place named in the **SCC**.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Corrupt & Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
 - 3.2 The Purchaser requires the Supplier 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.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
 - 4.2 Incoterms.
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
 - (b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
 - 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
 - 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted

7. Eligibility

7.1 The Supplier and its associates shall have the nationality of an eligible country. A Supplier or associate shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance the laws of the Union of India.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal in negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

- 11. Inspections and Audit by the Bank** 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its associates to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs
- 11.2 The Supplier shall permit, and shall cause its associates to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its associates and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)
- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Goods to the Purchaser as per the Contract.

18. Performance Security

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the **SCC**, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its associate such documents, data, and other information it receives from the Purchaser to the extent required for the associate to perform its work under the Contract, in which event the Supplier shall obtain from such associate an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Associate

21.1 The Supplier shall notify the Purchaser in writing of all association under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Associates shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.
- 24. Insurance** 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation & Incidental Services** 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed General Upkeep and Maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, general upkeep, maintenance, and/or repair of the supplied Goods
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 26. Inspections and Tests** 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its associates, at point of delivery, and/or at

the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its associates, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and associate from and against any and all suits, actions or administrative proceedings, claims,

demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to

perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders
and Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall

not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its associates should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable

to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

APPENDIX TO GENERAL CONDITIONS
Bank's Policy- Corrupt and Fraudulent Practices
(text in this Appendix shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, associates, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹² In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹³;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁴
 - (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;¹⁵

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

¹² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹² For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

¹³ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁴ A nominated sub-contractor/ associate, consultant, manufacturer or supplier, or service provider (different

names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

- (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;¹⁶
- (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors/ associates, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,¹⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁸;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, associates, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

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

GCC 1.1(j)	The Purchaser is: Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Government of India A-13, Sector-1, Noida-201301, U.P., India
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: <i>1. Behrampore Gopal Ghat</i> <i>2. Behrampore Opposite (Khagra Ghat)</i> <i>3. Lalbagh Sadar Ghat</i> <i>4. Khoshbag Ghat (Lalbagh Court Ghat)</i> <i>5. Majherchar</i> <i>6. Saptorshi Ghat</i> <i>7. Guptipara Ghat (Opposite to Shantipur)</i> (Refer Schedule VII – Schedule of Requirement, 2.0-Scope of Supply)
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2010.
GCC 8.1	For notices , the Purchaser’s address shall be: Attention: Vice Chairman & Project Director, JMVP Street Address: IWAI, A-13, Sector-1 City: Noida, U.P. PIN Code: 201301 Country: India Telephone: 0120-2521664 Facsimile number: 0120-2543973 Electronic mail address: vc.iwai@nic.in

GCC 10.2**Settlement of Disputes**

The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:

- (a) In case of dispute or difference arising between the Purchaser and a domestic supplier 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 Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).
- (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 Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.
- (c) 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.
- (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.
- (e) Where the value of the contract is Rs. 10 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 Dispute Resolution (India).

	(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.
GCC 12.1 and 25.2	The scope of supply for the Goods to be supplied shall be as specified below: Design, Procurement, Fabrication, Certification, Supply, Transportation, Installation, Anchoring, Testing and Commissioning of Floating Steel pontoons (30m length x 8.0m width) and Floating shore connecting Walkways with HDPE floater (9m length x 2m width x 0.80m height handrail) to dock and undock inland navigational vessels at seven (07) nos locations including their General Upkeep and Maintenance for a period of two (2) years, complete in all respect and to the satisfaction of the EIC.
GCC 13.1	<p>Details of shipping and other documents to be furnished by the Supplier are given below:</p> <p>Upon delivery of the goods to the transporter/consignee, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) 04 copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, railway receipt, or road consignment note or equivalent transport document or acknowledgement of receipt of Goods from the consignee; (iii) 04 copies of packing list (01 Original + 03 Copies) identifying contents of each package. (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the consignee with all documents) and if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	Payment excluding price for General Upkeep and Maintenance (SI No.2 of Price and Completion Schedule – Related Services) shall be made in Indian Rupees in the following manner:

- (i) *Mobilization Payment*: Ten (10) % of the Total Contract Price (excluding the cost of General Upkeep & Maintenance i.e Sl. No 2. of Price and Completion Schedule – Related Services) shall be paid within thirty (30) days of signing of Contract and upon submission of claim along with a bank guarantee for the equivalent amount valid until the completion of contract and, in the form, provided in the Contract or any other form acceptable to the Purchaser. The work methodology, work schedule, QAP are also required to be submitted by the Supplier at the time of claiming this payment milestone. The Bank Guarantee shall be released to the Supplier after 30 days from completion of the contract. In case the Supplier is not taking the payment against this milestone, this payment shall be released upon acceptance of the Goods.
- (ii) Payment shall be paid as per the payment schedule given below, on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC:

S. No.	Milestones / Key Deliverables	Payment Schedule (to be paid on pro-rata basis) as percentage of contract price*– Seven (07) Nos. of Steel pontoons and floating shore connecting walkway with HDPE floater
(a)	Submission of final detailed design of Pontoon along with the Floating shore connecting walkway with HDPE floater (vetted by classification society/ agency/ institute) along with sectional drawings (Good for Construction (GFC) drawings) by the Supplier & EIC approval on the same.	5%
(b)	Completion of Keel Laying with certification of EIC.	10%
(c)	Completion of 100% of Hull fabrication at the Supplier's yard after certification by IIT/IRS as per Inland Vessel Act.	15%
(d)	Successful launching. Test & Trial of the steel pontoon & Floating shore connecting walkway with HDPE floater along with the registration of the Pontoons in the name of the purchaser at	25%

	Supplier's yard after certification of by IIT/IRS and approval by EIC.	
(e)	Successful transportation of steel pontoon & Floating shore connecting walkway with HDPE floater from Supplier's yard to the respective site to the satisfaction of EIC.	15%
(f)	Installation, Testing, commissioning and handing over of the complete system at the respective sites to the satisfaction of the EIC after issuing the acceptance certificate issued by the Purchaser's representative in the proforma given in Section VII	20%
	* All the percentages mentioned above shall be applicable on the total contract price (excluding the cost of General Upkeep & Maintenance i.e Sl. No 2. of Price and Completion Schedule – Related Services) & pro-rata basis as per price schedule.	

(iii) *General Upkeep and Maintenance period:* the General Upkeep and Maintenance of two (2) years shall be done by the Supplier, the payment for the same shall be released quarterly (Sl. No 2. of Price and Completion Schedule – Related Services) on submission of bills and certification by EIC.

Failure to achieve the milestones within the stipulated duration (as given in Clause 7.1, Part 2: Supply Requirements would attract liquidated damages as defined in SCC Clause 27.1.

In the event that the Supplier is unable to Supply the Goods at site as per the contract, the Mobilization Payment (payment schedule-i) and payments made for fabrication at supplier's yard (as per payment schedule-ii) has to be refunded back to IWAI within 30 days of notice by the Purchaser (IWAI) along with interest at prevailing prime lending rate of State Bank of India on the date of respective payments i.e. Mobilization payments and/or payments made for fabrication at supplier's yard etc.

(c) Reimbursement of Local Taxes such as GST and other similar taxes, to the extent applicable, will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents.

(d) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India.

(ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of contract.

GCC 16.5	Not Applicable
GCC 17	In the case of tax/ duty waiver, the Purchaser will issue only the certificates in terms of the Government of India's notification as per information given by Supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.
GCC 18.1	<p>Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
GCC 18.3	If required, the Performance Security shall be in the form of a "Bank Guarantee" or "a cashier's cheque or banker's certified cheque or crossed demand draft or pay order" drawn in favour of the Purchaser.
GCC 18.4	Discharge of the Performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation and General Upkeep and Maintenance period, under the Contract.
GCC 18.5	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations and General Upkeep and Maintenance period.</p>
GCC 21	Sub-contracting: Not allowed

GCC 23.2	<p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number.</p> <p>Supplier should use recycled materials as much as possible for packing.</p>
GCC 24.1	<p>The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.</p>
GCC 24.2 New clause GCC 24.2 (In addition to GCC 24.1)	<p>a) The Supplier shall maintain an insurance policy (insured value should be equivalent to the Contract value) to take care of any damage caused by theft, fire, rain, snowfall, floods or any other natural calamity, whatsoever, during the execution of the contract for which the payment has been advanced to supplier. The validity of the insurance shall be starting from the issuance of LoA to handing over of Goods to IWAI. Nothing extra shall be payable to the Supplier for maintaining such insurance policy.</p> <p>b) A copy of the insurance clearly showing the value & validity to be submitted during submission of every bill (as per the payment milestones).</p>
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p>
GCC 25.2	<p>Incidental services to be provided by the Supplier are as given under GCC Clause 25.2 including the General Upkeep and Maintenance obligations specified in clause 14 of Part 2: Supply Requirements, which shall be deemed to be included in the Contract Price.</p> <p>a. Submission of Standard Operating Procedure Manual for the smooth operation</p> <p>b. Training of the Purchaser’s personnel (Training the Trainer) during the testing phase at supplier’s yard & at site.</p> <p>c. Registration of the Pontoon & walkway.</p>
GCC 26.1	<p>The inspections and tests shall be: As defined under the Contract & IRS rules.</p>
GCC 26.2	<p>The inspections and tests shall be conducted at: As defined under the Contract.</p> <p>a. At the premises of the supplier during fabrication of the Pontoon & walkway.</p> <p>b. At the place (site) of commissioning of the pontoon & walkway as defined under theContract</p>

GCC 27.1	The liquidated damages shall be 0.5% of the Contract price per week or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the Contract Price.
GCC 28.3	The validity of the defect liability period/warranty period of all the Goods to be supplied (Floating Steel pontoons (30m x 8m) and Floating shore connecting walkway with HDPE floater along with the associated items/works at seven (07) nos locations in the state of West Bengal) as per the tender document, shall be 2 (two) years from final handing over of the Goods to the satisfaction of Purchaser & after commissioning of the Jetty. During the defect liability period/warranty period of two (2) years, the Supplier shall also be responsible for round the clock General Upkeep and Maintenance of seven (07) nos. of offshore jetty units i.e. Steel pontoons and shore connecting walkway with HDPE floater in West Bengal as per clause 15 of Section VII, Part 2: Supply Requirement.
GCC 28.5	The period for repair or replacement shall be: 30 days
GCC 31.1	This clause shall be applicable only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components/raw materials which go into the product.

Attachment: Price Adjustment Formula – Not Applicable

If in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.2— Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a + b + c = 1$$

in which:

P_1 = adjustment amount payable to the Supplier.

P_0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labor component in the Contract Price.

c = estimated percentage of material component in the Contract Price.

L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c as specified by the Purchaser are as follows:

$a =$ *[insert value of coefficient]*

$b =$ *[insert value of coefficient]*

$c =$ *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and

~~Services subject to adjustment.~~

~~(b) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.~~

SECTION X – CONTRACT FORMS

1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]* for execution of the
[insert name of the contract and identification number, as given in the SCC]
for the Accepted Contract Amount of..... *[insert amount in numbers and words in Rupees]*, as corrected and modified 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 the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

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

THIS CONTRACT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other Contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - (a) The letter of Acceptance
 - (b) this Contract Agreement
 - (c) Letter of Bid – Technical Part
 - (d) The Supplier’s letter of Bid – Financial Part and original completed Schedules including Price Schedules
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract

- (g) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (h) *[Add here any other document(s) listed in GCC/SCC as part of contract]*
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

3. 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 Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. dated _____ to execute _____ *[name of Contract and brief description of Goods and related 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 guarantee¹⁹]* _____ *[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 Goods and related Services to be supplied thereunder or of any of the Contract documents which may

¹⁵ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract 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.) 60 days following the Completion date of the Contract including any warranty obligations²⁰, 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.

¹⁶ Completion date as described in GC Clause 18.4

4. 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 Purchaser]*

_____ *[address of Purchaser]*

_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, _____ *[name and address of Supplier]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee²¹]* _____ *[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 Purchaser]* 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 Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between _____ *[name of Purchaser]* 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.

An _____ 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 Purchaser]* 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.