



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

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

**TENDER No. IN-IWAI-270119-NC-RFB**

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

NAME OF NON-CONSULTING SERVICE : PROCUREMENT AND SERVICES  
FOR WATER LEVEL AND  
DISCHARGE MONITORING  
STATIONS ON NATIONAL  
WATERWAY No. 1 (RIVER GANGA)

PERIOD OF SALE OF BIDDING : From 25.02.2022  
DOCUMENT : To 31.03.2022 Upto 1500 Hrs.

LAST DATE AND TIME FOR :  
SUBMISSION OF BIDS : 31.03.2022 Upto 1500 Hrs.

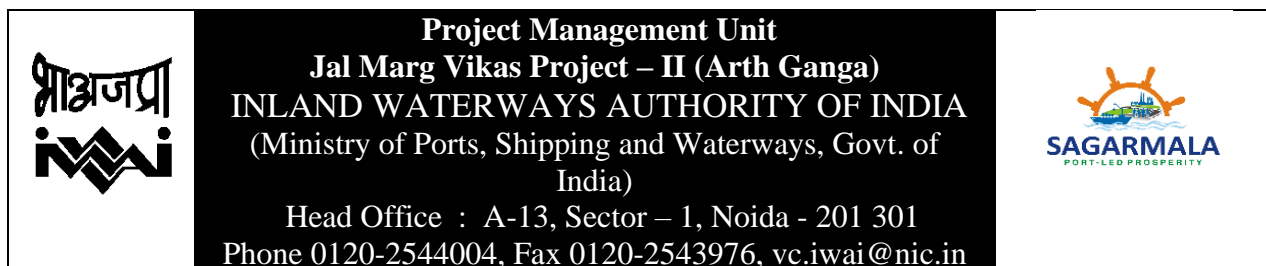
\* TIME AND DATE OF OPENING : 31.03.2022 at 1530 Hrs.

BIDS– Technical Part

PLACE OF OPENING OF BIDS : A-13, Sector-1, Noida – 201301,  
Uttar Pradesh  
**Tel:** (0120) 2544004, **Fax :** (0120)  
2543976

OFFICER INVITING BIDS : Mr. Jayant Singh, Vice Chairman &  
Project Director (JMVP)

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



**National Competitive Bidding**  
**Request For Bids**

**For**

**Procurement and Services for Water Level and Discharge Monitoring Stations on National Waterway No. 1 (River Ganga)**

e-Bids are invited from interested bidders for “**Procurement and Services for Water Level and Discharge Monitoring Stations on National Waterway No. 1 (River Ganga)**”. The Tender Documents and other relevant details are available at IWAI website [www.iwai.nic.in](http://www.iwai.nic.in) and e-procurement site <https://eprocure.gov.in/eprocure/app>.

**Date 25.02.2022**

**VICE CHAIRMAN  
& PROJECT DIRECTOR (JMVP)**

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**INLAND WATERWAYS AUTHORITY OF INDIA**  
**MINISTRY OF PORTS, SHIPPING & WATERWAYS, GOVT. OF INDIA**  
**CAPACITY AUGMENTATION of NW-1, JMVP-II (Arth Ganga)**  
**Invitation for Bids(IFB)**  
**Non-Consulting Services**  
**E-Procurement Notice**  
**(Two-Envelope Bidding Process with e-Procurement)**

**NATIONAL COMPETITIVE BIDDING**

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

**Contract title:** PROCUREMENT AND SERVICES FOR WATER LEVEL AND DISCHARGE MONITORING STATIONS ON NATIONAL WATERWAY NO. 1 (RIVER GANGA)

**Loan No. 8752-IN**

**IFB No: . IN-IWAI-270119-NC-RFB**

**Issued on: 25.02.2022**

1. The Government of India has received financing from the World Bank toward the cost of the “JMVP-II Arth Ganga”, and intends to apply part of the proceeds toward payments under the contract<sup>1</sup>for PROCUREMENT AND SERVICES FOR WATER LEVEL AND DISCHARGE MONITORING STATIONS ON NATIONAL WATERWAY NO. 1 (RIVER GANGA) as detailed below<sup>2</sup>.

**Procurement and Services for Water Level and Discharge Monitoring Stations on National Waterway No. 1 (River Ganga)**

2. The *Inland Waterways Authority of India, Noida* now invites online Bids from eligible Bidders for PROCUREMENT AND SERVICES FOR WATER LEVEL AND DISCHARGE MONITORING STATIONS ON NATIONAL WATERWAY NO. 1 (RIVER GANGA) detailed in the Table. The bidders may submit bids for any or all of the Non-Consulting Services indicated therein. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 1.6 and 1.7 of World Bank’s Procurement Guidelines setting forth the World Bank’s policy on conflict of interest.

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

3. Bidding will be conducted through national competitive bidding procedures agreed with the World Bank. Bidding is open to all eligible Bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011 revised July 2014. Bidders from India should, however, be registered with the Government of India or other State Governments/ Government of India, or State/ Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders.
4. Interested eligible Bidders may obtain further information from *Vice Chairman & Project Director (JMVP)* and inspect the bidding document during office hours *0930 to 1800 hours, IST* at the address given below [*state address at the end of this IFB*]<sup>3</sup>.
5. The bidding document is available online on <https://eprocure.gov.in/eprocure/app>, from 25.02.2022 for a non-refundable fee as indicated in the table, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Noida/New Delhi in favour of IWAI FUND – Jal Marg Vikas (Demand draft to be submitted subsequently as per the procedure described in paragraph 9 below). Bidders will be required to register on the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: A non-refundable fee of Rs 5,900/- (inclusive of tax) is required to be paid (to be submitted along with other documents listed in paragraph 9 below) before the opening of the bid i.e. before 31.03.2022. The mode of payment shall be in the form of DD drawn in favour of IWAI FUND – Jal Marg Vikas payable at Noida /New Delhi from any scheduled Bank.
7. Bids must be submitted online on <https://eprocure.gov.in/eprocure/app> on or before 15:00 hours on 31.03.2022 and the 'Technical Part' of the bids will be opened online on the same day at 15:30 hours. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.

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

8. All Bids must be accompanied by a Bid Security of the amount specified for the non-consulting service in the Table-1 below, drawn in favour of IWAI FUND. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Procedure for submission of bid security is described in Para 9.
9. The bidders are required to submit (a) original demand drafts proof towards the cost of bid document and registration on e-procurement website (if not previously registered); (b) **bid securing declaration** in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with Vice Chairman & Project Director (JMVP), Inland Waterways Authority of India, A-13, Sector -1, Noida – 201 301 (UP) before the opening of the technical part of the Bid i.e. before 31.03.2022 either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
10. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
11. The address for communication is as under:

**Shri. Jayant Singh**  
**Vice Chairman & Project Director (JMVP)**  
**Inland Waterways Authority of India (IWAI)**  
**A-13, Sector -1, NOIDA,**  
**Gautam Buddha Nagar (District)**  
**Uttar Pradesh PIN 201301**  
**Land Line:**  
**e-mail ID: [vc.iwai@nic.in](mailto:vc.iwai@nic.in)**  
**Web site; [www.iwai.gov.in](http://www.iwai.gov.in)**

TABLE - 1

| Package No | Name of Non-Consulting Service  | Bid Security in (₹)                    | Cost of Document in (₹)          | Period of Completion                             |
|------------|---|--|----------------------------------|--|
| 1          | 2   | 3                                      | 4                                | 5  |
| <b>1</b>   | <i>PROCUREMENT AND SERVICES FOR WATER LEVEL AND DISCHARGE MONITORING STATIONS ON NATIONAL WATERWAY No. 1 (RIVER GANGA) as per ToR</i> | <i>1800000/- ( Eighteen lacs only)</i> | <i>5000/- + 18% GST= 5,900/-</i> | Five (05) years from the commissioning of system |

Name of officer and title  
Seal of office  
Address

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# **Part I – Bidding Procedures**





# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

#### 1. Scope of Bid

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

#### 2. Source of Funds

- 2.1 The Government of India or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS**, toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

**3. Fraud and Corruption**

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**4. Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. In case of a successful bid, the joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the

Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
  - (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
- 4.7 Not used.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 Not used.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 Not used.
- 5. Qualification of the Bidder**
- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 Not used.

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

#### **PART 1: Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

#### **PART 2: Employer's Requirements**

- Section VII - Employer's Requirements

#### **PART 3: Contract**

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

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

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

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

### **7. Site Visit**

- 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid



and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

- |  |   |
|--|---|
| <p><b>8. Clarification of Bidding Document</b></p> | <p>8.1 The electronic bidding system <b>specified in the BDS</b> provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period <b>specified in the BDS</b>. Description of clarification sought, and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.</p> |
| <p><b>9. Amendment of Bidding Document</b></p>     | <p>9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as <b>otherwise specified in BDS</b>.</p> <p>9.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.</p>   |

### **C. Preparation of Bids**

- |                                   |  |
|-----------------------------------|--|
| <p><b>10. Cost of Bidding</b></p> | <p>10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>   |
| <p><b>11. Language of Bid</b></p> | <p>11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p> |

**12. Documents  
Comprising  
the Bid**

- 12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 12.2 The Technical Part shall contain the following:
- (a) **Letter of Bid– Technical Part** prepared in accordance with ITB 13;
  - (b) **Bid Security** in accordance with ITB 20.1;
  - (c) **Alternative Bid– Technical Part:** if permissible in accordance with ITB 14;
  - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
  - (e) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
  - (f) **Bidder’s Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder’s eligibility to Bid;
  - (g) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
  - (h) any other document **required in the BDS.**
- 12.3 The **Financial Part** shall contain the following:
- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 13 and ITB 15;
  - (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
  - (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 14; and
  - (d) any other document **required in the BDS.**
- 12.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
- 12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed

by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

### **13. Process of Bid Submission**

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

- 13.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule shall be submitted online on e-procurement system specified in ITB 8.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB clauses 12 and 13.3 should also be uploaded on this website.

- 13.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per IFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

### **14. Alternative Bids**

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

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

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

**15. Bid Prices and Discounts**

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

not compensate the bidder (Service Provider). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted considering such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the construction equipment/ machinery/ goods for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the specifications/performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Service Provider when in need, and to the extent the Employer determines the quantities indicated therein are reasonable. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.

If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate.

The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/ duty exemption or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/ machinery/goods as a result of the above shall not be a cause for granting any extension of time.

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| <b>16. Currencies of Bid and Payment</b>                 | 16.1 The prices shall be quoted by the Bidder, and shall be paid for by the Employer, entirely in Indian Rupees.  |
| <b>17. Documents Establishing Conformity of Services</b> | 17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements. |

- 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

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

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

**19. Period of  
Validity of  
Bids**

- 19.1 Bids shall remain valid for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
- 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**;
  - (b) in the case of adjustable price contracts, no adjustment shall be made;

- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 20. Bid Security

- 20.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form, and in the amount and currency **specified in the BDS**.
- 20.2 Not used.
- 20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
  - (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India;
  - (b) an irrevocable letter of credit issued by a Nationalized/ Scheduled bank located in India;
  - (c) a cashier's or certified check or demand draft from a Nationalized/ Scheduled bank located in India; or
  - (d) another security **specified in the BDS**.

If the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

- 20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 48.
- 20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 36; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 47; or
  - (ii) furnish a performance security in accordance with ITB 48.

20.8 The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 Not used.

## 21. Format and Signing of Bid

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

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

21.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be uploaded alongwith the Bid.

21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.

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

## D. Online Submission of Bids

## 22. Preparation of Bids

22.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 8.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this



website and view the Invitation for Bids and can view the details of Non-Consulting Services for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

- 22.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 22.3 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
- 22.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

**23. Deadline for Submission of Bids**

- 23.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**24. Late Bids**

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

**25. Withdrawal, Substitution and Modification of Bids**

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

For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.
- 25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 20.7.

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

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

- 26.1 The Employer shall, at the Bid opening, publicly open Technical Parts of all Bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 13.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, Alternative Bid – Technical Part, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.
- 26.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and alternative bids – technical parts if permitted in ITB 14, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.

### **E. Evaluation and Comparison of Bids – General Provisions**

- 27. Confidentiality** 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until

information on Contract Award is transmitted to all Bidders in accordance with ITB 45.

27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

**28. Clarification of Bids**

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**29. Deviations, Reservations, and Omissions**

29.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**30. Nonconformities, Errors and Omissions**

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

30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any

aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**.

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

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| <b>31. Evaluation of Technical Parts</b>   | 31.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in ITB 32, ITB 33, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.   |
| <b>32. Determination of Responsiveness</b> | <p>32.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.</p> <p>32.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) if accepted, would:             <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul> <p>32.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.</p> <p>32.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> |
| <b>33. Qualification of the Bidder</b>     | 33.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical   |

Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.
- 33.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 33.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

## **H. Public Opening of Financial Parts of Bids**

### **34. Public Opening of Financial Parts**

- 34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
  - (b) their Financial Part of Bid will not be opened; and
  - (c) notify them of the date, time and location of the public opening of Financial Parts of the Bids.
- 34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
  - (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and

- (c) notify them of the date, time and location of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**

- 34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, per Schedule (contract) if applicable, including any discounts and Alternative Bid – Financial Part, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.
- 34.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, if permitted, and discounts that are opened at Bid opening shall be considered further for evaluation.

## **I. Evaluation of Financial Parts of Bids**

### **35. Evaluation of Financial Parts**

- 35.1 In evaluating the Financial Part of each Bid, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
  - (a) not used;
  - (b) price adjustment due to discounts offered in accordance with ITB 15.4;
  - (c) not used;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
  - (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Day-work, when requested in the Specifications (or Terms of Reference); and
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 35.3 If this bidding document allows Bidders to quote separate prices for different Schedules (contracts), the methodology to determine the lowest evaluated cost of the Schedule (contract) combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Correction of Arithmetical Errors** 36.1 The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction.
- 37. Conversion to Single Currency** 37.1 Not used.
- 38. Margin of Preference** 38.1 Not used.
- 39. Comparison of Financial Parts of Bids** 39.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.1 to determine the Bid that has the lowest evaluated cost.
- 40. Abnormally Low Bids** 40.1 Not used.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** 42.1 Not used.
- 43. Notification of Intention to Award** 43.1 Not used.

## **J. Award of Contract**

- 44. Award Criteria** 44.1 Subject to ITB 41, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 45. Notification of Award**
- 45.1 Prior to the expiration of the Bid Validity Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
- 45.3 The Contract Award Notice shall be published on a National website (GoI website <http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette.
- 45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 46. Debriefing by the Employer**
- 46.1 Not used.
- 47. Signing of Contract**
- 47.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
- 47.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 48, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the



JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.

47.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Employer in writing to explain on which grounds its bid was not selected.

#### **48. Performance Security**

48.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3.9, and in the amount and form **stipulated in the BDS**.

48.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.

48.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily?

#### **49. Adjudicator**

49.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## Section II -Bid Data Sheet (BDS)

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

| ITB Reference  | A. General  |
|----------------|---|
| <b>ITB 1.1</b> | <p>The reference number of the Invitation for Bids (IFB) is: . IN-IWAI-270119-NC-RFB</p> <p>The Employer is: <i>Inland Waterway Authority of India</i></p> <p>The name of the IFB is: PROCUREMENT AND SERVICES FOR WATER LEVEL AND DISCHARGE MONITORING STATIONS ON NATIONAL WATERWAY NO. 1 (RIVER GANGA)</p> <p>The number and identification of Schedules (contracts) comprising this IFB is: One Schedule</p>  |
| <b>ITB 1.2</b> | The Employer shall use the e-procurement system specified in BDS 8.1.   |
| <b>ITB 1.3</b> | <p>The Intended Field Survey Completion Date is:</p> <p><i>Five (05) years from the commissioning of system</i></p>   |
| <b>ITB 2.1</b> | <p>The Borrower is Government of India</p> <p>Loan or Financing Agreement amount: <b>\$691.61 Million</b></p> <p>The name of the Project is: <i>Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas Project)</i></p>   |
| <b>ITB 4.1</b> | <p>Bids from Joint Ventures are permitted</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: <i>Three</i></p> <p>(b) Place where the agreement to form JV to be registered is India.</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement, in case of a successful bid.</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p> |

|                     |   |
|---------------------|---|
| <b>ITB 4.5</b>      | A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .   |
|                     | <b>B. Contents of Bidding Document</b>  |
| <b>ITB 8.1</b>      | <p><b>Electronic –Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: e-procure portal</p> <p><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Requests for clarification should be received by the Employer no later than:<br/><b><i>10 days from the date of publication of tender on e-procurement website</i></b></p>   |
| <b>ITB 9.1</b>      | <p>On – Line Pre-bid meeting would be held on <b>11.03.2022 at 1500 Hrs</b> (time).</p> <p>A pre proposal conference shall be held through Video Conferencing and the Zoom link shall for the Video Conferencing is as under:</p> <p>Join Zoom Meeting<br/> <a href="https://us06web.zoom.us/j/88130585859?pwd=L1FqaE1rRXhmU3ZpNmZoK3FwVXIxUT09">https://us06web.zoom.us/j/88130585859?pwd=L1FqaE1rRXhmU3ZpNmZoK3FwVXIxUT09</a></p> <p>Meeting ID: <a href="#">881 3058 5859</a><br/> Passcode: 480x5R</p> <p>The address for conducting pre-bid meeting is as given below:<br/> IWAI Noida<br/> A-13, Sector-1, Gautam Buddha Nagar, NOIDA, UP - 201301</p> <p>The addendum will appear on the e-procurement system <u>under tender ID published in portal</u> and email notification is also automatically sent to those bidders who have started working on this tender. In addition, addendum will also be published in IWAI web site under tender section<br/> (<a href="https://iwai.gov.in/tenders.php?catid=0">https://iwai.gov.in/tenders.php?catid=0</a>)</p> |
|                     | <b>C. Preparation of Bids</b>   |
| <b>ITB 12.2 (h)</b> | <p>The Bidder shall submit the following additional documents in its Bid: <i>[list any additional document not already listed in ITB 12.2 that must be submitted with the Bid. The list of additional documents should include the following]</i></p> <ol style="list-style-type: none"> <li>1. Proof of Tender Fee</li> <li>2. ESIC &amp; EPFO registration certificate</li> </ol> <p>The lead bidder can have ESIC &amp; EPFO Registration at the time of award of contract.</p>  |

|                     |   |
|---------------------|---|
|                     | In case, the successful bidder is a JV, then all the statutory certificate should be in the name of JV.   |
| <b>ITB 12.3 (d)</b> | The Bidder shall submit the following additional documents in its Bid: <b><i>No additional documents.</i></b>   |
| <b>ITB 13</b>       | <b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents. |
| <b>ITB 13.3</b>     | For submission of original documents, the Employer's address is:<br>Attention: Shri. Jayant Singh, Vice Chairman & Project Director (JMVP)]<br>Inland Waterways Authority of India<br>A-13, Sector-1, Noida<br>Gautam Buda Nagar , Utter Pradesh 201 301  |
| <b>ITB 14.1</b>     | Alternative Bids <b><i>shall not be</i></b> considered.   |
| <b>ITB 14.2</b>     | Alternative times for completion <b><i>shall not be</i></b> permitted.  |
| <b>ITB 14.3</b>     | Not applicable  |
| <b>ITB 15.4</b>     | <i>[Note: If bids are invited for multiple lots (contracts), Bidders bidding for several contracts are also allowed to offer discounts for the award of more than one Contract, provided the bids for all lots (contracts) are submitted and opened at the same time.]</i>  |
| <b>ITB 15.7</b>     | The prices quoted by the Bidder <b><i>"shall not"</i></b> be subject to adjustment during the performance of the Contract.  |
| <b>ITB 19.1</b>     | The Bid validity period shall be 120 days.  |
| <b>ITB 19.3 (a)</b> | Not applicable  |
| <b>ITB 20.1</b>     | A Bid Security <i>is</i> required.<br><i>The Bid security shall be Rs 1800000/- ( Eighteen Lacs Only)</i>   |
| <b>ITB 20.3 (d)</b> | Other types of acceptable securities:<br><br>Bank Guarantee issued by a Nationalized/ Scheduled bank located in India for equivalent or higher values are acceptable as bid security pledged in favour of IWAI Fund.  |

|                 |   |
|-----------------|---|
|                 | <p>Name of Bank Account: - IWAI Fund Jal Marg Vikas</p> <p>Bank Name &amp; Address: - Syndicate Bank, Sector-18, Morna Branch, Noida, UP</p> <p>Bank Account Number: - 87781010014534</p> <p>IFSC Code - SYNB0008778</p>  |
| <b>ITB 21.3</b> | <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b><i>Legally valid Power of Attorney supported by a Board resolution or any other similar document.</i></b></p> <p><b><i>In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.</i></b></p> |
|                 | <b>D. Online Submission and Opening of Bids</b>   |
| <b>ITB 22.1</b> | Class of DSC required is: II  |
| <b>ITB 23.1</b> | <p>The deadline for uploading the Bids is:</p> <p>Date : 31.03.2022</p> <p>Time: 1500 Hrs IST</p>   |
| <b>ITB 25.1</b> | Re-submission of the bid not allowed, if withdrawn.   |
|                 | <b>E. Public Opening of Technical Parts of Bids</b>   |
| <b>ITB 26.1</b> | <p>The online opening of Technical Parts of Bids shall take place at:</p> <p>Inland Waterways Authority of India</p> <p>A-13, Sector-1, Noida</p> <p>Gautam Budha Nagar , Uttar Pradesh 201 301</p> <p>Date: 31.03.2022</p> <p>Time: 1530 Hrs IST</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>           |
|                 | <b>F. Evaluation and Comparison of Bids – General Provisions</b>  |
| <b>ITB 30.3</b> | The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot   |

|   |   |
|---|---|
|   | be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.   |
| <b>H. Public Opening of Financial Parts of Bids</b> |   |
| <b>ITB 34.2 (c)</b>                                 | <p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time and location of the public opening of Financial Parts of Bids.</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website e procure portal and IWAI website.</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>   |
| <b>ITB 39.1</b>                                     | All duties, taxes and other levies payable by the bidder under the contract or for any other cause shall be included in the rates, prices and total bid prices, and will be considered in evaluation of bids.   |
| <b>J. Award of Contract</b>                         |   |
| <b>ITB 48.1</b>                                     | <p>The Performance Security amount is 5 percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Employer shall be a <i>Bank Guarantee</i>.</p> <p><b>Security Deposit:</b> A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of work.</p>   |
| <b>ITB 49</b>                                       | <p>The Adjudicator proposed by the Employer is _____.</p> <p>The daily rate for this proposed Adjudicator shall be _____. <i>[insert amount -say not less than Rs 10,000 per day].</i></p> <p>The biographical data of the proposed Adjudicator is as follows:<br/>_____.</p> <p><i>[Provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary- normally a professional with requisite experience. The Adjudicator proposed should not be an employee of Government or Service Provider].</i></p> <p><b>Note:</b><br/><i>Institutions such as Indian Council of Arbitration (ICA) also maintain panel of experienced and trained adjudicators and if needed, such institutions could be approached for providing a list of potential adjudicators. If this option is to be used, above clause may be modified as:</i></p> |

|  |   |
|--|---|
|  | <p>“The Adjudicator proposed by the Employer is: ..... and has been identified from the list provided by ..... <i>[insert name of the Institution]</i>. The daily fee payable to Adjudicator is Rs..... as per the rules of the Institution.”</p> |
|--|---|

## **Section III - Evaluation and Qualification Criteria**

### **A. Award Criteria**

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

### **B. TECHNICAL PART**

#### **1. Adequacy of Technical Proposal**

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

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

#### **2. Qualification**

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

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



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

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

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

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

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

- (b) experience as supply / service provider in the provision of at least two supply / service contracts of a nature and complexity equivalent to the Supply / Services over the last 7 years (to comply with this requirement, Supply / Services contracts cited should be at least 70 percent complete) as specified **below**;
- (c) Not applicable;
- (d) a Contractor with five years' experience in Supply / Services of an equivalent nature and volume; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

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

## 2.4 Qualification Requirements

|                       |   |                        |  |                       |                        |                        |                 |             |           |
|-----------------------|---|------------------------|--|-----------------------|------------------------|------------------------|-----------------|-------------|-----------|
| Joint Ventures        | The information needed for Bids submitted by joint ventures is as follows: <i>Proposed share holding pattern of the intended JV which would be registered, if successful.</i>   |                        |  |                       |                        |                        |                 |             |           |
| Annual Volume         | <div>The minimum required annual volume of Services for the successful Bidder in average of the last five years shall be:</div> <table><tr><td></td><td colspan="2">in ₹</td></tr><tr><td>Annual Turnover</td><td colspan="2">3,60,00,000</td></tr></table>   |                        |  |                       | in ₹                   |                        | Annual Turnover | 3,60,00,000 |           |
|                       | in ₹  |                        |  |                       |                        |                        |                 |             |           |
| Annual Turnover       | 3,60,00,000   |                        |  |                       |                        |                        |                 |             |           |
| Experience            | <div>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 7 years the following:</div> <table><tr><td>1 similar work (in ₹)</td><td>2 similar works (in ₹)</td><td>3 similar works (in ₹)</td></tr><tr><td>7.2 Crore</td><td>4.5 Crore</td><td>3.6 Crore</td></tr></table> <div>the bidder should provide documentary evidence (i.e. work order(s) and completion certificate issued by the client on their letterhead) to support his claim for the works mentioned above.</div> <div>For this purpose, the “Similar Works” means, “Experience in Supply / Services of Hydrographic / Marine / Navigation survey equipment or undertaking Hydrographic Surveys during the last 07 (seven) years”.</div> |                        |  | 1 similar work (in ₹) | 2 similar works (in ₹) | 3 similar works (in ₹) | 7.2 Crore       | 4.5 Crore   | 3.6 Crore |
| 1 similar work (in ₹) | 2 similar works (in ₹)  | 3 similar works (in ₹) |  |                       |                        |                        |                 |             |           |
| 7.2 Crore             | 4.5 Crore   | 3.6 Crore              |  |                       |                        |                        |                 |             |           |
| Essential Equipment   | Not Applicable  |                        |  |                       |                        |                        |                 |             |           |
| Key Personnel         | The minimum Key Personnel required for the project implementation are:  |                        |  |                       |                        |                        |                 |             |           |

| S<br>·<br>N<br>o<br>·   | Designation<br>of Personnel  | No.   | Minimum Qualification  | Minimum<br>years of<br>experience | Minimum<br>experience in<br>providing<br>similar services |  |      |          |           |
|---|--|---|--|-----------------------------------|---|--|------|----------|-----------|
| 1   | Technical Expert   | 01  | Technical expert must have a bachelor's degree in electronics / computer sciences engineering and an experience of minimum 07 years', out of which at least 3 years' shall be in managing projects of similar nature. The expert shall be receiving the current data and analysis thereon. Personnel must have experience in executing similar projects. The age of the personnel as on the date of bid submission shall not be more than 55 years | 07 years                          | 03 years  |  |      |          |           |
| 2   | Technical Supervisor   | 01  | Supervisor should be a diploma in engineering for installation & maintenance works.  | 05 year                           | 02 year   |  |      |          |           |
| 3   | Skilled Labor  | Bidder to give undertaking that required local manpower will be arranged in time. |  |                                   |   |  |      |          |           |
| <p><i>[Indicate designation, qualification &amp; Experience for each person and furnished their Curriculum Vitae]</i></p> <p>The persons of the following department(s) are not permitted to be in the employment of the Bidder: Not Applicable</p> |  |   |  |                                   |   |  |      |          |           |
| <b>Liquid Assets</b>  | <p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:</p> <table border="1"> <thead> <tr> <th></th> <th>in ₹</th> </tr> </thead> <tbody> <tr> <td>Solvency</td> <td>3.6 Crore</td> </tr> </tbody> </table> |   |  |                                   |   |  | in ₹ | Solvency | 3.6 Crore |
|   | in ₹   |   |  |                                   |   |  |      |          |           |
| Solvency  | 3.6 Crore  |   |  |                                   |   |  |      |          |           |
| <b>Subcontractors</b>   | Subcontractors' experience <b><i>shall not</i></b> be taken into account.  |   |  |                                   |   |  |      |          |           |

2.5 The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the

criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

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

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

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

## **2.7 Evaluation for Technical Qualification**

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

## **3.0 Alternative Technical Solutions for specified parts of the Services**

Not Applicable

## **C. FINANCIAL PART**

### **1. Evaluation (ITB 35.1(f))**

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

NIL.....  
 .....  
 .....

### **2. Multiple Contracts**

Pursuant to ITB 35.3 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows: NOT APPLICABLE

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

### Schedules

Bidders have the option to Bid for any one or more Schedule. Bids will be evaluated Schedule-wise, taking into account discounts offered, if any, after considering all possible combination of Schedules. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined Schedules, subject to the selected Bidder(s) meeting the required qualification criteria for Schedule or combination of Schedules as the case may be.

#### **(b) Qualification Criteria for Multiple Contracts:**

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

### **3. Alternative Times for Completion**

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

.....NOT APPLICABLE

.....

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

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

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

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

.....NOT APPLICABLE

.....

### **5. Sustainable procurement - Not Applicable**

**Section IV- Bidding Forms**

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## Letter of Bid – Technical Part

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

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

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

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

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

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

**To:** *[insert complete name of Employer]*

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

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

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

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

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

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

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

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

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



## Letter of Bid – Financial Part

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

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

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

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

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

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

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

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

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

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

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

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

Or

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

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

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

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

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

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

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

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

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

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

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

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

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

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

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

## Appendix to Technical Part

### Bidder Information Form

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

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

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

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

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

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

## Appendix to Technical Part

### Bidder's JV Members Information Form

(Where permitted as per BDS ITB 4.1)

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

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

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

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

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

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

## Appendix to Technical Part

### Qualification Information

#### Notes on Form of Qualification Information

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

**1. Individual Bidders or Individual Members of Joint Ventures**

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

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

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

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

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

| <b>Services performed as prime Service Provider</b> <i>(in the same name and style)</i> on providing services of a similar nature and volume over the last five years <sup>1</sup> . <i>[Attach certificate from the Engineer-in-charge.]</i> |                  |                        |              |                   |                             |                               |                           |  |
|---|------------------|------------------------|--------------|-------------------|-----------------------------|-------------------------------|---------------------------|--|
| Project Name  | Name of Employer | Description of Service | Contract No. | Value of contract | Date of Issue of Work Order | Stipulated Date of Completion | Actual Date of Completion | Remarks explaining reasons for Delay, if any |
|   |                  |                        |              |                   |                             |                               |                           |  |

<sup>1</sup> Immediately preceding the financial year in which bids are received.

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

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

\* Attach certificates from Engineer in-charge]

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

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

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

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

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

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

<sup>2</sup> Immediately preceding the financial year in which bids are received.

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

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

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents<sup>3</sup>. We certify/confirm that we comply with eligibility requirements as per ITB 4.

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

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

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

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

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

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

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

|   |  | rate at the end of<br>concerned year |     |     |     |     |     | sheets |  |
|---|--|--------------------------------------|-----|-----|-----|-----|-----|--------|--|
|   | (1)  | (2)                                  | (3) | (4) | (5) | (6) | (7) | (8)    |  |
| 1.  | Total Assets   |                                      |     |     |     |     |     |        |  |
| 2.  | Total Turnover   |                                      |     |     |     |     |     |        |  |
| 3.  | Current Assets   |                                      |     |     |     |     |     |        |  |
| 4.  | Current Assets +<br>Loan & Advances  |                                      |     |     |     |     |     |        |  |
| 5.  | Total Liabilities  |                                      |     |     |     |     |     |        |  |
| 6.  | Current Liabilities  |                                      |     |     |     |     |     |        |  |
| 7.  | Current liabilities<br>& provision   |                                      |     |     |     |     |     |        |  |
| 8.  | Profit before<br>Interest and Tax  |                                      |     |     |     |     |     |        |  |
| 9.  | Profit before Tax  |                                      |     |     |     |     |     |        |  |
| 10.   | Profit after Tax   |                                      |     |     |     |     |     |        |  |
| 11.   | Shareholder's<br>Funds (Net<br>Worth)=(Paid up<br>equity +Reserves)-<br>(revaluation<br>reserves + |                                      |     |     |     |     |     |        |  |
| 12.   | Miscellaneous<br>expenditure not<br>written off)   |                                      |     |     |     |     |     |        |  |
| 13.   | Depreciation<br>Current Ration<br>(2)/(5)  |                                      |     |     |     |     |     |        |  |
| 14.   | Net cash accruals=<br>Profit after Tax +<br>depreciation   |                                      |     |     |     |     |     |        |  |
| <p>This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.</p> |  |                                      |     |     |     |     |     |        |  |
| <p align="center"><b>SAMPLE FORMAT (no substitute is acceptable) FOR EVIDENCE OF ACCESS TO<br/>FINANCIAL RESOURCES OR AVAILABILITY OF CREDIT FACILITIES*</b><br/>(Refer point 1.8 above)</p> <p align="center">BANK CERTIFICATE</p> <p>This is to certify that M/s.....is a reputed company with a good financial standing.</p>   |  |                                      |     |     |     |     |     |        |  |



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

---Sd.---

Name of Bank

Senior Bank Manager

Address of the Bank

**\* Change the text as follows for Joint Venture:**

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

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

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

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

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

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

3.5 Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

**4. Additional Requirements**

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

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

**Details of participation in the joint venture**

| <b>PARTICIPATION DETAILS</b> | <b>FIRM 'A' (Lead Member)</b> | <b>FIRM 'B'</b> | <b>FIRM 'C'</b> |
|------------------------------|-------------------------------|-----------------|-----------------|
| Financial                    |                               |                 |                 |
| Name of the Banker(s)        |                               |                 |                 |
| Planning                     |                               |                 |                 |
|                              |                               |                 |                 |

|   |  |  |  |
|---|--|--|--|
| Construction Equipment  |  |  |  |
| Key Personnel   |  |  |  |
| Execution of Services<br>(Give details on proposed<br>contribution of each) |  |  |  |

## Appendix to Technical Part

Form.....

(Name of the Project)

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

Customs Duty Exemption Certificate may be issued to the successful bidder subject to their  
fulfilment of provisions of tender documents.

(Bidder's Name and Address)

To: .....  
(Name of the Employer &  
address)

Dear Sir:

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

Certificate for Import/Procurement of Goods/ Equipment

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

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

| Items<br>(modify the<br>list suitably<br>for each<br>specific<br>Service)* | Make/<br>Brand<br>Name | Capacity<br>[where<br>applicable] | Quantity | Value | State whether<br>it will be<br>procured<br>locally or<br>imported [if so<br>from which<br>country] | Remarks<br>regarding<br>justification for<br>the quantity<br>and their usage<br>in providing<br>the Services |
|--|------------------------|-----------------------------------|----------|-------|--|--|
|  |                        |                                   |          |       |  |  |
|  |                        |                                   |          |       |  |  |
|  |                        |                                   |          |       |  |  |
|  |                        |                                   |          |       |  |  |
|  |                        |                                   |          |       |  |  |
|  |                        |                                   |          |       |  |  |
|  |                        |                                   |          |       |  |  |
|  |                        |                                   |          |       |  |  |

4. We agree that no modification to the above list is permitted after bids are opened.

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

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

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

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

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

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

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

## Schedule Forms

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

## **Appendix to Technical Part**

### **Method Statement**

## **Appendix to Technical Part**

### **Work Plan**



## Appendix to Technical Part

### Form of Bid Security

#### (Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

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

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

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>7</sup> (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for execution of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>8</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

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

or

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

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

<sup>8</sup>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 20.1 of the Instructions to Bidders.

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

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

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>9</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

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

\_\_\_\_\_  
<sup>9</sup>45 days after the end of the validity period of the Bid.

## Form of Bid-Securing Declaration (Not Applicable)

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

Appendix to Financial Part  
**Appendix to Financial Part**  
**Activity Schedule**

| Currency – Indian Rupees              |   |         |   |                                 |                                     | Date: _____<br>IFB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ |  |
|---------------------------------------|---|---------|---|---------------------------------|-------------------------------------|---|--|
| 1                                     | 2   | 3       | 4   | 5                               | 6                                   | 7   | 8  |
| Service N°                            | Description of Services   | Unit    | Delivery Date   | Quantity and physical unit      | Unit price                          | GST   | Total Price per Service incl. GST (Col. 5*6+7) |
| <i>[insert number of the Service]</i> | <i>[insert name of Services]</i>  |         | <i>[insert delivery date at place of final destination per Service]</i> | <i>[insert number of units]</i> | <i>[insert unit price per unit]</i> | <i>[insert total price]</i>   | <i>[insert total price per unit]</i>           |
| 1.00                                  | <b>Supply, Commissioning and Services for water level and discharge monitoring stations on river Ganga (NW – 1)</b>   |         |   |                                 |                                     |   |  |
| 1.10                                  | <b>Water level monitoring stations</b><br>Supply, Installation, testing, Commissioning and training of water level monitoring stations, as per technical specification, with all necessary hardware and software.<br><br>Station to be supplied as per technical specification, with all necessary hardware and software including; <ul style="list-style-type: none"> <li>• Water level sensor</li> <li>• Data logger system with on-site processing software</li> <li>• GSM &amp; GPRS based telemetry</li> <li>• Solar panel, Battery, charger regulator with all interconnecting connectors, cables.</li> </ul> Station mast and enclosure with locking, other ancillary equipment, fittings earthing, lightening arrestor with all connectors, cables and conduit for cables | 18 Nos. |   |                                 |                                     |   |  |

|      |  |        |  |  |  |  |  |
|------|--|--------|--|--|--|--|--|
| 1.20 | <p><b>Doppler Radar based discharge monitoring station and Water level monitoring stations.</b><br/> Supply, Installation, testing, Commissioning and training of Doppler Radar based discharge monitoring stations and Water level monitoring stations, as per technical specification, with all necessary hardware and software.</p> <p>Station to be supplied as per technical specification, with all necessary hardware and software including;</p> <ul style="list-style-type: none"> <li>• Doppler Radar based discharge sensor</li> <li>• Water level monitoring stations</li> <li>• Data logger system with on-site processing software including 1-D Hydraulic Model configured for each site</li> <li>• GSM &amp; GPRS based telemetry</li> <li>• Solar panel, Battery, charger regulator with all interconnecting connectors, cables.</li> </ul> <p>Station mast and enclosure with locking, other ancillary equipment, fittings earthing, lightening arrestor with all connectors, cables and conduit for cables.</p> | 4 Nos. |  |  |  |  |  |
|------|--|--------|--|--|--|--|--|

|      |  |          |  |  |  |                 |  |
|------|--|----------|--|--|--|-----------------|--|
| 1.30 | <b>Data Centre at IWAI Main Office, Noida, Uttar Pradesh.</b><br>Supply, Installation, testing, Commissioning and training of Data Center at IWAI Main Office, Noida, Uttar Pradesh, as per technical specification, with all necessary hardware and software.<br><br>Equipment for centralised data collection, database management, QA/QC, statistical analysis, processing, reporting and publication of data from proposed field stations as per technical specification, with all necessary hardware and software including; <ul style="list-style-type: none"> <li>• Server for data collection and storage along with server rack, monitor and 3 KVA online UPS</li> <li>• GSM &amp; GPRS data receiving system with all ancillary equipment</li> <li>• Workstation along with Monitor and necessary accessories – 2 nos.</li> <li>• IT Hardware which includes required Static IP, Router, Switches, firewall system and A3 Size color printer</li> <li>• Video wall with integrated display management with 4 nos. 42” LED Displays</li> </ul> Customized Web-application with security audit | 01 No.   |  |  |  |                 |  |
| 2.00 | <b>Services of Five Years as per Scope of Work</b>   | 05 Years |  |  |  |                 |  |
|      |  |          |  |  |  | Total Bid Price |  |

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

## **Appendix to Financial Part**

### **Others - Time Schedule**

*(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)*

## Section V - Eligible Countries

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

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

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

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





## **Section VI - Fraud and Corruption**

**(Section VI shall not be modified)**

### **1. Purpose**

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

### **2. Requirements**

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup>(ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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

## **Part II – Employer’s Requirement**

## Section VII - Activity Schedule

### SCOPE OF WORK

#### Background and Brief about the Project

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Shipping, Government of India (GoI). IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI 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 Varanasi across the Ganges, Bhagirathi and Hooghly river systems. It is 1,620 km (1,010 mi) 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 Since the river stretch is of 1620 km, IWAI requires Real Time Water Level and Discharge Monitoring System in NW1 from Varanasi to Haldia to be installed at 22 stations to predict shoals during a specified period and the real time water level will further help in planning of cargo movement.
- 1.5 The availability of quality data is the need of the hour and to provide instant air draft computation in low level bridges. The data is being planned to be sourced online through a web based server at all locations with suitable filters. This will help in the planning of voyages on real time basis.

#### 2. Objective

- 2.1 With this background, IWAI invites tender for **Services for water level and discharge monitoring stations on river Ganga (NW – 1)** (hereinafter referred to as “Bidders”) having experience primarily in “*supply and installation of water level and discharge monitoring stations.*”

- 2.2 The overall responsibility of the selected Bidder (hereinafter referred to as “Contractor”) will encompass all the jobs specified in this tender document from start to completion, adhering to the time schedule, quality parameters and with no time and cost overrun. The Contractor will work in close co-ordination with EIC and / or his representative & his deputed team and all major decisions shall be taken in consultation with them.

3. **Scope of Work**

- 3.1 The present challenges were understood and accordingly, the idea of providing tide gauge was mooted with the following advantages. To provide Water level at 22 specified locations and discharge at 04 locations.

The breakup of water level and discharge stations is as per below details in table 1;

| Sr. | Station Type   | No. of Locations | Station Names        |
|-----|--|------------------|----------------------|
| 1   | Water Level Monitoring Stations                        | 18               |                      |
| 2   | Water Level + Discharge Monitoring Stations            | 4                |                      |
| 3   | Central Water Level & Discharge Data Collection System | 1                | Noida, Uttar Pradesh |

**Table: 1**

The details of these locations are as follows:

**Locations for ATG (NW-1)**

| Sl. No. | Name of the Bridge / Terminal / Water Intake / Tributaries      | Chainage (km) | ATG sites proposed | Dist. (km) |
|---------|---|---------------|--------------------|------------|
| 1       | Ramnagar Road Bridge  | 1318.000      | 1                  |            |
| 2       | Balua Road Bridge   | 1281.000      | 2                  | 37.000     |
| 3       | Saidpur Road Bridge   | 1254.000      | 3                  | 27.000     |
| 4       | Zamania Road Bridge   | 1205.000      | 4                  | 49.000     |
| 5       | Ghazipur Road Bridge  | 1178.000      | 5                  | 27.000     |
| 6       | Buxar Road Bridge   | 1123.000      | 6                  | 55.000     |
| 7       | Shri Rampur Ghat Road Bridge                                    | 1086.000      | 7                  | 37.000     |
| 8       | Veer Kunwar Singh Setu (Road Bridge), Doriganj                  | 1002.000      | 8                  | 84.000     |
| 9       | Loknayak Jay Prakash Narayan Setu (Road cum Rail Bridge), Digha | 968.000       | 9                  | 34.000     |
| 10      | Gaighat, Patna (RCC)  | 955.000       | 10                 | 13.000     |
| 11      | Rajendra Setu (Road cum Rail Bridge), Mokammah                  | 851.000       | 11                 | 104.000    |
| 12      | Munger Road cum Rail Bridge                                     | 792.000       | 12                 | 59.000     |
| 13      | Vikramshila Setu (Road Bridge) (Bhagalpur)                      | 712.500       | 13                 | 79.500     |
| 14      | Sahibganj (MMT)   | 617.000       | 14                 | 95.500     |
| 15      | Farakka Lock U/S (Floating)                                     | 544.500       | 15                 | 72.500     |

|    |  |         |    |        |
|----|--|---------|----|--------|
| 16 | Kedarnath bridge at R.D. 8.57 over Feeder Canal  | 541.000 | 16 | 3.500  |
| 17 | Bhagabati Setu, Jangipur                         | 498.000 | 17 | 43.000 |
| 18 | Ramendra Sundar Tribedi bridge, Berhampore       | 422.000 | 18 | 76.000 |
| 19 | Matiary (Floating)                               | 340.000 | 19 | 82.000 |
| 20 | Sri Gouranga Setu (Road Bridge), D/s Swaroopganj | 277.200 | 20 | 62.800 |
| 21 | Kalna (Floating)                                 | 245.000 | 21 | 32.200 |
| 22 | Kalyani Road Bridge, Kalyani / Bansberia         | 191.000 | 22 | 54.000 |

**Note: Some of the above proposed locations may be changed to alternate sites of NW-1, if the statutory clearances are not received within the 6 months from date of work order issued. However, all the locations will be finalized after a joint site visit or as directed by EIC.**

- 3.2 The service provider shall complete installation and commissioning of the field systems and the central system at IWAI main office as required for data supply for all 22 locations within 150 days after getting clearance from the respective authorities / departments of the bridges/jetties. The Service provider shall commence supply of data from locations where the field systems become operational and the scope of data supply shall be extended progressively so as to ensure commencement of data supply from all 22 stations from the date of commissioning. The intended completion date is as per Delivery Schedule.
- 3.3 The field stations should be compact design and vandalism secure based on design and not attracting attention. The service provider should prepare benchmarks and levelling for all 22 locations. The field stations should be capable to operate independent of environmental influences like vibrations caused due to vehicles/trains operations on bridges. The field station should be built for long term maintenance free operation. The system should be designed for minimal or none structure in the water and should be capable of full operation and provision of reliable data even in flood situations. The discharge monitoring stations should be capable of real time measurement of flow velocity and level. The discharge monitoring stations should be capable of detecting flow direction and capable of operation in river sections of NW-1 that are tide influenced.
- 3.4 The service provider shall perform the services in accordance with the requirements, specifications and schedule stated by Employer (IWAI) in the tender document and carry out its obligations of water level and discharge data delivery with all due diligence and shall observe sound management practices, and employ latest technology for data monitoring, collection, publication and management.
- 3.5 The employer shall check service provider's performance and notify him of any data or service defects that are found. Such checking shall not affect the service provider's responsibilities.
- 3.6 The Scope of Work is comprehensive including Supply, Installation, Testing, Commissioning and Maintenance of Real Time Water Level and Discharge Monitoring System in NW1 from Varanasi to Haldia, and includes: -

**(A) SERVICES TO BE PROVIDED DURING SUPPLY, INSTALLATION, TESTING & COMMISSIONING**

- a. Conduct site survey and prepare benchmark and levelling for the water level & discharge monitoring stations on NW1.
- b. Complete supply, installation, testing, commissioning of water level & discharge monitoring stations on NW-1 including civil works, sensors, data logger, software, hardware and ancillary equipment, solar panel, mounting poles, masts, electrical and network cabling, lightning arrestors etc.
- c. Establishment of Data Centre at IWAI Main Office at Noida for centralised data collection, database management, QA/QC, statistical analysis, processing, reporting and publication of data from the water level & discharge monitoring stations.
- d. Establishing real time data communications using GSM / GPRS between water level & discharge monitoring stations on NW1 and the dedicated Data Centre at IWAI Main Office at Noida.
- e. Providing server with data backup facility from the water level & discharge monitoring stations (5 years data; minimum 8 TB).
- f. Provide web-based user interface for the central system through a multi-level secure access control policy.
- g. Provide remote monitoring and diagnostics of the water level & discharge monitoring stations health.

**B. SERVICES TO BE PROVIDED DURING 05 YEARS SERVICE PERIOD**

- a. Provide remote access through the Data Centre at IWAI Main Office to conduct routine online testing functionality of the water level & discharge monitoring stations.
- b. Provide detailed quality control and verification of measured water level and discharge data including textual, graphical and map-based analysis.
- c. Provide central system with capabilities for data processing, recalculations, statistics and should have real-time displays with visualization of measured data in multiple formats like; Text / Table / Graphic representation displays / Time series / Statistics / GIS Maps.
- d. Provide central system with capability to offer products like map displays, web services that are OGC compliant.
- e. Provide weekly reporting on the water level and discharge data from the stations.
- f. Provide quarterly report on the data validation process and its outcome.
- g. Provide field stations that have a scalable design to add additional sensors and station display.
- h. Provide a central system that is scalable to operate and maintain large networks of the stations. The number of stations which can be interfaced to the central system should be limited only by the used communication infrastructure.
- i. Provide support for integration of the available historical data with IWAI to the central system.
- j. Provide a central system that is capable to send alarm / notification via SMS or email in case of events like; User-defined thresholds and limits for water level and discharge parameters / Station component failure / Communication errors.



- k. The system should be capable of integrating Digital Elevation Model (DEM) for NW1 stretches for data presentation, publication and modelling. DEMs shall be provided by IWAI.
  - l. Provide a 1D/2D/3D hydraulic model for the NW1 stretch from Varanasi to Kolkata, that is capable to provide water level and discharge values predictions for the monitoring sites and level clearance prediction at nearby jetties operated by IWAI.
  - m. Contractor will depute a well-qualified Technical expert duly trained on the software & hardware to be used during entire service period for receiving of real time data and analysis thereon. Technical expert should be the permanent employee of the Contractor having valid Identification Card issued by the Contractor.
  - n. The Contractor will maintain attendance record of the deputed Technical expert and will hand over to the IWAI on demand.
- 3.7 The description of technical specifications and quantities of various items of work involved have been detailed in BoQ of this tender document. The Bidder is to quote the rates for different items of work as included in the said BoQ. The prices should also include consultancy charges if any, which may be required to be paid by the Contractor for the design and fabrication of the bearings / shuttering / scaffoldings / support structure / protection works, expansion joints, any other kind of works, etc. for execution of various items of this tender document.
- 3.8 In the respective BoQ, the total quantities of various items / sub-items given under column titled “Estimated Quantity” are to be executed as per prescribed specification / process. The division of this total quantity given facility wise in column titled “Item / Sub-item of work” are approximate & indicative only, and can increase or decrease as per actual requirement and direction of EIC and / or his representative in this regard will be final & binding by the contractor.

#### **4 General**

- 4.1 The Contractor shall acquaint himself with the proposed sites of work and physically assess the activities that are involved for completing the work, including the quantum of work besides the information supplied in the tender document, conditions at work sites, their sub-soil strata, underground water table and approach roads to the site(s) of work before quoting his rates. In case, for carriage of materials etc., to the work site, the preparation of new approach road or repair to the existing approach road and its maintenance during the execution of the work is required; the same would be provided & maintained by the Contractor at his own cost for which nothing extra shall be payable.
- 4.2 The Contractor shall discuss with the Employer before commencement of works, the methodology required for the work including sequence of construction, construction techniques to be followed. No claim whatsoever for not having first-hand knowledge in respect of scope of work shall be entertained at a later date.
- 4.3 The Contractor shall arrange all labour, tools, equipment, materials, temporary works, plant & machinery, fuel including transportation thereof and all other incidental items specified in this tender document or not, but may be required for complete performance of the works in accordance with drawings, specifications and direction of EIC and / or his representative.

- 4.4 The Contractor shall be responsible for making out the levels and establish suitable equipment / stations including construction of the pillars as reference points for establishing control points to check the levels.
- 4.5 The Contractor shall be responsible for the correct setting out the works including correct and levels, positions and alignment of all the components of the work involved as defined in this tender document. The Contractor shall arrange all the instruments, materials and labour involved in setting out the works to the satisfaction of the EIC and / or his representative.
- 4.6 Contractor shall inform the weight of the Automatic Water Level & Discharge Sensor unit to be installed on the bridges / jetties in advance. A layout sketch, design, drawing of the proposed installation shall also be submitted to Authority.
- 4.7 In case of any damage caused, on installation of AWLDMS Unit, Contractor shall carry out damage rectification works with its own resource to the satisfaction of the Authority immediately after damage. If Authority takes up rectification work of such damages, the amount of rectification charges as may be finalized by the Authority will be final and Contractor must settle that amount within one month from the date of installation.
- 4.8 At the time of installation, due intimation should be given and personnel of Authority may be associated.
- 4.9 They shall not disturb road traffics as far as practicable and take all necessary precautions during working period against any accident or inconvenience to the public or vehicular traffic.
- 4.10 Contractor will extend all required support to the public disturbed during execution of the aforesaid work to minimize their problem.
- 4.11 They shall take care to avoid any issue during and after execution of their work. Authority will not be responsible for any loss of life and property or other accident during execution of the aforesaid work.
- 4.12 The Contractor shall be responsible for clearing of site for construction of the work and all activities connected therewith before commencement of work to the satisfaction of the EIC and / or his representative.
- 4.13 The Contractor shall be responsible for clearing of site (to the satisfaction of the EIC and / or his representative) after completion of entire work and handing over the same to the Employer.
- 4.14 The Contractor shall be responsible for maintenance of all works during construction and defects liability period. This is notwithstanding any other provision contained in the tender document elsewhere.
- 4.15 The Contractor shall be responsible for protection and maintenance of existing services.

- 4.16 The Contractor shall be responsible for providing adequate arrangement for barricading as per typical design and as directed by the EIC and / or his representative at all required locations viz. to cover the entire stations including all T & P and materials. This shall include reflective signs, markings, flags, flashing lights, tool posts with GI cover sheets and flagman etc. as required and / or directed by EIC and / or his representative.
- 4.17 The Contractor shall provide provision for all safety measures for traffic, pedestrian, workmen and machinery etc. as considered necessary by the EIC and / or his representative.
- 4.18 The Contractor shall be responsible for dismantling of any existing old work and bituminous work, kerb stone, brick work, RCC slabs, CC footpath, old SW / RCC pipes, Cement Concrete drain etc. including disposal of rubbish to the complete satisfaction of the EIC and / or his representative. The dismantled materials shall be the liability / asset of the Contractor.
- 4.19 The Contractor shall be responsible for identification of services like sewer lines, water supply lines, electric and telephone cables etc. well in advance of actual execution of works.
- 4.20 The Contractor shall be responsible for repair / re-construction / making good damaged roads, service lines, storm water drains, water supply lines, sewer lines, electric cables, telephone cables etc. and other structures / property affected by any action / inaction and activities of the Contractor in the opinion of the EIC which shall be final and binding. Such repair / reconstruction / making good the jobs shall be done as per direction of the EIC and / or his representative.
- 4.21 Any other item relevant / necessary, in the opinion of the EIC and / or his representative, required for completing the work in all respects with all operations and works mentioned in the tender document including all quality assurance measures, testing etc., complete as specified and as per approved drawings shall be undertaken by the Contractor at no extra cost.
- 4.22 All ancillary and incidental facilities required for execution of the work, e.g. labour camps, stores, offices for Contractor, work shop facilities, watch and ward, temporary structure for plant and machinery, water supply, water storage structure, tube wells, electric / telephone installation and charges, liaison work, protection work during execution and not included in the main items, any other item / activity contained elsewhere in the tender document which is necessary for execution of work in the opinion of the EIC and / or his representative shall be the sole responsibility of the Contractor and accordingly the cost of same shall be borne by the Contractor.
- 4.23 All plain and reinforced concrete shall have shutter or form liner finish (except lean concrete) and nothing extra shall be paid on this account.
- 4.24 Any works, other than the above essential works, which are not specifically mentioned above but are required otherwise for the completion of the work, shall be deemed to be covered under the scope of work.

- 4.25 Contractor to make necessary liaisoning for getting Clearances from the concerned authorities, however all documentary support will be provided by the IWAI.
- 4.26 Contractor has to conduct site survey for accessing the availability of GSM / GPRS coverage. However, if GSM / GPRS connectivity is not available on particular location, Contractor has to explore other options for data transmission and to include all expenses in the quoted prices.
- 4.27 Contractor has to procure required GSM SIM in the name of IWAI. All documentary support will be provided by the IWAI. All the expenses will be borne by the Contractor.
- 4.28 Contractor has to procure required Internet / Leased Line connection in the name of IWAI. All documentary support will be provided by the IWAI. All the expenses will be borne by the Contractor.
- 4.29 Number of web user license required is 50 nos. based on username and password.
- 4.30 Security requirement at all these stations during 05 years of services period is Contractor's liability.
- 4.31 Contractor has to decide on the requirement and number of visit to the Sites during 05 years of services to maintain un-interrupted real time data services and security.
- 4.32 The spares (hardware) requirement in the five years of service period shall be Contractor's liability.
- 4.33 The replacement of consumables like solar battery etc, during these 05 years of service shall be Contractor's liability.
- 4.34 Contractor has to provide and maintain un-interrupted real time data supply irrespective of autonomy of Solar System.

## **5 Site Conditions**

- 5.1 The EIC will finalize the twenty two stations where the water level and discharge sensors are to be installed.
- 5.2 **Housing, Water Supply, Drainage and Electricity:** No accommodation is available at the site of work. The Contractor has to make his own arrangements for electric connection, housing, stores and field offices, accommodations for his labour and other employees etc. The Contractor should visit the site and see in what manner he is able to arrange the above. Arrangement of water for drinking purpose in addition to the water required for construction work is also to be made by the Contractor. Temporary electric connection may be taken by the Contractor from the State Electricity Board at its own cost. The Authority will recommend / endorse the application of the Contractor without any financial or legal liability. If any royalty / rent is payable to the State Govt. or any local authority for occupation of the land at the work site, the same shall be payable by the Contractor directly to such Govt. or local body, as the case may be. Nothing extra shall be payable by the Authority on this account.

## **6 Security & Safety Measures**

- 6.1 The Contractor shall take all precautions to avoid all accidents by exhibiting caution boards day & night, speed limit boards, red flags, red lights and providing barriers etc. The Contractor shall be responsible for all damages and accidents caused to existing / new work due to any negligence in this regard. The Contractor shall also ensure that no hindrance is caused to traffic / thorough fare during the execution of the work.
- 6.2 The Contractor 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 Contractor 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.
- 6.3 The Contractor shall ensure that no electric live wire is left exposed or un-attended so as to avoid any accidents in this regard.
- 6.4 Some restrictions may be imposed by the security staff etc., on the working and / or movement of labourers, materials etc. The Contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
- 6.5 The Contractor shall be responsible for the watch and ward of the hardware's, safety of all fittings & fixtures including sanitary and water supply fittings & fixtures against pilferage and breakage during the period of installation and thereafter till the hardware's are physically handed over to the Employer.
- 6.6 The Contractor 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 Contractor 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 Contractor shall maintain an insurance policy against damage to the work done. Nothing extra shall be payable to the Contractor for maintaining such insurance policy.
- 6.7 There shall be maintained in readily accessible places, adequate number of first aid boxes including adequate supply of sterilised dressings and cotton wool.
- 6.8 An 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.
- 6.9 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 safely from ground. Unless otherwise directed, scaffolding shall be of steel with adequate lateral supports & bracing etc.
- 6.10 Any excavated material shall not be placed within 2 m of the edge of the pit / trench. All pits / trenches shall be provided with necessary shoring, fencing, lighting etc.

- 6.11 Workers engaged in mixing and handling materials such as cement mortar or concrete shall be provided with protective footwear and hand gloves.
- 6.12 Those engaged in welding works shall be provided with Welder's protective eye shields and gloves.
- 6.13 No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable facemasks shall be supplied to the workers while application of spray or scraping of such paint.
- 6.14 Contractor shall supply overcoats and other facilities to the painters and other workers.
- 6.15 Hoisting machines and tackle used in the works including their attachments, anchorage and supports shall be in perfect condition and they shall be checked/ serviced periodically and also before any major use.
- 6.16 The ropes used in hoisting or lowering material, as the means of suspension shall be of durable quality and adequate strength and free from any defects.
- 6.17 List of all the safety equipment with quantities shall be prominently displayed in the site office and updated regularly.

## **7 Water & Electricity**

- 7.1 The Contractor shall make his own arrangement for water supply & storage suitable for construction and nothing extra shall be payable on this account.
- 7.2 The Contractor shall make his own arrangements for supply of electricity for construction purpose, as required and make necessary payments directly to the Electricity department concerned and nothing extra shall be payable on this account.

## **8 Site Organization**

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

## **9 Plant & Equipment**

- 9.1 No tools and plants shall be supplied by the Employer. The Contractor shall have to make his own arrangement for all required Tools and Plants at both the terminal locations.

All constructional tools, plant and machinery provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for the construction and completion of the works and the Contractor 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.

- 9.2 The Contractor shall ensure that the major plant and equipment proposed to be deployed on the work shall meet the specified performance criteria. The Contractor 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 Materials**

- (a) All materials to be incorporated in the work, shall be in accordance with the specifications laid down.
- (b) The Contractor 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 Employer / Government shall not be used in the work.
- (c) The Contractor 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 Contractor and nothing shall be payable on this account over the accepted rates.
- (d) The Contractor shall be required to get necessary tests carried out on materials / work from an approved laboratory as per the directions of the EIC and / or his representative.
- (e) The Contractor shall be fully responsible for the safe custody of the materials.
- (f) In case of item for which approved make is not given, the Contractor 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.
- (g) Materials shall be brought to sites in original packings. 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 Contractor.
- (h) 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.
- (i) 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 Contractor will bear all such test fees and organise other liaison works including all other incidental charges such as freight, handling, packing etc.

- (j) 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 Contractor. 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 Contractor at his own cost. If the Contractor 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 Contractor. No claim financially or otherwise shall be entertained on account of any reason whatsoever in this regard.
- (k) 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 Contractor which are not in accordance with the contract specifications or do not conform in character of quality to samples approved by him. In case of default on the part of the Contractor 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 Contractor.

The EIC and / or his representative shall have full powers to substitute the rejected materials with the acceptable ones and in the event of Contractor refusing to comply, he may ask the same to be supplied by other means at the risk and cost of the Contractor.

## **11 Testing of Materials**

- (a) 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.
- (b) The Contractor 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 Contractor for the same.

## **12 Technical Specifications**

As already brought out in this Section of Technical specifications, the Contractor has to carry out the Installation testing & Commissioning of Radar based water level monitoring stations, as per technical specification, with all necessary hardware and software. Installation testing & Commissioning of Doppler Radar based discharge monitoring stations, as per technical specification, with all necessary hardware and software. Installation testing & Commissioning Data Centre at IWAI Main Office, Noida, Uttar Pradesh, as per technical specification, with



all necessary hardware and software.

Accordingly, the Contractor shall carry out the work as per the following technical specifications:

(a) **Civil Works**

All civil works shall be carried out as per CPWD's Specification for Civil Works 2009 (Volume I & II) 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.

(b) **Electrical Works**

All electrical works shall be carried out as per CPWD's Specification for Electrical Works 2013 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.

(c) **Data Management/ Verification:**

Data that is delivered to the Employer by the Service Provider as a part of this contract will be subjected to periodic data validation process. The data published by Central Water Commission for NW-1 will be employed for cross referencing and validation on a periodic and seasonal basis. The Service provider is to provide a quarterly report on the data validation process and its outcome.

**13 Timelines**

- (i) The Contractor will have to enter into a Contract Agreement with IWAI after award of work, which will constitute of all correspondences and terms & conditions exchanged, between the Employer and the successful Bidder.
- (ii) The Contractor shall submit a detailed work plan indicating the timelines for main and miscellaneous activities to the EIC and / or his representative for approval.
- (iii) Upon award, the service provider shall complete installation and commissioning of the field systems and the central system at IWAI main office as required for data supply for all 22 locations within 150 days after getting clearance from the respective authorities / departments of the bridges/jetties. The Service provider shall commence supply of data from locations where the field systems become operational and the scope of data supply shall be extended progressively so as to ensure commencement of data supply from all 22 stations from the date of commissioning. The intended completion date is as per Delivery Schedule.
- (iv) Failure to complete the works within the stipulated duration would attract Liquidated Damages as defined in Clause 3.8 of GCC.
- (v) **Defect Liability Period:** After completion of works in all respects and handing over the site back to the EIC and / or his representative, the Contractor shall be responsible for remedying

any defects arising during the defects liability period of a duration of 45 days after completion of 5 years' service period or extended period. The defects, occurring against manufacturing defects, workmanship and serviceability of various components, individually or compositely to entire work shall be attended to at no extra cost to the Employer.

- (vi) No idle time charges on any account shall be paid to the Contractor during the contract period.

#### **14 Measurement**

- (i) The Service Provider shall perform the services in accordance with the requirements, specifications and schedule stated by Employer (IWAI) in the tender document and carry out its obligations of water level and discharge real time data delivery with all due diligence and shall observe sound management practices, and employ latest technology for data monitoring, collection, publication and management.

#### **15 Payments**

- (i) The running on account payments shall be made once in a month or at intervals stipulated in the work order / contract agreement.
- (ii) Running on account bill / bills for the work executed / materials supplied in accordance with the work order / contract shall be prepared.
- (iii) Payment of on account bill shall be made on the EIC's and / or his representative certifying the sum to which the Contractor is considered entitled by way of interim payment.

#### **16 Progress Monitoring & Supervision**

- a) The Employer shall check the Service Provider's performance and notify him of any data or service defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- b) Data that is delivered to the Employer by the Service Provider as part of this contract will be subjected to a periodic data validation process. The data published by Central Water Commission (CWC) for NW1 will be employed for cross-referencing and validation on a periodic and seasonal basis. The Service Provider is to provide a quarterly report on the data validation process and its outcome.
- c) All the drawings, designs, reports, and other documents submitted by the Service Provider shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider shall not disclose any proprietary or confidential information relating to the Services without the prior written consent of the Employer.
- d) Progress Monitoring and supervision shall be undertaken by the EIC and / or his representative. The supervision and monitoring shall not relieve the Contractor to perform

his responsibilities under the contract. The Contractor will submit regular progress report at the intervals decided by the EIC and / or his representative.

### **17. Technical Specifications**

#### **System Specifications:**

| Sr. | Station Type                                | Specification              |   |
|-----|---|----------------------------|---|
| 1   | Water Level Monitoring Stations             | Sensor Type                | Radar based high accuracy sensor for measuring water level without direct contact to the medium.  |
|     |   | Measurement Range          | Up to 30 m  |
|     |   | Accuracy                   | +/-3 mm   |
|     |   | Installation methodology   | On existing bridges / super-structures / jetties over NW1   |
|     |   | System power               | Autonomous operation with solar power and rechargeable batteries  |
|     |   | Datalogger                 | Dual Processor Datalogger with local LCD display, USB ports, Removable Secure Digital storage up to 64 GB to store large amount of data.  |
|     |   | Data transmission          | Every one hour using GSM / GPRS data transmission.  |
| 2   | Water Level + Discharge Monitoring Stations | Sensor Type                | Radar based high accuracy sensor for measuring water level without direct contact to the medium and flow velocity with integrated calculation of discharge rate using an intelligent hydraulic model. |
|     |   | Level Measurement Range    | Up to 30 m  |
|     |   | Protection                 | IP 67   |
|     |   | Power Consumption at 12 V  | During measurement: Less than 140mA   |
|     |   | Direction recognition      | Bi-directional  |
|     |   | Operating Temperature      | -30 to +60 Deg C  |
|     |   | Level Measurement Accuracy | +/-3 mm   |
|     |   | Flow Measurement Range     | 0.1 to 15 m/sec   |
|     |   | Flow Measurement Accuracy  | +/- 0.01 m/sec  |
|     |   | Installation methodology   | On existing bridges / super-structures / jetties over NW1   |
|     |   | System power               | Autonomous operation with solar power and rechargeable batteries  |
|     |   | Datalogger                 | Datalogger with local LCD display and capability of minimum 6 months data storage with 10 minutes sampling rate   |

|   |  |                                     |   |
|---|--|-------------------------------------|---|
|   |  | Data transmission                   | Every one hour using GSM / GPRS data transmission   |
| 3 | Central Water Level & Discharge Data Collection System | Data Centre at IWAI, Noida          | <p>The central Water Level &amp; Discharge Data Collection system should be built as a data center to provide centralized data collection, QA/QC, database management, statistical analysis, archiving and publication capability.</p> <p>The Service Provider should provide all necessary server hardware and software.</p> <p>The dedicated server shall be housed at IWAI, Noida for which necessary space and power supply will be made available free of cost. The IWAI shall make necessary arrangements such as Power back up (UPS) and Internet connections etc.</p> |
|   |  | Scalable system                     | The central system should run on fault tolerant server with redundant components. It should be possible to upgrade the system to high availability cluster architecture capable of managing regional / national scale environment monitoring and early warning system.  |
|   |  | Web based interface                 | User interface for the central system should be web based through a multi-level secure access control policy.   |
|   |  | Remote monitoring                   | The central system should allow secure remote monitoring and diagnostics of the field stations health and it should be possible to conduct routine online testing functionality of the field stations.  |
|   |  | Quality control                     | The system should have the capabilities for detailed quality control and verification of measured water level and discharge data including textual, graphical and map-based analysis  |
|   |  | Data processing and visualization   | <p>The central system should have capabilities for data processing, recalculations, statistics and should have real-time displays with visualization of measured data in multiple formats like; Text / Table / Graphic representation displays / Time series / Statistics / Maps.</p> <p>The central station should have data archiving and export to various standard text form (ASCII, CSV, Excel, Access, log-files) for export of data.</p>   |
|   |  | OGC Compliance                      | The central system products like map displays, web services should be OGC compliant.  |
|   |  | Open-architecture & Future upgrades | <p>The central system should be of an open architecture configuration.</p> <p>The system should have a scalable design to add additional sensors and station display.</p> <p>The central system should be scalable to operate and maintain large networks of the stations. The number of stations which can be interfaced to the system</p>   |

|  |  |  |   |
|--|--|--|---|
|  |  |  | <p>should be limited only by the used communication infrastructure.</p> <p>The Service Provider should support integration of the available historical data with IWAI to the central system.</p> <p>The Service Provider should support integration of the River Information System (RIS) implemented by IWAI on NW1 with the central system.</p> |
|  |  | Alarms & Notification                        | <p>An alarm notification must be sent by the system via SMS or email in case of events like;</p> <ul style="list-style-type: none"> <li>• User-defined thresholds and limits for water level and discharge parameters</li> <li>• Station component failure</li> <li>• Communication errors</li> </ul>   |
|  |  | Development of Digital Elevation Model (DEM) | <p>IWAI will provide bathymetric data based on which the Service Provider is to develop a high-resolution Digital Elevation Model (DEM) for the complete stretch of NW1 from Varanasi to Haldia.</p> <p>All the stations benchmarks and data has to be integrated with the DEM for data presentation, publication and modelling.</p>              |
|  |  | Hydraulic Model for Predictions              | <p>The central system should include a hydraulic model for the complete stretch of NW1 from Varanasi to Haldia. The system should be capable to provide water level and discharge values predictions for all the monitoring sites and level clearance prediction at nearby jetties operated by IWAI.</p>  |

## **18 Additional Points**

- The field stations should be of compact design and vandalism resistant based on a design not attracting attention.
- The Service Provider should prepare benchmarks and levelling for all the 22 locations.
- The field stations should be capable to operate independent of environmental influences like vibrations caused due to vehicles / trains operation on bridges.
- The field stations should be built for long term maintenance free operation.
- The system should be designed for minimal/ none structure in the water and should be capable of full operation and provision of reliable data even in flood situations.
- The discharge monitoring stations should be capable of real-time measurement of flow velocity and level.
- The discharge monitoring stations should be capable of detecting flow direction and capable of operation in river sections of NW1 that are tide influenced.
- Hydraulic Modelling shall include bathymetric data and current /discharge.

## **19 Delivery Schedule**

The Contractor 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 Contractor 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 service provider shall complete installation and commissioning of the field systems and the central system at IWAI main office as required for data supply for all 22 locations within 150 days after getting clearance from the respective authorities / departments of the bridges/jetties. The Service provider shall commence supply of data from locations where the field systems become operational and the scope of data supply shall be extended progressively so as to ensure commencement of data supply from all 22 stations from the date of commissioning. The intended completion date is as per Delivery Schedule

| S. No.     | Items / Sub-items of Work   | Unit | Qty | Delivery Period  |
|------------|---|------|-----|--|
| <b>A</b>   | <b>Services for water level and discharge monitoring stations on river Ganga (NW – 1)</b>   |      |     |  |
| <b>A.1</b> | <b>Radar based Water level monitoring stations</b><br>Supply of Radar based water level monitoring stations, as per technical specification, with all necessary hardware and software.  | Nos  | 18  | 90 days from the date of issue of work order   |
| <b>A.2</b> | <b>Doppler Radar based discharge monitoring station.</b><br>Supply of Doppler Radar based discharge monitoring stations, as per technical specification, with all necessary hardware and software                                 | Nos  | 4   | 90 days from the date of issue of work order   |
| <b>A.3</b> | <b>Data Centre at IWAI Main Office, Noida, Uttar Pradesh.</b><br>Supply of Data Center at IWAI Main Office, Noida, Uttar Pradesh, as per technical specification, with all necessary hardware and software                        | Nos  | 1   | 90 days from the date of issue of work order   |
| <b>A.4</b> | <b>Radar based Water level monitoring stations</b><br>Installation, testing & commissioning of Radar based water level monitoring stations, as per technical specification, with all necessary hardware and software.             | Nos  | 18  | Within 150 days after getting clearance from the respective authorities / departments of the bridges/jetties       |
| <b>A.5</b> | <b>Doppler Radar based discharge monitoring station.</b><br>Installation , testing & commissioning of Doppler Radar based discharge monitoring stations, as per technical specification, with all necessary hardware and software | Nos  | 4   | Within 150 days after getting clearance from the respective authorities / departments of the bridges/jetties       |
| <b>A.6</b> | <b>Data Centre at IWAI Main Office, Noida, Uttar Pradesh.</b><br>Design & develop an error free (it should not give abrupt results and analyzed the   | Nos  | 1   | i. Design of customized web application in consultation/approval by IWAI within 150 days from issue of work order. |

|              |  |      |   |   |
|--------------|--|------|---|---|
|              | data as per scope of work), customized, secure web based GIS application suite that allows easy access to the IWAI officials. Different category of security & access of website for IWAI officials & Operator is to be made (In order to have proper security audit prior to uploading the software on the Hardware, relevant security audits have to be cleared & certificate from local authorised agencies of the country obtained. In India it would be CERT-in). |      |   | ii. Security Audit of Web application from CERT-IN Agency within 240 days of issue of work order.<br>iii. Developed web application is to be hosted on a server installed by the Contractor within 30 days of Security Audit.   |
| <b>A.7</b>   | <b>Training of the IWAI personnel (10 Nos.) on system operation and maintenance of field stations and Data Center for minimum 4 days at IWAI, Noida / Patna.</b>   | Nos  | 1 | Within one month of hosting of application on server.   |
| <b>A.8</b>   | <b>Training of the IWAI personnel (10 Nos.) on system operation and maintenance of field stations and Data Center for minimum 6 days at IWAI, Noida / Patna</b>  | Nos  | 1 | After 60 days of completion of 1 <sup>st</sup> training.  |
| <b>A.9</b>   | 5 years' Service period as per the Scope of Work   | Year | 5 | i. 5 years' Service period shall be from the date of commissioning of Individual field station & Noida.<br>ii. Services of 23 field stations including Noida will be extended till the completion of 5 years' service period of last station on same terms & conditions and rates. Payment will be made on pro rata basis for individual locations for the extended period. |
| <b>A.9.a</b> | Maintenance of water level & discharge monitoring stations on User-defined thresholds and limits for water level and discharge parameters / Station component failure / Communication errors   |      |   | Within 72 hours   |
| <b>A.9.b</b> | Reporting on the water level and discharge data from the stations  |      |   | Weekly  |
| <b>A.9.c</b> | Report on the data validation process and its outcome  |      |   | Quarterly   |
| <b>A.9.d</b> | a) 1D/2D/3D hydraulic model<br>b) Updation of model  |      |   | a) Within 08 months of commissioning of Control station.<br>b) Quarterly  |
| <b>A.9.e</b> | Technical expert   |      |   | Five years from the date of commissioning of Control station.<br>Absence of Technical Expert on working days will attract LD on pro-rata basis.   |
| <b>A.10</b>  | <b>Training of the IWAI personnel (10 Nos.) on system operation and maintenance of field stations and Data Center for minimum 6 days at IWAI, Noida / Patna</b>  | Nos  | 1 | Within 15 days after completion of 5 years' service period or extended period.  |

|             |   |  |     |  |
|-------------|---|--|-----|--|
| <b>A.11</b> | Transfer of all Hardware and Software in good working condition |  | All | Within 45 days after completion of 5 years' service period or extended period. |
|-------------|---|--|-----|--|

**Note 1: Bidder shall submit the technical brochure of the Automatic Water Level & Discharge Sensor unit to be installed on the bridges / jetties along with the bid. A layout sketch, design, fixing assembly, weight, color drawing of the proposed installation shall also be submitted to Authority.**

**Note 2: Bidder shall submit the detailed statement of all quoted hardware, software and services in comparison to the tender technical specifications.**

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## **Performance Specifications and Drawings**

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

### **Notes on Specifications**

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

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

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

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

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

### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

### **Notes on Drawings**

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

## **Part III – Conditions of Contract and Contract Forms**

## **Section VIII: Conditions of Contract**

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

## Section VIII -General Conditions of Contract

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## **Section VIII - General Conditions of Contract**

### **A. General Provisions**

#### **1.1 Definitions**

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

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

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

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

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

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

### **1.2.1** Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India, when

- (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or



- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**1.3 Language**

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

**1.4 Notices**

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

**1.5 Location**

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

**1.6 Authorized  
Representatives**

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

**1.7 Inspection and  
Audit by the  
Bank**

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

**1.8 Taxes and  
Duties**

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

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

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

### 2.2 Commencement of Services

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

**2.4.1 Value Engineering** Deleted.

### 2.5 Force Majeure

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Employer**

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

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

### **2.6.2 By the Service Provider**

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

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

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

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

#### **2.6.3 Suspension of Loan or Credit**

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

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

#### **2.6.4 Payment upon Termination**

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

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

### **3. Obligations of the Service Provider**

#### **3.1 General**

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

### 3.2 Conflict of Interests

#### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

#### 3.2.3 Prohibition of Conflicting Activities

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

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

### 3.3 Confidentiality

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

### 3.4 Insurance to be Taken Out by

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

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

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

**3.8.2 Correction for Over-payment**

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

**3.8.3 Lack of performance penalty**

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

**3.9 Performance Security**

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

**3.10 Fraud and Corruption**

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

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**3.11 Sustainable Procurement**

Deleted.

## **4. Service Provider's Personnel**

**4.1 Description of Personnel**

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

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

**4.2 Removal and/or Replacement of Personnel**

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

## **5. Obligations of the Employer**

**5.1 Assistance and Exemptions**

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

**5.2 Change in the Applicable Law**

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

**5.3 Services and Facilities**

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

## **6. Payments to the Service Provider**

**6.1 Lump-Sum Remuneration**

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



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

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

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

Where:

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

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

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

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

- 6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 6.7 Dayworks

- 6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.

## 7. Quality Control

### 7.1 Identifying Defects

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

Employer's responsibility as defined in the Contract Agreement.

**7.2 Correction of Defects, and Lack of Performance Penalty**

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

## **8. Settlement of Disputes**

**8.1 Amicable Settlement**

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

**8.2 Dispute Settlement**

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

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

8.2.3 The Adjudicator shall be paid at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

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

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

- 8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- (b) The Adjudicator should be in position before "notice to proceed with work" is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix I.
- (c) Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

# ATTACHMENT 1

## Fraud and Corruption

*(Text in this Attachment shall not be modified)*

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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



## Section IX - Special Conditions of Contract

| Number of<br>GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of<br>Contract  |
|-------------------------|--|
| <b>1.1(a)</b>           | The Adjudicator is _____   |
| <b>1.1(e)</b>           | The Contract name is _____.  |
| <b>1.1(h)</b>           | The Employer is <i>Inland Waterways Authority of India, Ministry of Shipping, Government of India</i>  |
| <b>1.1(m)</b>           | The Member in Charge is _____  |
| <b>1.1(p)</b>           | The Service Provider is _____  |
| <b>1.4</b>              | <p>The addresses are:</p> <p>Employer:     Inland Waterways Authority of India</p> <p>Attention:     _____</p> <p>Telex:           _____</p> <p>Facsimile:     _____</p> <p>Email:           vc.iwai@nic.in</p><br><p>Service Provider: _____</p> <p>Attention:     _____</p> <p>Telex:           _____</p> <p>Facsimile:     _____</p> <p>Email:           _____</p>  |
| <b>1.6</b>              | <p>The Authorized Representatives are:</p> <p>For the Employer:     _____</p> <p>For the Service Provider: _____</p>   |
| <b>2.1</b>              | <p>The date on which this Contract shall come into effect is <i>After signing of Contract</i>.</p> <p><i>[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4), etc.]</i></p> |
| <b>2.2.2</b>            | The Starting Date for the commencement of Services is as per Scope of Work.  |



| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract   |
|----------------------|--|
| 2.3                  | As per Scope of Work   |
| 2.6 (e)              | <p><b>New Clause</b></p> <p>Foreclosure of Contract in full or in part due to abandonment or reduction in scope of work</p> <p>If at any time after acceptance of the tender the authority decides abandon or reduce the scope of the works for reasons whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment to compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.</p> |
| 3.2.3                | <p>Activities prohibited after termination of this Contract are:</p> <p>a. Unauthorized sharing / distribution of collected data</p>   |
| 3.4                  | <p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle: <i>Not applicable</i>;</p> <p>(ii) Third Party liability <i>“in accordance with the applicable law in India”</i>;</p> <p>(iii) Employer’s liability and workers’ compensation <i>in accordance with the applicable law in India”</i>;</p> <p>(iv) Professional liability <i>limited to the value of contract</i>;</p> <p>(v) Loss or damage to equipment and property <i>limited to the value of contract</i>;</p>  |
| 3.5(d)               | <p>The other actions are</p> <p>a. Analysis of data.</p>   |
| 3.7                  | <p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>No data, analytics and report should be stored / used for any purpose without explicit permission of IWAI.</p>  |
| 3.8.1                | <p>a. If the contractor fails to complete any items of works as defined at SECTION-VII – Activity Schedule, Clause-19: Delivery Schedule (Scope of Work) within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of 1/2 % (half percent) per week or part of the week on pro rata basis subject to a maximum of 10% of the total value of the contract and the same will be</p>   |
| 3.8.3                |  |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract  |  |   |
|----------------------|---|--|---|
|                      | <p>deducted from the RA Bills for not adhere with the deliverable while executing work in services for 5 years.</p> <p>b. If the Contractor, having been notified, fails to remedy the defects (s) in accordance with the contract, the Authority may proceed to take such remedial action as may be necessary at the Contractor expense. The Contractor warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the Contractor under the contract.</p>   |  |   |
| 3.9                  | <p><b>New Clause</b></p> <p>Performance Security of 5% of the contract value should be submitted with 10 days of issue of letter of award for a period of 28 days more than the period of the defect liability (for repairs and replacements carried out by contractor).</p> <p><b>Security Deposit:</b> A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of work. Bank guarantee will not be accepted as security deposit.</p> <p>The performance security and security deposit would be released after successful completion of defect liability period.</p> |  |   |
| 5.1                  | <p>The assistance and exemptions provided to the Service Provider are:</p> <p>Facilitation for coordination / clearances form local authorities</p>   |  |   |
| 6.2                  | <p>The amount in Indian Rupees is _____ <i>[insert amount]</i>.</p>   |  |   |
| 6.3.2                | <p>The performance incentive paid to the Service Provider shall be: Not Applicable</p>  |  |   |
| 6.4                  | <p>The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.</p> <p>Payments shall be made according to the following stages on completion of works as per Scope of Work:</p>  |  |   |
|                      | Stage   | Description of Works   | Payment including GST (Part payment will be made for individual site & Noida location) as BOQ items |
|                      | (A)   | For Water Level, Discharge Monitoring Stations and Data Centre |   |

| Number of<br>GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |   |     |
|-------------------------|--|---|-----|
|                         | 1.   | Against Supply of Goods shall be released after 30 days of the successful Delivery of the instruments/Equipment as per Schedule of Requirements. For the equipment supplied at various locations, the supplier will furnish the invoice for supply of goods duly certified by the “Authority” authorized representative for supply of goods. The respective officer in charge of the authority or their representative would certify the delivery report within 30 days of completion of delivery | 25% |
|                         | 2.   | Against testing, commissioning and final acceptance. For the equipment tested & commissioned at various locations, the supplier will furnish the installation & commissioning report duly certified by the “Authority” authorized representative for installation & commissioning. The respective officer in charge of the authority or their representative would certify the installation & commissioning report within 30 days of completion of installation & commissioning.                  | 75% |
|                         | <b>(B)</b>   | <b>For five (05) years Services</b>   |     |
|                         | 1.   | 6 months after commissioning and final acceptance, services as per the scope of work & successful completion of training.   | 8%  |
|                         | 2.   | 12 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 3.   | 18 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 4.   | 24 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 5.   | 30 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 6.   | 36 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 7.   | 42 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 8.   | 48 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 9.   | 54 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |
|                         | 10.  | 60 months after commissioning and final acceptance, services as per the scope of work.  | 8%  |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract   |  |     |
|----------------------|--|--|-----|
|                      | 11.  | Transfer of all Hardware and Software in good working condition & successful completion of training. | 20% |
|                      |  |  |     |
|                      | <p>The supplier will furnish the invoice for as per Scope of Work and as per above payment stages. The respective Officer-in-Charge of the authority or their representative would certify the invoice within 15 days of receipt of invoice after checking the data.</p> <p>Payment on account for amount admissible shall be made by the E-I-C certifying the sum to which the Supplier is considered entitled by way of payment for the payment stages on completion of works as per Scope of Work after deducting there from the amount already paid and such other amount as may be withheld / deductible or recoverable in terms of the contract.</p> <p>All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.</p> <p><b>Note: All the payments shall be made by IWAI Noida.</b></p> <p>The “Authority” may terminate this contract at any time for unsatisfactory performance by the Contractor (s), for which “AUTHORITY” shall inform in writing and a proportionate amount, if any, shall be payable for that part of the supply only.</p> |  |     |
| <b>6.5</b>           | <p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate is 6.65% per annum.</p>  |  |     |
| <b>6.6.1</b>         | Price adjustment is <i><b>not to be applied</b></i> in accordance with Sub-Clause 6.6.   |  |     |
| <b>7.1</b>           | <p>The principle and modalities of inspection of the works by the Employer are as follows:</p> <ol style="list-style-type: none"> <li>The Engineer-in-charge or his representative may inspect , co-ordinate, and certify the work. He has the right to inspect at any time during the contract period for which contractor’s authorized agent shall be available at site during such inspection.</li> <li>Inspection of the works and data quality check may be carries out by the third party.</li> <li>Surveys in non-approachable areas are to be informed by the Contractor and joint inspection (Contractor's representative &amp; Engineer-In-Charge or his</li> </ol>  |  |     |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract  |
|----------------------|---|
|                      | <p>representative) will be held to confirm the non-approachable areas. Non-approachable areas are required to be photographed and a video is to be prepared.</p> <p>d. One copy of the Contract furnished to the successful Bidder as aforesaid shall be kept by the successful Bidder on each site in good order and the same shall at all reasonable time be available for inspection and use by the ‘IWAI’ or his representative or by other Inspecting officers of the IWAI.</p> <p>e. The contractor shall provide all assistance and adhere to the instruction of E.I.C/Engineer during the course of surveying, inspection, etc.</p> <p>f. Periodic inspection will be carried out by the EIC or his representative by suitable means. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally, all attempts should be made to have joint inspection and number of inspections be not less than three.</p> <p>g. The Defects Liability Period is 2 months from the date of submission of Final report, chart and data.</p>   |
| <b>8.2.3</b>         | <p>The agreed Adjudicator is _____(<i>insert name before signing contract</i>).</p> <p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator:<br/>[<i>insert daily fees [not less than Rs.10,000 per day] and reimbursable expenses – boarding/lodging/travel etc.</i>].</p>  |
| <b>8.2.4</b>         | <p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall</p> |

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

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

## **Appendices**

### **Appendix A - Description of the Services**

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

### **Appendix B - Schedule of Payments and Reporting Requirements**

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

### **Appendix C - Key Personnel and Subcontractors**

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

### **Appendix D—Breakdown of Contract Price in Foreign Currency(ies) – Not Applicable**

### **Appendix E - Breakdown of Contract Price in Indian Rupees**

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

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

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

### **Appendix F - Services and Facilities Provided by the Employer**



## **Appendix G - Performance Incentive Compensation Appendix – Not Applicable**

### **Performance Incentive Compensation Appendix Provisions**

#### **ARTICLE 1- GENERAL**

##### **1.1 Documents Comprising the Performance Incentive Compensation Appendix**

**The Performance Incentive Compensation Appendix** consists of:

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

#### **ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION**

##### **2.1 Performance Incentive Compensation Limits**

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

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

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

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

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

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

Where:

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

**PART B THE METHOD FOR CALCULATING THE COMPOSITE SCORE**

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

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

Where:

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

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

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

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

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

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

**Sample Incentive Compensation Chart**

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

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

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

## Performance Incentive Compensation Appendix

### Chart 1

#### Performance Incentive Obligations

Year [1]

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

**[Note: The chart is a sample only.]**

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

## Appendix H

**Salient Features of Labour & Environment Protection Laws<sup>1</sup>****SALIENT FEATURES OF SOME MAJOR LABOUR LAWS  
APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND  
OTHER CONSTRUCTION WORK**

- |   |  |
|---|--|
| <p>(a)</p> <p>(b)</p> <p>(c)</p> <p>(d)</p> <p>(e)</p> <p>(f)</p> | <p><u>Employees Compensation Act 1923</u>: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.</p> <p><u>Payment of Gratuity Act 1972</u>: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p><u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u>: The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <p>(i) Pension or family pension on retirement or death, as the case may be.</p> <p>(ii) Deposit linked insurance on the death in harness of the worker.</p> <p>(iii) Payment of P.F. accumulation on retirement/death etc.</p> <p><u>Maternity Benefit Act 1961</u>: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p><u>Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013</u>: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee</p> <p><u>Contract Labour (Regulation &amp; Abolition) Act 1970</u>: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.</p> |
|---|--|

<sup>1</sup>This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply. The term 'contractor' also means 'Service Provider' referred to at other places in this bidding document.

- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

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

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



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

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

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

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

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

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

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

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

29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

## Appendix I-Appointment of Adjudicator

### Suggested Draft of **Letter of Appointment of Adjudicators** in contracts

Sub: \_\_\_\_\_ (Name of the Contract)

#### To

Name and address of the Adjudicator

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

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

The Adjudicator shall visit the site once in 3 (three) months till the completion of the Services indicated above or as specifically requested by employer/service provider for the period upto the end of defects liability period with prior intimation to the employer and the service provider. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the employer and Name of the Service Provider*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.

The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Service Provider so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 7.1 of GCC/SCC is over.

The Adjudicator will be paid a fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs200 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Service Provider's share) to the Adjudicator within 30 days of the receipt of the bill. The Service Provider's share on this account (half the paid amount) will be recovered by the Employer from the Service Provider's bills for the Services.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of

emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

Procedures for resolution of disputes by the Adjudicator is described in the contract of \_\_\_\_\_ (name of the contract) between the employer and the Service Provider vide clause 8 of GCC/SCC. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

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

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

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

Read and Agreed

Name of Adjudicator  
Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Service Provider

Signature of authorized representative of Service Provider

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

## SUMMARY OF ADJUDICATOR’S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

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



## Sample Format of Adjudicator's Recommendation

### **[Project Name]** **Recommendation of Adjudicator**

Dispute No. XX [NAME OF DISPUTE]

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

#### **Dispute**

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

#### **Service Provider's Position**

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

#### **Employer's Position**

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

#### **Recommendation**

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

#### **Explanation**

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

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

Respectfully submitted,

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

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

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

## **Section X -Contract Forms**

### **Table of Forms**

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

## Notification of Award - Letter of Acceptance

*[letterhead paper of the Employer]*

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 45. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]*

*[date]*

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

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of Rs.....*[insert amount in numbers and words]*, as corrected and modified<sup>1</sup> in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

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

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

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

**or**

<sup>1</sup>Delete “as corrected and modified” if not applicable.

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

**or**

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

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

[OR]

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

*[Delete whatever is inapplicable]*

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

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

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

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

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

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

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*[Authorized Representative]*

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

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*[Authorized Representative]*

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

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

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*[name of member]*

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*[Authorized Representative]*

**Issue of Notice to proceed with the Services**

(letterhead of the Employer)

\_\_\_\_\_ (date)

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name and address of the Service Provider)

Dear Sirs:

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

Yours faithfully,

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



## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: \_\_\_\_\_ *[name of Employer]*

\_\_\_\_\_ *[address of Employer]*

WHEREAS \_\_\_\_\_ *[name and address of Service Provider<sup>2</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ *[insert date]* to execute \_\_\_\_\_ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>3</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Non-Consulting Services to be performed thereunder or of any of the Contract documents which may

<sup>2</sup>In the case of a JV, insert the name of the Joint Venture

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

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

This guarantee shall be valid until ..... (i.e.)<sup>4</sup>28 days after the expected completion date as described in the GCC, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>4</sup>The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of this paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to your written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: \_\_\_\_\_ *[name of Employer]*  
 \_\_\_\_\_ *[address of Employer]*  
 \_\_\_\_\_ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 6.4 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Service Provider<sup>5</sup>]* (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>6</sup>]* \_\_\_\_\_ *[in words]*.

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

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

<sup>5</sup>In the case of a JV, insert the name of the Joint Venture

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

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

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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

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