

**Bidding Document for**  
**Procurement of Equipment**  
**for**  
**Collection & Transportation of Solid & Liquid Waste**  
**at**  
**MMT Varanasi; MMT Sahibganj; MMT Haldia**  
**for**  
**“Capacity Augmentation of National Waterway-1.**  
**(River Ganga) Project”**  
**(Single Stage, Two Part Electronic Bidding)**

**NCB :- IN-IWAI-121793-GO-RFB**  
**December, 2021**



**Country: INDIA**

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Ports, Shipping and Waterways )  
, Government of India)

Head Office: A-13, Sector – 1, Noida - 201301

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*Tender document for Procurement of Equipment for collection & transportation of  
Solid, Liquid waste at IWAI's Terminal on NW-1*

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

PROJECT: *Capacity Augmentation of National Waterway – 1*

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

NAME OF WORK: *Procurement of Equipment for Collection & Transportation of Solid & Liquid Waste at MMT Varanasi; MMT Sahibganj; MMT Haldia for “Capacity Augmentation of National Waterway-1. (River Ganga) Project”*

(Single Stage, Two Part Electronic Bidding)

BID Reference : IN-IWAI-121793-GO-RFB

File Reference :-

PERIOD OF SALE OF BIDDING DOCUMENT	FROM date ( 03.12.2021 )
TIME AND DATE OF PRE-BID MEETING	DATE (13.12.2021) TIME 15.00 hr
LAST DATE AND TIME FOR RECEIPT OF BIDS	DATE ( 03.01.2022) TIME 15.00 hrs
* TIME AND DATE OF OPENING	DATE ( 03.01.2022 ) TIME 15.30 hrs Technical Part
. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.	
PLACE OF OPENING OF BIDS	IWAI , A-13 Sector-1 ; Noida
OFFICER INVITING BIDS :- <i>Project Director ( JMVP )</i> <i>Inland Waterways Authority of India,</i> <i>A – 13, Sector – 1,</i> <i>Noida – 201301, Uttar Pradesh – INDIA</i> Telephone No. : (91) 0120-2424544    Email. : <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a> ; <a href="mailto:rkant.iwai@nic.in">rkant.iwai@nic.in</a> ;	

*Tender document for Procurement of Equipment for collection & transportation of  
Solid, Liquid waste at IWAI's Terminal on NW-1*

**SECTION I****INVITATIONS FOR BIDS (IFB)****E-Procurement Notice****(Two Envelope Bidding Process with e-Procurement)****NATIONAL COMPETITIVE BIDDING****Contract Title: SUPPLY OF EQUIPMENT FOR COLLECTION & TRANSPORTATION OF SOLID & LIQUID WASTE AT MMT VARANASI, MMT SAHIBGANJ AND MMT HALDIA****(Two-Envelope Bidding Process with e-Procurement)****Loan No: 8752 – IN****Bid No.: IN -IWAI-121793-GO-RFB****Date: 02.12.2021****File no :- IWAI /WB / NW-1 / 14/03/2021**

1. The Government of India has received a Loan (8752-IN) from the World Bank towards the cost of Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas) project and it is intended that part of the proceeds will be applied to eligible payments under the contract *for Procurement of Equipment for Collection & Transportation of Solid & Liquid Waste at MMT Varanasi, MMT Sahibganj and MMT Haldia.*
2. The Inland Waterways Authority of India (*Purchaser*) now invites online bids from eligible bidders *for supply of Equipment for Collection & Transportation of Solid & Liquid Waste at MMT Varanasi, MMT Sahibganj and MMT Haldia* as listed below:

Sl. No.	Equipment	Total Qty	Qty. for MMT Varanasi	Qty. for MMT Sahibganj	Qty. for MMT Haldia	Delivery Period (days)
1	Truck Mounted Sewer Suction Machine of 6000 Lit	3 nos	1	1	1	90
2	Truck Mounted Oil Suction Machine of 2000 Lit	3 nos	1	1	1	90
3	Ride-on type Road Sweeping Machine with Hydraulic Drive Model	3 nos	1	1	1	90
4	Truck Mounted Refuse Compactor 7 m <sup>3</sup>	3 nos	1	1	1	90
5	Garbage Bins of 1100 Lit suitable for lifting by Garbage Tipper	6 nos	2	2	2	90
6	Garbage Bins suitable for lifting by Garbage Trippers of (2x60) Litre = ( 32 sets )	64 nos	16	24	24	90

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as

***Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1***

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

4. Bidding documents are available online on <https://eprocure.gov.in> and [www.iwai.nic.in](http://www.iwai.nic.in) (website) for a non-refundable fee as indicated below, in the form of Demand Draft/ Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Noida in favour of IWAI Fund (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in 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.

Price of Bidding Document	Rs 6000.00 ( non refundable)
Date of commencement of sale of bidding document	FROM date ( 03.12.2021 )
Date and Time for Pre-bid meeting	DATE (13.12.2021 ) TIME 15.00 hr
Last date & Time for Receipt of e-bids on the <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>	DATE ( 03.01.2022 ) TIME 15.00 hrs
Date & Time for Opening of e-bids ( Technical ) on the <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>	DATE ( 03.01.2022 ) TIME 15.30 hrs for Technical Part
Place for opening of e-bids	IWAI , A-13 Sector-1 ; Noida

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://eprocure.gov.in>.

A non-refundable fee of Rs. 6000/- Rs. six thousands only is required to be paid (to be submitted along with other documents listed in paragraph 7 below) before the opening of the bid i.e. **before 03.01.2022**. The mode of payment shall be in the form of DD drawn in favour of IWAI Fund on any scheduled Bank payable at Noida.

6. Bids security is not required - NIL

Bid Security is not required and instead bidders are required to submit the Bid Securing Declaration and the format for the same is attached with tender documents.

Bids must be submitted online on <https://eprocure.gov.in> (website) on or before the date and time for receipt of bids, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit

***Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1***

- (a) original demand drafts towards the cost of bid document
- (b) original Bid Securing Declaration in approved form and
- (c) original affidavit regarding correctness of information furnished with bid document with

***Vice Chairman & Project Director, JMVP, IWAI, A-13, Sector -1, Noida***

before the opening of the technical part of the Bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

Seal of Office & Address

***Inland Waterways Authority of India***

***Vice Chairman & Project Director, JMVP***

***A-13, Sector-1,***

***Noida, Gautam Buddha Nagar, UP - 201301***

***Telephone: (0120) 254404***

***Fax: (0120) 2543976***

***Email: vc@iwai.gov.in***

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## PART 1 – BIDDING PROCEDURES

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# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

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ABBREVIATIONS		
	GOI	Government of India
	MOS	Ministry of Shipping
	IWA1	Inland Waterways Authority of India
	WB	World Bank
	JMVP	Jal Marg Vikas Project
	PMU / PMC	Project Management Unit./ Project Management Consultant
	NW-1	National Waterways-1 ( River Ganga)
	CPPP	Central Public Procurement Portal.
	INR	Indian National Rupee
	NCB	National Competitive Bid.
	ICB	International Competitive Bid
	IFB	Invitation for Bid
	QC /QR	Qualifying Criteria / Qualifying Requirements
	ATO	Annual Turn Over
	NIT	Notice Inviting Tender
	LAD	Least Available Depth
	RFB	Request for Bid
	ITB	Instruction to Bidder
	BDS	Bid Data Sheet
	EMD	Earnest Money Deposit / Bid Security
	GCC	General Condition of Contract.
	PCC	Particular Condition of Contact.
	ESHS	Environment, Social, Health & Safety
	ESIA	Environment & Social Impact Assessment.
	MSIP	Management Strategies & Implementation Plan
	C-ESMP	Contractor's Environment & Social Management Plan.
	CPG	Contract Performance Guarantee
	JV	Joint Venture
	GBV	Gender Base Violence
	SEA	Sexual Exploitation and Abuse.
	DMP	Dredging Management Plan
	IHO	International Standard for Hydrographic Surveys
	OHSAS	Occupational Health & Safety Assessment Series
	EMS	Environmental Management System
	IADC	International Association of Dredging Companies
	SMC	Safety Management Certificate
	DOC	Document of Compliance
	GST	Goods & Service Tax
	BOCW	Building & Other Construction Worker
	CPI	Consumer Price Index
	WPI	Wholesale Price Index
	EIC	Engineer in charges
	TSSC	Technical Support & Supervisory Consultant.
	CSD	Cutter Suction Dredger

## Section I. Instructions to Bidders

### A. General

- |  |   |
|--|---|
| <b>1. Scope of Bid</b>                       | <p>1.1 The Purchaser <b>indicated in the Bidding Data Sheet (BDS)</b>, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are <b>specified in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if <b>specified in the BDS</b>, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>  |
| <b>2. Source of Funds</b>                    | <p>2.1 The Government of India (hereinafter called “Borrower”) <b>specified in the BDS</b> 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 <b>specified in BDS</b> toward the project <b>named in the BDS</b>. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p> <p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.</p> |
| <b>3. Corrupt &amp; Fraudulent Practices</b> | <p>3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall</p>  |

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

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - b. receives or has received any direct or indirect subsidy from another Bidder; or
  - c. has the same legal representative as another Bidder; or
  - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or
  - g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the

contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided

that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services**

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

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

**6. Sections of Bidding Documents**

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

### **PART 1 Bidding Procedures**

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

## PART 2 Supply Requirements

- Section VII. Schedule of Requirements

## PART 3 Contract

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

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

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

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

### 7. Clarification of Bidding Documents

7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

### 8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS**.

8.2 Any addendum thus issued shall be part of the Bidding

Documents and shall be deemed to have been communicated to all the bidders.

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

## **C. Preparation of Bids**

- |   |   |
|---|---|
| <b>9. Cost of Bidding</b>               | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.   |
| <b>10. Language of Bid</b>              | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.  |
| <b>11. Documents Comprising the Bid</b> | <p>11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>11.2 <b>The Technical Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;</li> <li>(b) Bid Security, in accordance with ITB Clause 19.1, if required;</li> <li>(c) Alternative bids – Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;</li> <li>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;</li> <li>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</li> <li>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> </ul> |



- (h) documentary evidence in accordance with ITB Clauses 16, that the Goods and Related Services conform to the Bidding Documents;
- (i) Manufacturer's authorization form; and
- (j) any other document **required in the BDS.**

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

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

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

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

## 12. Process of Bid Submission

12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1 Details and process of online submission of the tender and relevant documents are given in the website

mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website

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

submitted.

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| <b>13. Alternative Bids</b>         | 13.1 Unless otherwise <b>specified in the BDS</b> , alternative bids shall not be considered.  |
| <b>14. Bid Prices and Discounts</b> | <p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.</p> <p>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.</p> <p>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, <b>unless otherwise specified in the BDS</b>. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise <b>specified in the BDS</b>, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.</p> <p>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, <b>as specified in the BDS</b>.</p> <p>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms</p> |

offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) **For Goods:**
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all duties, and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any GST and other taxes which will be payable in India on the Goods, if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
  - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

#### 14.9 Deemed Export Benefits

Bidders may like to ascertain availability of tax/duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

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

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed

export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

**15. Currencies of Bid & Payment**

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

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

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

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

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

*Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1*

**of the Bidder**

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

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

**18 Period of  
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall

be the bid price adjusted by the factor **specified in the BDS** for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.

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

## 19 Bid Security

19.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as **specified in the BDS**.

19.2 Not used.

19.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Indian Rupees or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security **specified in the BDS**;
- (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.

19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.

19.6 The Bid Security of the successful Bidder shall be returned as

promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7 The Bid Security may be forfeited :

- (a) if a Bidder
  - (i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2; or
  - (ii) does not accept the correction of errors in pursuant to ITB 35, or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 43; or
  - (ii) furnish a Performance Security in accordance with ITB Clause 44.

19.8 Not used.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

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

## 20 Format and Signing of Bid

- 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.
- 20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the BDS** and shall be uploaded along with the bid.
- 20.3 Not used.
- 20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

## D. Online Submission of Bids

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| <b>21 Preparation of Bids</b>             | <p>21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC <b>specified in BDS</b>). 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 &amp; 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.</p> <p>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.</p> <p>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.</p> <p>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.</p> |
| <b>22 Deadline for Submission of Bids</b> | <p>22.1 Bids must be uploaded online no later than the date and time <b>specified in the BDS</b>.</p> <p>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>   |
| <b>23 Late Bids</b>                       | <p>23.1 The electronic bidding system would not allow any late submission of bids after due date &amp; time as per server time.</p>   |



**24 Withdrawal, Substitution, and Modification of Bids**

- 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.

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

**25 Public Opening of Technical Parts of Bids**

- 25.1. The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.
- In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.
- 25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are

opened at Bid opening shall be considered further for evaluation.

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

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| <b>26 Confidentiality</b>                     | <p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>  |
| <b>27 Clarification of Bids</b>               | <p>27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| <b>28 Deviations, Reservations, Omissions</b> | <p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</li> </ul>   |
| <b>29 Nonconformities, Errors and</b>         | <p>29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid which do</p>   |

**Omissions**

not constitute a material deviation, reservation or omission.

- 29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS.

**G. Evaluation of Technical Parts of Bids****30 Evaluation of Technical Parts**

- 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

**31 Determination of Responsiveness**

- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.
- 31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) If accepted, would
  - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

- 31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause

11 have been provided, and to determine the completeness of each document submitted.

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

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

## **32 Qualification of the Bidders**

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

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

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

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

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

## **33 Public Opening of Financial Parts**

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose

Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

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

33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of Financial Parts;
- (c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as **specified in the BDS**.

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

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

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

## I. Evaluation of Financial Parts of Bids

### 34 Evaluation of Financial Parts

- 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
  - (b) Not used;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) Not used;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
  - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- 34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.
- 34.4 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in India or goods of foreign origin already located in India, GST and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) Not used;
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used

shall be as specified in ITB 34.1 (f).

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| <b>35 Correction of Arithmetical Errors</b>                                  | 35.1 | The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.  |
| <b>36 Conversion to Single Currency</b>                                      | 36.1 | Not applicable.  |
| <b>37 Margin of Domestic Preference</b>                                      | 37.1 | Not applicable.  |
| <b>38 Comparison of Financial Parts</b>                                      | 38.1 | The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.   |
| <b>39 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 39.1 | The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

## J. Award of Contract

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| <b>40 Award Criteria</b>  | 40.1 | Subject to ITB 39.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.   |
| <b>41 Purchaser's Right to Vary Quantities at Time of Award</b> | 41.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| <b>42 Notification of Award</b>                                 | 42.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in   |

consideration of the supply of Goods (hereinafter called "the Contract Price").

42.2 At the same time the Purchaser shall publish in a National *Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1*

**Publication of Award**

website (GOI web site-<http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Purchaser's website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

**Recourse to Unsuccessful Bidders**

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

**43 Signing of Contract**

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

**44 Performance Security**

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



## SECTION II - BIDDING DATA SHEET

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Inland Waterways Authority of India, Ministry of Ports, Shipping & waterways , Government of India
ITB 1.1	<p>The name and identification number of the NCB is: Procurement of Equipment for Collection and Transportation of Solid &amp; Liquid Waste at MMT Varanasi, MMT Sahibganj and MMT Haldia.</p> <p>IN-IWAI-121793-GO-RFB</p> <p>The number, identification and names of the lots (contracts) comprising this NCB are: 01 Lot only</p>
ITB 1.2(a)	The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process.
ITB 2.1	The Borrower is Government of India Loan or Financing Agreement Amount: US\$ 375 Million
ITB 2.1	The name of the Project is: <b>Capacity Augmentation of National Waterway -1 (Jal Marg Vikas)</b>
ITB 4.1	Maximum number of members in the JV shall be three (03)
ITB 4.4	A list of firms debarred from participating in World Bank projects is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
ITB 6.3	<p><b>Tender Fees ... 6000.00 by way of Demand Draft or Bank Transfer.</b></p> <p><i>Advising Bank: CANARA BANK</i></p> <p><i>Bank Account no.: 87781010014534</i></p> <p><i>IFSC Code: CNRB0018778</i></p> <p><i>Name of beneficiary: IWAI FUND Jal Marg Vikas</i></p> <p><i>Branch name: Sector 18, NOIDA (Morna)</i></p> <p><i>Address: Sector 18, NOIDA (Morna) – 201301</i></p>

	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p><b>Electronic – Procurement System ..</b> The Purchaser shall use the following electronic-procurement system to manage this Bidding process:</p> <p><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p>
	<p><b>Pre-Bid Meeting:</b></p> <p><b>The Purchaser shall conduct a pre-bid meeting with the prospective bidders. The bidder or his authorized representative(s) are invited to attend the pre-bid meeting, which will take place at the below mentioned address on 13.12.2021 at 15.00 hours ( IST)</b></p> <p>The Project Management Unit  Address: A–13, Sector – 1  City: Noida, Gautam Buddha Nagar, Uttar Pradesh  ZIP Code: 201301  Country: India  Telephone: +91 12022424544  Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></p> <p>In the event of the specified date of pre-bid meeting being declared a holiday for the Purchaser, the meeting will be held at the appointed time and location on the next working day.</p>
	<p><b><u>For Clarification of bid purposes, may sent by e-mail to the tender inviting authority minimum three days in advance prior to date of pre-bid meeting.</u></b></p> <p><b><u>No further queries shall be entertained after the conclusion of the pre-bid discussions.</u></b></p> <p>Attention: Vice Chairman &amp; Project Director, - JMVP  Address: A–13, Sector – 1  City: Noida, Gautam Buddha Nagar, Uttar Pradesh  ZIP Code: 201301  Country: India  Telephone: +91 12022424544  Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></p>

<b>ITB 8.1</b>	<p>Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. The person attending the pre-bid conference should have valid authorization from the authorized signatory of the prospective bidder. The prospective bidders shall intimate the name of the representative(s) (not more than two from one organization) to the above e-mail address.</p> <p>The addendum will appear on the e-procurement system under <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and email notification is also automatically sent to those bidders who have started working on this tender.</p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	<p>The language of the bid is: <i>English</i></p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<b>ITB 11.2(j)</b>	<p>The Bidder shall submit the following additional documents in its bid – Technical part:</p> <ul style="list-style-type: none"> <li>• Mentioned in Section III Paragraph 3.2: ( documents in support of QR) 03.</li> </ul>
<b>ITB 11.3 (b)</b>	The following schedules shall be submitted with the bid: <b>Priced Bill of Quantities]</b>
<b>ITB 11.3(d)</b>	<p>The Bidder shall submit the SCANNED COPIES as .pdf following additional documents in its bid financial part: : <b><i>that must be submitted / upload with the Bid – Financial Part ( as .pdf)</i></b></p> <ol style="list-style-type: none"> <li><b><i>letter of Bid Financial Part.</i></b></li> <li><b><i>Price Schedule Forms –</i></b> <ul style="list-style-type: none"> <li><b><i>Price Schedule for Supply ( as per schedule of Requirements)</i></b></li> <li><b><i>Price Schedule : Goods Manufactured out side the Purchaser’s Country ( Already Imported)</i></b></li> <li><b><i>Price Schedule – Goods Manufactured in the Purchaser’s Country</i></b></li> <li><b><i>Price and completion schedule – Related Services</i></b></li> </ul> </li> </ol>
<b>ITB 12</b>	<p><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.</p>
<b>ITB 13.1</b>	Alternative Bids “shall not be” considered.

<b>ITB 14.5</b>	The prices quoted by the Bidder “shall not” be subject to adjustment during the performance of the Contract. If prices shall be adjustable, the methodology specified in Special Conditions of Contract will apply.	
<b>ITB 14.7</b>	The latest version of Incoterms edition shall be applicable.	
<b>ITB 14.8 (a) (iii)</b>	“Final destination (Project Site)”:	
	<b>MMT Varanasi</b>	: Inland Waterways Authority of India, IWT Terminal, Village – Ralhupur, P.O. Ramnagar, Distt. Varanasi, Uttar Pradesh – 221008
	<b>MMT Sahibganj</b>	: Inland Waterways Authority of India, IWT Terminal, Near Jamuni Railway Gate, Samdanala Village, Sakrigali, Kusum Ghat, Sahibganj, Jharkhand - 816115
	<b>MMT Haldia</b>	: Inland Waterways Authority of India, IWT Terminal, Adjacent to M/s UPL Limited, Patikhali, Durgachak, P.O. Haldia, District East Midnapore, West Bengal – 721602
<b>ITB 15.1</b>	The prices shall be quoted by the bidder in INR only	
<b>ITB 16.3</b>	For this purpose, the Bidder shall submit a Statement of Deviations and Exceptions to the provisions of Section VII Schedule of Requirements, along with the bid. Deviations and exceptions mentioned elsewhere in the Bid shall not be considered.	
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years	
<b>ITB 17.2 (b) (i)</b>	Manufacturer’s authorization is: <i>required as per proforma in Section IV.</i>	
<b>ITB 17.2 (b)iii</b>	After Sales service to be provided by the Supplier is:- “required”	
<b>ITB 18.1</b>	<b>The bid validity period shall be 120 days.</b>	
<b>ITB 18.3(a)</b>	The factor will be 4.8% per annum ( <i>equal to inflation figure</i> )	
<b>ITB 19.1</b>	No Bid Security is required and instead bidders are required to submit the Bid Securing Declaration as per the format provided in the Bid Documents. Bid shall include a Bid Security Bond included in Section IV Bidding Forms.	
<b>ITB 19.3</b>	The amount of the Bid Security shall be: Not Applicable	
<b>ITB 19.9</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of 03 years.	

<b>ITB 20.1</b>	<p>For submission of original documents, the Purchaser's address is:</p> <p><i>Attention:</i>  <i>Vice Chairman and Project Director, JMVP</i>  <i>Street Address: A-13,</i>  <i>Floor/ Room number: Sector-1,</i>  <i>City: Noida, Gautam Buddha Nagar, UP</i>  <i>PIN/Postal Code: 201301</i>  <i>Country: INDIA</i></p>
<b>ITB 20.1</b>	<p>The bidders shall submit the following '<b>Original Documents</b>' at the above address before the <b>deadline for opening of bids (i.e 03.01.2021 up to 03.00 PM)</b> either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive. The Bidder is solely responsible for to ensure submission of the requisite original documents before the stipulated time and date and the Purchaser will not be responsible for postal or courier delays.</p> <ul style="list-style-type: none"> <li>a) Tender Fees of Rs 6000/- in favour of IWAI FUND - NOIDA</li> <li>b) Original bid security Bond in prescribed format</li> <li>c) Original written confirmation authorizing the signatory of the Bid to demonstrate the authority of the signatory to sign the bid on behalf of the Bidder</li> <li>d) Original affidavit vouching for the correctness of the information furnished and documents uploaded on the Letter head of the firm;</li> </ul> <p>The above <b>Original Documents</b> should be inserted in an envelope and the envelope shall be sealed and addressed to the Purchaser at the address given below along with a Technical Proposal. ( one original) of the uploaded version.</p> <p>The envelope shall bear the following identification marks:</p> <p>Bid Reference No.: IN-IWAI-121793-GO-RFB  Name of Bid: Procurement of Equipment for Collection &amp; Transportation of Solid &amp; Liquid Waste at MMT Varanasi, MMT Sahibganj and MMT Haldia</p> <p><b>Addressed to the Purchaser:</b></p> <p><i>Attention: The Project Director, Project Management Unit CANW-1 Project,</i>  <i>Address: A-13, Sector – 1</i>  <i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh</i>  <i>ZIP Code: 201301 ; Country: India ; Telephone: +91 12022424544</i>  <i>Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></i></p> <p><b>Sender's ( bidder's) Name and address: .....</b></p> <p>If the above envelope containing the original documents is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or</p>

	premature opening of the envelope.
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney along with a Board Resolution, if applicable
	<b>D. Online Submission and Opening of Bids</b>
<b>ITB 21.1</b>	Class of DSC required is: II
	<p>The Bidders shall upload the bid, in accordance with ITB 11.1 on the e-Procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>, No other mode of submission is permitted. Telex, Cable or Facsimile Bids shall be rejected as non-responsive.</p> <p>Telex, Cable or Facsimile bids will be rejected as non-responsive. Bids submitted by any other means other than through e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) shall be rejected.</p> <p>After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.</p>
<b>ITB 22.1</b>	<p><b>The deadline for uploading of bids on the e-portal is:</b>  <b>Date: 03.01.2022 up to : 1500 Hrs IST</b></p> <p>Purchasers Address is:  Vice Chairman &amp; Project Director ( JMVP)  Inland Waterways Authority of India  Project Management Unit  Address: A-13, Sector – 1  City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301  Country: India  Telephone: +91 12022424544  mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a>  Telephone: +91 12022424544</p>
<b>ITB 23.1</b>	The e- Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be considered as acknowledgement of the bid submission. Any other system functionality shall be specified in the <b>BDS</b> .
<b>ITB 24.1</b>	Re-submission of the bid is “ <b>not allowed</b> ”, if withdrawn.
	<b>E. Public Opening of Technical Parts of Bids</b>
<b>ITB 25.1</b>	<p><b>The Opening of Technical parts of Bids shall be done on,</b>  <b>Date: 03.01.2022 Time: 15.30 Hrs IST</b></p> <p>Purchasers Address is:  Vice Chairman &amp; Project Director ( JMVP)</p>

	<p>Inland Waterways Authority of India  Project Management Unit , Address: A-13, Sector – 1  City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301  Country: India  Telephone: +91 12022424544  mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></p>
	<p><b>The Consultants “shall” have the option of submitting their Proposals electronically on CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b></p> <p><i>The electronic submission procedures shall be:</i></p> <p>The Bidder shall upload the bid on the e-Procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> following the system described below.</p> <ol style="list-style-type: none"> <li>1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the eprocurement / etender portal is a prerequisite for e-tendering.</li> <li>2. Bidder should do the enrollment in the eProcurement site using the <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide the correct / true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.</li> <li>3. Bidder need to login to the site thro’ their user ID / password chosen during enrollment / registration.</li> <li>4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Employer recognized by CCA India on eToken / SmartCard, should be registered.</li> <li>5. The DSC that is registered only, should be used by the bidder and should ensure safety of the same.</li> <li>6. Contractor / Bidder may go through the tenders published on the site and download the required tender documents / schedules for the tenders he / she is interested.</li> <li>7. After downloading / getting the tender document / schedules, the Bidder should go through’ them carefully and then submit the documents as asked.</li> <li>8. If there are any clarifications, this may be obtained online through’ the tender site, or thro’ the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.</li> <li>9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment / registration and then by giving the password of the eToken / SmartCard to access DSC.</li> <li>10. Bidder selects the tender which he/she is interested in by using the search option &amp;</li> </ol>

	<p>then moves it to the 'my favourites' folder.</p> <p>11. From my favourites folder, bidder can select the tender to view all the details indicated.</p> <p>12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.</p> <p>13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / xls / rar / jpg / dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.</p> <p>14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.</p> <p>15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.</p> <p>16. Bidder should submit the Tender document Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Employer within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.</p> <p>17. While submitting the bids online, the bidder reads the terms &amp; conditions and accepts the same to proceed further to submit the bid packets.</p> <p>18. The bidder has to select the payment option as offline to pay the TFEE / EMD as applicable and enter details of the instruments.</p> <p>19. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.</p> <p>20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.</p> <p>21. The bidder has to upload the relevant files required as indicated in the cover</p>
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	<p>content. In case of any irrelevant files, the bid will be rejected.</p> <p>22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified / replaced by the bidder, else the bid submitted is liable to be rejected for this tender.</p> <p>23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Employer (TIA) well before the bid submission end date &amp; time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.</p> <p>24. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.</p> <p>25. The bidder should ensure / see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely / liable to be rejected.</p> <p>26. The time settings fixed in the server side &amp; displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.</p> <p>27. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission &amp; not be viewable by any one until the time of bid opening.</p> <p>28. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.</p> <p>29. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.</p> <p>30. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.</p> <p>31. For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:</p> <p style="padding-left: 40px;">E mail:- mt.iwai@nic.in Web Site:- www.iwai.gov.in Tel. No. : 0120- 2544004, Fax No. – 0120-2543976</p> <p>In person: Shri. Shri Ashutosh Gautam, Deputy Project Director, JMVP</p>
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	Facsimile: +91 1202543976 E-mail: <a href="mailto:mt.iwai@nic.in">mt.iwai@nic.in</a> <b>In case of non-receipt of these original documents, the bid will be declared non-responsive.</b>
	<b>F. Evaluation of Bids – General Provisions</b>
<b>ITB 29.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. Not Applicable
<b>ITB 33.1</b>	Domestic preference “shall be” be a bid evaluation factor. as defined in Section III, Evaluation and Qualification Criteria. <i>The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</i>
	<b>H. Public Opening of Financial Parts of Bids</b>
<b>ITB 33.2 (c)</b>	Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.  The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: Project Management Unit , Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301 Country: India Telephone: +91 12022424544 mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a> Date: _____.05.2021 Time: 1500 hrs. IST
	<b>I. Evaluation and Comparison of Bids</b>
<b>ITB 34.1(a)</b>	Evaluation will be done for all the items as one lot  Bids will be evaluated lot by lot. Bidder should quote for the complete requirement for goods and services specified in each lot as stated in ITB clause 14.6 failing which such bids will be treated as non-responsive.
<b>ITB 34.3</b>	Bidders shall not be allowed to quote separate prices for one or more lots.
<b>ITB 34.5</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i>  (a) Deviation in Delivery schedule: Adjustment as referred to in paragraph 1(a) of Section III will be applied to the bid price for bids offering delivery

	<p>beyond the earliest delivery date (specified in Section VII - Schedule of Requirements) @ 0.5% per week or part of week. No credit will be given to deliveries before the earliest date and bids offering delivery after the final date (beyond 01 months) of stipulated delivery period will be treated as non-responsive.</p> <p>(b) Deviation in payment schedule: The SCC (Special Conditions of Contract) stipulates the payment schedule specified by the Purchaser. If the bid deviates from the schedule and if such deviation is considered acceptable, the bids will be evaluated by calculating interest earned for earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the interest rate of 8.65% per annum. [State Bank of India Bank PLR (Prime Lending rate) + 2%]</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: Not Applicable</p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: Not Applicable</p> <p>(e) the projected operating and maintenance costs during the life of the equipment: Not Applicable</p> <p>(f) the performance and productivity of the equipment offered: Not Applicable</p>
	<b>J. Award of Contract</b>
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be varied : +/- 15%  <i>Rounded off to the next higher number.</i></p>

\*\*\*\*\*

## SECTION III. EVALUATION AND QUALIFICATION CRITERIA

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

### TECHNICAL PART

#### 1. Qualification (ITB 32)

##### 1.1 Qualification Criteria (ITB 32.1)

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

A. If the Bidder is a manufacturer:

(a) Financial Capability

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

- i. The average annual turnover during the last 5 years (i.e. from 2015-16 to 2019-20 ) shall be minimum Rs. **4,90,54,500/-**.*
- ii. The bidder shall also submitted Solvency Certificate of minimum Rs. **1,63,51,500/-** from their bank (**The certificate shall not be more than 6 months old from the date of submission of date of submission**).*

(b) Experience and Technical Capacity

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

- i. Bidder should have experience of minimum 5 years (i.e. from 2015-16 to 2019-20 ) for manufacturing and supplying similar equipment (work order and client certificate to be submitted).*
- ii. The bidder should have supplied minimum 09 Nos. of each type of such equipment to Government Departments in last five financial years (work order and client certificate to be submitted).*

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- i. After sales service facilities and service center in any one state of Uttar Pradesh, Jharkhand and West Bengal.*

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(ii) *Ability of offered Sewer Suction Machine and Oil Suction Machine to lift sewage and oily bilge from a depth of minimum 12 meter.*

- (d) The Bidder must furnish details of supplies made by him in the last five years in proforma attached in Section IV

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form. Bidder shall demonstrate the criteria stated above viz,

(a) Financial Capability

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

- i. *The average annual turnover during the last 5 (i.e. from 2015-16 to 2019-20 )) shall be minimum Rs. 4,90,54,500/-.*
- ii. *The bidder shall also submitted Solvency Certificate of minimum Rs. 1,63,51,500/- from their bank (The certificate shall not be more than 6 months old from the date of submission of date of submission).*

(b) Experience and Technical Capacity

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

- i. *Bidder should have experience of minimum 5 years (i.e. from 2015-16 to 2019-20 ) for manufacturing and supplying similar equipment (work order and client certificate to be submitted).*
- ii. *The bidder should have supplied minimum 09 Nos. of each type of such equipment to Government Departments in last five financial years (work order and client certificate to be submitted).*

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

i. *After sales service facilities and service center in any one state of Uttar Pradesh, Jharkhand and West Bengal.*

(ii) *Ability of offered Sewer Suction Machine and Oil Suction Machine to lift sewage and oily bilge from a depth of minimum 12 meter.*

d. *The Bidder must furnish details of supplies made by him in the last five years.*

*e. Must have the valid authorization certificate from the manufacturers.*

## **FINANCIAL PART**

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

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

#### **3.1. Evaluation Criteria (ITB 34.5)**

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods 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, Schedule of requirements.*

*No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, 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, Schedule of requirements.*

- (b) Deviation in payment schedule.

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

**or**

(ii) *The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any*

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*earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 34.5).*

- (c) Cost of major replacement components, mandatory spare parts, and service: *Not Applicable*
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 34.5, if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs. .... Not Applicable
- (f) Performance and productivity of the equipment. ....Not Applicable
- (g) Specific additional criteria – Not Applicable

**3.2. Multiple Contracts (ITB 34.3) .... Not Applicable**

## SECTION IV – BIDDING FORMS

### Table of Forms

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## 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]*

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

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

1	Bidder's Legal Name	<i>[insert Bidder's legal name]</i>	
2	In case of JV, legal name of each party	<i>[insert legal name of each party in JV]</i>	
3	Bidder's actual or intended Country of Registration	<i>[insert actual or intended Country of Registration]</i>	
4	Bidder's Year of Registration	<i>[insert Bidder's year of registration]</i>	
5	Bidder's Legal Address in Country of Registration:	<i>[insert Bidder's legal address in country of registration]</i>	
6	Bidder's Authorized Representative Information	Name:	<i>[insert Authorized Representative's name]</i>
		Address:	<i>Representative's Address</i>
		Telephone/Fax numbers	<i>Representative's telephone/fax numbers</i>
		Email Address	<i>Representative's email address</i>
7	Attached are copies of original documents of	<div style="text-align: right;"><i>[check the box(es) of the attached original documents]</i></div> <div style="margin-top: 10px;"> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.         </div> <div style="margin-top: 10px;"> <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.         </div> <div style="margin-top: 10px;"> <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.         </div>	

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## Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

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

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

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

1	Bidder's Legal Name	<i>[insert Bidder's legal name]</i>	
2	JV partners , legal name	<i>[insert JV party legal name ]</i>	
3	JV's Party Country of Registration	<i>[insert JV's Party country of registration]</i>	
4	JV's Party Year of Registration:	<i>[insert JV's Part year of registration]</i>	
5	JV's Party Legal Address in Country of Registration	<i>[insert JV's Party legal address in country of registration]</i>	
6	JV's Party Authorized Representative Information	Name:	<i>[insert name of JV's Party authorized representative]</i>
		Address:	<i>address of JV's Party</i>
		Telephone/Fax numbers	<i>telephone/fax numbers of JV's Party</i>
		Email Address	<i>email address of JV's Party</i>
7	Attached are copies of original documents of	<p><i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</p>	

***Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1***

## 1A. LETTER OF BID – TECHNICAL PART

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

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

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

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

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

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

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser's country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:

*Equipment for Collection & Transportation of Solid & Liquid Waste at MMT Varanasi; MMT Sahibganj; MMT Haldia for "Capacity Augmentation of National Waterway-1. (River Ganga) Project"*

- (e) **Bid Validity Period:** Our Bid shall be valid for the period of ..... days as specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **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 13;
- (h) **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

*Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1*

ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (i) **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];*
- (j) **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;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **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.
- (m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

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

**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 a 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. The power of attorney shall be attached with the Bid Schedules.

## 1B. LETTER OF BID - FINANCIAL PART

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

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

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

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

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

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

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

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

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period of ..... days as specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (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) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is.....

*[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];*

In case of multiple lots, the total price of each lot is .....

*[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];*

In case of multiple lots, total price of all lots (sum of all lots)

*[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

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

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

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- (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 and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

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

**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 a 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. The power of attorney shall be attached with the Bid Schedules.

## Price Schedule Forms

### 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

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

Prices in Rs								Date: _____ NCB No: _____ Alternative No: _____ Page No _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item No	Description of Goods	Country of Origin	Delivery Date	Quantity and physical unit	Unit price EXW [including GST and other taxes if any]	Total EXW price per line item [including GST and other taxes if any] (Col. 5×6)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii))	GST and other taxes payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>		<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert GST and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price Rs	

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

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



## PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE THE PURCHASER'S COUNTRY, ALREADY IMPORTED

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15 is ( INR only)

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

CB No: \_\_\_\_\_

Alternative No: \_\_\_\_\_

Page N° \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8 (c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8 (c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8 (c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	GST and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8 (c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
1											
2											
3											
										Total Bid Price	

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

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## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB Sub-Clause 15 ( INR ONLY)				Date: _____ NCB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from within the Purchaser's Country % of Col. 5	GST and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8 (a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1			.						
2									
3									
								Total Price	

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

#### 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

Prices in Rs						Date: _____ NCB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)	
<i>[insert number of the Service ]</i>	<b><i>[insert name of Services after modifying as appropriate deleting inapplicable items from the following]</i></b>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>	
	<i>Furnishing of tools required for assembly and/or maintenance of the supplied Goods</i>						
	<i>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</i>						
Total Bid Price Rs							

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

## 5. Forms of Bid Securing Declaration

## Form of Bid-Securing Declaration

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the entity that invited Bids for the period of time of 3 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.]*

## 6. MANUFACTURER'S AUTHORIZATION

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

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

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

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

To: *[insert complete name of Purchaser]*

### WHEREAS

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

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

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

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

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

Title: *[insert title]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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

***Tender document for Procurement of Equipment for collection & transportation of Solid,  
Liquid waste at IWAI's Terminal on NW-1***

## 7. PROFORMA FOR PERFORMANCE STATEMENT (FOR MANUFACTURER)

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

**Performance Statement for a period of last Five (5) years i.e.**

**2015, 2016, 2017 2018, 2019, 2020 year wise**

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

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours

Name of the Firm \_\_\_\_\_

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
1	2	3	4	As per contract 5	Actual 6	7	8
Year - 2015							
Year – 2016							
Year – 2017							
Year – 2018							
Year – 2019							
Year – 2020							

Signature and seal of the Bidder \_\_\_\_\_  
\_\_\_\_\_

***Tender document for Procurement of Equipment for collection & transportation of Solid,  
Liquid waste at IWAI's Terminal on NW-1***

# PROFORMA FOR PERFORMANCE STATEMENT (FOR BIDDER AS AUTHORIZED REPRESENTATIVE)

[Please see ITB Clause 34.3.2 and Section III-  
Evaluation and Qualification Criteria]

**Performance Statement for a period of last Five (5) years i.e.**

**2015, 2016, 2017 2018, 2019, 2020 year wise**

ICB No. \_\_\_\_\_

Date of opening .....

Name of the Firm \_\_\_\_\_

<u>Order placed by (full address of Purchaser) and contact details (e- mail and phone no.)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>	<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning to the satisfaction of purchaser?</u>
1	2	3	4	5	6	7
Year - 2015						
Year – 2016						
Year – 2017						
Year – 2018						
Year – 2019						
Year – 2020						

Signature and seal of the Bidder \_\_\_\_\_

***Tender document for Procurement of Equipment for collection & transportation of Solid,  
Liquid waste at IWAI's Terminal on NW-1***

## 8. DECLARATION FOR CLAIMING TAX/ DUTY EXEMPTION<sup>1</sup>

(Name of the Project)

Bid No. ....

Description of item to be supplied .....

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

**(Bidder's Name and Address):**

**To**

**(Name of Purchaser)**

.....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.
  - (i) Ex-factory price per unit on which the tax/duty is payable: \*Rs. \_\_\_\_\_
  - (ii) No of Units to be supplied: \_\_\_\_\_
  - (iii) Total cost on which the tax/duty is payable (Rs.) -----

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

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

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

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

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

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

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<sup>1</sup> This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.



## SECTION V. – ELIGIBLE COUNTRIES

### Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

## SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>2</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>3</sup>
  - ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>4</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>5</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>6</sup>

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<sup>2</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>3</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>4</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

<sup>5</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>6</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (v) "obstructive practice" is:
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare mis procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>7</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>8</sup>;
  - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the

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<sup>7</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>8</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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

## **PART 2 - SUPPLY REQUIREMENTS**

### **SECTION VII – SCHEDULE OF REQUIREMENTS**

#### **Contents**

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## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW—that “delivery” takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

S No.	Brief Description	Unit	Quantity	Delivery Schedule	Bid Security in
1	Truck Mounted Sewer Suction Machine	Nos.	03	Delivery in 90 days from the date of contract award at MMT Varanasi, MMT Sahibganj and MMT Haldia	0/-
2	Truck Mounted Oil Suction Machine	Nos.	03		
3	Ride-on Type Road Sweeping Machine	Nos.	03		
4	Truck Mounted Refuse Compactor	Nos.	03		
5	Garbage Bins suitable for lifting by Garbage Tippers of 1100 Litre	Nos.	06		
6	Garbage Bins suitable for lifting by Garbage Tippers for (2X60) Litre	Nos.	64 (32 Set)		

## 1. LIST OF GOODS AND DELIVERY SCHEDULE

Line Item No	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery Date	Bid Security in Indian Rupees <sup>9</sup>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>		
1	Truck Mounted Sewer Suction Machine	01	No.	MMT Varanasi	90 days	120 days		0/-
2	Truck Mounted Oil Suction Machine	01	No.	MMT Varanasi	90 days	120 days		
3	Ride-on Type Road Sweeping Machine	01	No.	MMT Varanasi	90 days	120 days		
4	Truck Mounted Refuse Compactor	01	No.	MMT Varanasi	90 days	120 days		
5	Garbage Bins suitable for lifting by Garbage Tippers of 1100 Litre	02	Nos.	MMT Varanasi	90 days	120 days		
6	Garbage Bins suitable for lifting by Garbage Tippers for (60) Litre	16	Nos.	MMT Varanasi	90 days	120 days		
7	Truck Mounted Sewer Suction Machine	01	No.	MMT Sahibganj	90 days	120 days		

<sup>9</sup> Bid security listed here must be the same as provided under ITB/BDS 19.1.

8	Truck Mounted Oil Suction Machine	01	No.	MMT Sahibganj	90 days	120 days		
9	Ride-on Type Road Sweeping Machine	01	No.	MMT Sahibganj	90 days	120 days		
10	Truck Mounted Refuse Compactor	01	No.	MMT Sahibganj	90 days	120 days		
11	Garbage Bins suitable for lifting by Garbage Tippers of 1100 Litre	02	Nos.	MMT Sahibganj	90 days	120 days		
12	Garbage Bins suitable for lifting by Garbage Tippers for (60) Litre	24	Nos.	MMT Sahibganj	90 days	120 days		
13	Truck Mounted Sewer Suction Machine	01	No.	MMT Haldia	90 days	120 days		
14	Truck Mounted Oil Suction Machine	01	No.	MMT Haldia	90 days	120 days		
15	Ride-on Type Road Sweeping Machine	01	No.	MMT Haldia	90 days	120 days		
16	Truck Mounted Refuse Compactor	01	No.	MMT Haldia	90 days	120 days		
17	Garbage Bins suitable for lifting by Garbage Tippers of 1100 Litre	02	Nos.	MMT Haldia	90 days	120 days		
18	Garbage Bins suitable for lifting by Garbage Tippers for (60) Litre	24	Nos.	MMT Haldia	90 days	120 days		

***[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]***



## 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

Service	Description of Service	Quantity (for supplied equipment)	Physical Unit (for supplied equipment)	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services] [Insert after modifying as appropriate deleting inapplicable items from the following:]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
	<i>Furnishing of tools required for assembly and/or maintenance of the supplied Goods</i>	01	Tool Kit for Each equipment	At MMT Varanasi At MMT Sahibganj At MMT Haldia	On delivery of equipment
	<i>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</i>	01 unit 01 unit 01 unit		At MMT Varanasi At MMT Sahibganj At MMT Haldia	On delivery of equipment

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

## **(SECTION-V)**

### **TECHNICAL SPECIFICATIONS**

#### **Technical Specifications**

##### **CONTENTS**

- 1. GENERAL
  - 1.1 INTENT
  - 1.2 OBJECTIVES FOR AN OPTIMUM DESIGN & CONSTRUCTION
  - 1.3 APPROXIMATE PRINCIPAL DIMENSION AND OTHER PARTICULARS
  - 1.4 CLASSIFICATION
  - 1.5 REGISTRATION
  - 1.6 TRIM & STABILITY
  - 1.7 DRAWINGS

### 3. TECHNICAL SPECIFICATIONS

#### 1. GENERAL SCOPE

1.1 Supply of machines/equipment for the period of 1 year. They should also ensure availability of quality spares and prompt service throughout the life of machines. Following Equipment are required: -

##### **For Solid Waste: -**

- a. Truck Mounted Refuse Compactor 7 Cum with Universal Bin Lifter and Bin Cart mounted on 11-12T GVW truck chasis or atleast equivalent – 03 Nos. (01 No. for each terminal)
- b. 1100 litre MS Bin or atleast equivalent – 06 Nos. for all three terminals (02 Nos. each terminal),
- c. 60 litre twin bin (2X60=120 litre) with stand or atleast equivalent – 64 Nos. (32 pair) for Building, internal road area and jetty (16 Nos. for Varanasi MMT, 24 Nos. for Sahibganj MMT and 24 Nos. for Haldia MMT).

##### **For Road & Terminal Sweeping: -**

- a. Ride-on Type Road Sweeping Machine or atleast equivalent – 03 Nos.

##### **For Sewer Cleaning/Oil Spillage:-**

- a. Truck Mounted Sewer Suction Machine 6000 litre on 11-12 T GVW Truck Chassis capable of 12m vertical suction or atleast equivalent – 03 Nos. (01 No. for each terminal)
- b. Truck Mounted Oil Suction Machine 2000 litre on 4-5 Ton GWV Vehicle Chassis capable of 12m vertical suction or atleast equivalent – 03 Nos. (01 No. for each terminal)

1.2 Machines should be supplied as per the specification provided in this tender document. All necessary precaution for safety, environmental and social safeguards in accordance with applicable norms and guidelines shall be the responsibility of the Bidder.

1.3 No work shall proceed or permitted without the written approval of the IWAI

1.4 The bidder shall not display or exhibit any picture/poster or any other article on any part of the Machine that are repugnant to the general standards of morality and should be in accordance and compliance with the applicable rules and regulations that govern this sector. The decision of IWAI in this regard shall be conclusive and binding on the Bidder.

#### 2.1 SCOPE – SUPPLY & COMMISSIONING

2.2 Warranty of machines/equipment for the period of 1 year.

2.3 The bidder shall carry out the supply and commissioning in a safe and responsible manner without any inconvenience or danger to the public.

***Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1***

2.4 The Vendor shall provide a preliminary description of the proposed procurement method and schedule, as necessary.

2.5 General arrangement drawing of the machines, specifications offered (which should either meet or exceed tender specifications) clearly stating the make and model of the Machines should be enclosed.

2.6 The supply to be completed within 90 days from the date of award of contract.

2.7 The local Registration of the equipment should be obtained for respective locations and its Insurance along with all the mandatory tests and certificates are to be taken and completed in the name of IWAI.

2.8 All the machines should be painted with reflectors and the name of the client organization (Inland Waterways Authority of India) shall be painted on each machinery.

2.9 The colour of all the machineries should be as per specifications.

***Make in India items shall only be preferred.***

## **TECHNICAL SPECIFICATION**

### **A. FOR SOLID WASTE MANAGEMENT**

#### **ITEM NO. 1.0: TECHNICAL SPECIFICATION OF 7 CUBIC METER CAPACITY REFUSE COMPACTOR VEHICLE WITH AUTOMATIC COMPACTION CYCLE.**

##### **SPECIFICATION OF REFUSE COMPACTOR VEHICLE (RCV)**

*The Refuse Compactor Vehicle should be easy to handle and with maximum safety. The RCV should be capable of automatic operation of the Compaction Cycle. The automatic continuous compaction operation is started by pushing a green colored electric push button. The Compaction cycle incorporating the moment of packer plate and carrier plate should operate continuously without the need to operate any push button or hand lever, until the compaction cycle is switched off by pushing a red colored push button. Optional hand lever arrangement for manual operation of Compaction Cycle to be also provided. The Tailgate loading height should not be more than 1.2 Meters from the ground level.*

*The RCV Container Volume would be 7M<sup>3</sup>. The Tailgate hopper volume will be minimum 1.1 Cubic Meter. The Compaction operation should be able to operate during the travel of the truck.*

##### **REFUSE COLLECTION BODY**

*The refuse collection body should be of 7 m<sup>3</sup> Volume and be in torsion-free steel construction.*

*Roof panel thickness – Minimum 3 mm*

*Side Panel thickness – Minimum 4 mm*

*Floor thickness – Minimum 4 mm*

*The tailgate bearing and automatic tailgate locking should be integrated into the rear frame of the body.*

*The Ejection Plate should run on synthetic guide blocks within the lateral longitudinal guides of the boat-type bottom group of the refuse collection body and must be operated by a telescopic hydraulic ram. A hydraulic control unit will regulate the withdrawal of the ejection panel during the loading process, so that the compaction is optimised.*

*It must serve during loading as a resistance for the refuse compaction process.*

##### **TAILGATE**

*The tailgate shall unlock automatically and raise to permit ejection of refuse from RCV hopper when hydraulic valve is actuated. There should be automatic locking arrangement between tailgate and RCV hopper body. This locking system should be completely leak proof between tailgate and refuse collection body by using double rubber lip seal.*

*The Tailgate hopper shall have a Volume of minimum 1.1m<sup>3</sup>.*

*Slide plate – The Slide Plate should be actuated by 2 Hydraulic Cylinders and must run on suitable number of sliding blocks. Material of construction –High tensile steel ST-52.*

*Packer Plate – The Packer Plate should be actuated by 2 Hydraulic Cylinders.*

### **TAILGATE HOPPER**

*Material of construction – DOMEX / HARDOX Steel*

### **HYDRAULIC SYSTEM**

*The RCV shall be equipped with following hydraulic system:*

#### **Hydraulic Pump**

*High Performance, fixed displacement, pin vane design Pump, best suited for mobile application, supplying the pressurized hydraulic oil for telescopic cylinder of Ejection panel, tailgate lifting and closing, bin lifting and tilting, continuous operation of sliding plate and packer plate.*

*All hydraulic functions are achieved by the below major components:*

- i. Electro-pneumatic & hand operated mobile control valves with integral load holding check valves to prevent reverse flow through valve when shifting with fast response time (6-8 milliseconds) and low power consumption (10 Watt).*
- ii. Electro Pneumatic mobile control Pressure Sensing Sequence Valves functioning as a pressure signaled, remote pilot operated two way valve, which operate the automatic compaction cycle by sequencing the continuous operation of the sliding plate and packer plate automatically at present hydraulic pressures.*
- iii. Over center valve creating a back pressure to prevent the load from free falling or over-run during lowering.*
- iv. 7 Hydraulic Cylinders shall be installed covering following operation*
  - 1 three-stage telescopic ram, double-acting for the ejection panel.*
  - 2 hydraulic rams, double-acting for the slide plate*
  - Double acting Slide-cylinders (for compacting) shall be located outside of the sidewalls.*
  - The cylinders are mounted in pushing position.*
  - 2 hydraulic rams, double-acting for the packer plate*
  - 2 hydraulic rams, double-acting for the tailgate*
  - (lifting / lowering and automatic locking)*

*All Cylinders should be of reputed make:- WIPRO / DANTAL / CANARA*

*The Automatic compaction operation is started by pushing a green colored electric push button. The Compaction Mechanism shall operate continuously till switched off by pushing a red colored push button. The continuous operation of the compaction cycle is to be achieved with the help of pressure sensing sequence valves in the hydraulic circuit.*

*Emergency electric stop push buttons are provided on both sides of the Tailgate for safety of working staff. Working light, Rotating Beacon light, Backing light, Stop light, Direction indicator, Number Plate light and emergency stop provisions to be provided in the RCV.*

### **GARBAGE LOADING SYSTEM / DEVICES**

*The equipment can be provided with following optional attachments for unloading the garbage into the tailgate hopper.*

#### **UNIVERSAL BIN LIFTER**

*The Universal Bin Lifter is capable of directly lifting and emptying the garbage from a DIN Standard Bin of 1100 Ltrs. and 660 Ltrs. capacity into the tailgate hopper. The Bin Lifter is also capable of lifting and emptying the garbage simultaneously from 2 Nos. DIN Standard Bins of upto 240 Ltrs. Capacity.*

*The Bin Lifter shall be provided with 4 hydraulic cylinders i.e. 2 cylinders for leveling and lifting the Bin and 2 cylinders for tipping operations. The total number of hydraulic cylinder in the equipment fitted with Universal Bin Lifter shall be 11 Nos.*

#### **BIN CART MECHANISM**

*The equipment can be provided with a Bin Cart Mechanism suitable for receiving garbage from Hand Cart (wheelbarrow), Cycle Rickshaw, etc. The garbage brought through Hand Cart/Cycle Rickshaw etc. can be unloaded manually into the Bin Cart which is designed to empty garbage into the tail gate hopper by hydraulically tipping of the Bin Cart assembly. Bin Cart assembly fits into the tail gate assembly properly during travel of the Refuse Compactor to the dumping ground.*

*The equipment can be offered with any one of the above options depending upon the clients' requirement and operating conditions at site.*

### **SAFETY FEATURES**

*Hose burst valve should be fitted to the system to prevent the tailgate descending in the event of the hydraulic failure. Emergency stop switch should be provided to stop all the operation instantaneously in case of emergency. The switch should be provided on either side of the vehicle. This is a statutory safety requirement for Operators / Public. There should be a body prop provided on the tailgate to hold the tailgate in the open position for safety of workshop personnel when entering the body for maintenance or repair.*

### **PAINTING**

*The entire unit should be painted with two coats of superior quality anti-corrosive primer with two coats of approved quality paint to ensure long lasting, resistance to rust, weathering and breakage. The color shade should be purchaser's choice selected from the standard colors offered by the supplier.*

**COLOUR**      *For Chassis Cabin – As per Chassis manufacturer. Preferably white  
For Equipment - Golden Yellow*

### **TRUCK CHASSIS**

*The equipment is to be offered fully built on 11~12 Ton GVW, wheel base 4200 mm (min) truck chassis with Non Sleeper's Driver's Cabin and PTO.*

***Tender document for Procurement of Equipment for collection & transportation of Solid,  
Liquid waste at IWAI's Terminal on NW-1***





## **ITEM 2.0: TECHNICAL SPECIFICATION OF METALLIC GARBAGE COLLECTION CLOSED CONTAINERS ( 1.1 CU.M. VOLUME)**

*Steel Garbage Containers for waste collection shall be provided with 4 Castor Wheels with Blocking System. The Garbage Collection Containers shall be of 1100 Ltrs Volume. These shall be closed type hygienic Containers. The Container construction shall be of Pressed Steel Sections for ensuring adequate structural strength required for handling with the Compactor Bin Lifter. Also, Container shall be designed to be lightweight and with facility to be easily handled by two Bin Handlers.*

**1.0 VOLUME : 1100 Ltrs. (1.1 m<sup>3</sup>)**

**2.0 BASE MATERIAL - Steel**

- *Body : Steel*
- *Lid : Steel*
- *Dead weight : 115 kgs (Approx.)*
- *Load capacity : 600 kgs (Approx.)*
- *Plate Thickness : 1.6mm MS Plate*

**3.0 STANDARD CONTAINER SHALL HAVE:**

- *Four heavy duty swivel castors (3600 turning)*
- *Handles on body*
- *Handle on the lid*
- *Painted Green for Biodegradable / Blue for Bio-Nondegradable as per requirement.*

## **ITEM 3.0: Stainless Steel Garbage Bins with stand 120 liters (2 X 60 liters) QTY –32 pairs**

*Bins shall be made up of high grade stainless steel, protects rusting due to moisture and other harmful chemicals. Long life. Tilttable for easy empty of bin. Protects against fire. Made in India items shall only be preferred.*

**B. For Road Sweeping:-****ITEM NO. 4.0 : RIDE-ON TYPE ROAD SWEEPING MACHINE WITH CONTAINER CAPACITY OF MIN. 750 L**

<i>S. NO.</i>	<i>Description</i>	<i>Specification</i>
1.	Application	Cleaning of Municipal Roads, Parking Areas and other paved Areas.
2	Type	Ride on
3.	Engine	
3.1	Power	Min 70 H.P.
3.2	No. of Cylinders	Min 4
3.3	Engine Cooling	Water Cooled
3.4	Battery	12 V, 100 Ah
4	Frame	
4.1	Material of construction	High Tensile Steel
5	Sweeping System	One main brush with One / Two side brushes.
5.1	Main Broom (Dia / length / Quantity)	Diameter 400 mm, Length 1270 mm, 1 No.
5.2	Side Brushes	Diameter 600 mm – 2 Nos.
5.3	Cleaning width with Main Broom and Two Side Brushes	2000 mm, with main broom & Two side brushes.
5.4	Operation of brushes	Through individual variable speed hydraulic motors using power from hydraulic pump. All the brush operations are controlled from the Drivers cabin.
5.5	Sweeping Speed	0-8 Km /Hr
6	Drive System	
6.1	Drive of Sweeping machine	Hydraulic Motor
6.2	Tipping	Hydraulic
7	Hopper	
7.1	Volume	Mini 750 L )
7.2	Dumping Height	1650 mm
7.3	Tipping Operation	Hydraulic Actuated discharge door locking/unlocking, door lifting /lowering and tipping.
8	Suction System	

***Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1***

8.1	<i>Fan Centrifugal</i>	<i>Centrifugal Blower</i>
9	<i>Dust Control System</i>	<i>The air borne dust in the dust hopper is sucked through a blower and is filtered through washable pleated filters and clean air is exhausted in to the atmosphere.</i>
9.1	<i>Filter type</i>	<i>Imported Pleated washable coated filter.</i>
9.2	<i>Filter Cleaning</i>	<i>Reverse compressed air jet purging</i>
10	<i>Indicators in Panel</i>	
10.1	<i>Engine Oil pressure</i>	<i>Required</i>
10.2	<i>Engine Cooling liquid temperature</i>	<i>Required</i>
10.3	<i>Fuel Gauge</i>	<i>Required</i>
10.4	<i>Operating hour meter</i>	<i>Required</i>
11	<i>Painting</i>	<i>Automotive paint</i>
12	<i>Cabin</i>	<i>An All weather Driver's Cabin with excellent operator visibility. Air conditioning available as an optional cost.</i>
13	<i>Steering</i>	<i>Rear Wheel steered hydraulically</i>
14	<i>Braking System</i>	
14.1	<i>Main Brakes</i>	<i>Front Wheel:- Hydraulic actuated Braking shoe on brake drum Rear wheel:- Hydrostatic braking</i>
14.2	<i>Parking Brakes</i>	<i>Provided</i>
15	<i>Overall Dimension</i>	
	<i>Length</i>	<i>3100 mm</i>
	<i>Width</i>	<i>2000 mm</i>
	<i>Weight</i>	<i>3600 Kgs.</i>
16	<i>Salient Features</i>	
	<p><i>1) Machine capable to undertake dry sweeping without necessity to spray water as pleated fabric bag filters are provided with continuous cleaning arrangement in machine.</i></p> <p><i>2) Machine Powered with an Indian diesel engine, and incorporating latest international - electro-hydraulic systems.</i></p> <p><i>3) Mechanical Sweeping by brushes.</i></p> <p><i>4) Rugged machine, specially designed for high ambient temperature and heavy dust loads prevalent in India.</i></p>	
17	<i>Golden Yellow</i>	

## **C. FOR SEWER CLEANING/OIL SPILLAGE:-**

### **ITEM NO. 5.0: TRUCK MOUNTED SEWER SUCTION MACHINE 6000 LITERS ON 11-12 T GVW TRUCK CHASSIS**

#### **1.0 GENERAL**

*The equipment is a Truck Mounted Mobile Unit suitable for suctioning the Sludge / slurry from sewer manholes, gully pits, septic tanks etc. by Vacuum Suction System and discharging the collected sludge by Hydraulic Tipping of the Tank, alternatively through Blow-back Arrangement.*

#### **2.0 SYSTEM DESCRIPTION**

*The Suction Unit mounted on vehicle comprises of the following:*

- *Drive System*
- *Tank*
- *Exhauster / Compressor*
- *Accessories*

#### **2.1 Drive System**

*The Engine of the Truck Chassis is utilized to drive the vacuum pump through a suitable drive arrangement. The Hydraulic pump is driven through the side PTO of the truck gear box.*

*The changeover of the PTO unit for individual drive is from driver's cabin.*

#### **2.2 Tank**

*The cylindrical tank and Dish ends are fabricated out of MS Plates conforming to IS: 2062 grade. The tank has a capacity of 6000 Ltrs. The tank is mounted on an appropriate sub-frame, which in turn is bolted to the truck chassis.*

*The tank has Blow – Back arrangement for discharge of material from the sludge tank using the Exhauster / Compressor in compressor mode. The Blow-back Arrangement is more hygienic and cleaner way of evacuating the sludge from the tank by pressurizing the tank when the exhauster compressor is run in compressor mode.*

*The tank also has arrangement for hydraulic tipping for discharge of material from the sludge tank. The rear door of the sludge tank is fitted with hydraulic cylinders for opening and closing of the door. Adequate sealing and locking arrangement is provided to render the door leak proof. Further, necessary arrangement for filling and draining the fresh water compartment is provided. A filter is provided in the inlet of the fresh water tank.*

*The Level Indicator made of thick transparent acrylic tubing is provided on both fresh water and sludge compartments in positions convenient for the operator to view.*

The tank exterior is spray painted with a coat of superior quality anti-corrosive primer and two coats of enamel paint of reputed make. The tank interior is coated with two coats of anti-corrosive epoxy paint.

### 2.3 Vacuum Pump

The Vacuum Pump System incorporates Vacuum Pump with an automatic lubrication system and with water-cooling system having free air handing capacity of minimum 1200 M3/Hr. (20,000 LPM) and capable of developing maximum vacuum upto 8000 mm WG (water column) during suction, pressure of upto 2.5 bar (abs).

The unit is utilized for operating under vacuum for suctioning sludge through a 3~4 inch dia. suction hose and alternatively in pressure mode for discharging by Blowback the sludge from the tank without tipping / opening of the doors through a 4 way valve for change over from suction operation to pressure mode. Under the pressure mode, compressed air can also be injected into the Sewer Manhole, Septic Tank, etc to agitate the sludge / slurry before suction.

### 2.4 Hydraulic System / Controls

The Hydraulic System includes hydraulic pump driven by vehicle PTO, hydraulic tipping cylinder, door opening cylinder, hydraulic tank, oil pipe and control valve.

All the controls, gauges, switches, etc. required for operation of the complete system are grouped and mounted at a convenient place at the rear end so that the entire controls / operations of the system is affected from a single location.

### 2.5 Accessories

- 4 Nos. 5 Mtrs. Long heavy duty, PVC flexible suction hoses of 3~4 inch diameter and fitted with quick action couplings are provided along with the equipment.
- Connection Coupling/Connector as per requirement.

### 3.0 TRUCK CHASSIS

The Machine is suitable for mounting on Two Axle 11~12 T GVW Truck Chassis of TATA/Ashok Leyland/ Eicher or equivalent. The Chassis shall be with Driver Cabin fitted with PTO.

#### DATA SHEET

1.	Type	Sewer Suction Machine with Blow Back and Tipping arrangement.
2.	Tank Capacity	6000 Ltrs
3.	Vacuum Pump (Preferred Make: Jurop / Battioni / eqv. Reputed maufacturer)	FAD : 1200 CuM/Hr. Vacuum : 80% Max. Pressure : 2.5 Bar (Abs)
4.	Truck Chassis	Twin Axle 11~12 Ton GVW Truck Chassis with Non-Sleeper Driver Cabin fitted with PTO.
5.	Colour	For Chassis Cabin – As per Chassis manufacturer.

		<i>Preferably white</i> <i>For Equipment - Golden Yellow</i>
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## **ITEM NO. 6.0 TRUCK MOUNTED OILY SUCTION MACHINE ON 4-5 T GVW TRUCK CHASSIS**

### **1.0 GENERAL**

*The equipment is a Truck Mounted Mobile Unit suitable for suctioning the oily water from bilge by Vacuum Suction System and discharging the collected sludge through Blow-back Arrangement.*

### **2.0 SYSTEM DESCRIPTION**

*The Suction Unit mounted on vehicle comprises of the following:*

- *Drive System*
- *Tank*
- *Exhauster / Compressor*
- *Accessories*

#### **2.1 *Drive System***

*The Engine of the Truck Chassis is utilized to drive the vacuum pump through a suitable drive arrangement through the truck gear box.*

*The changeover of the PTO unit for individual drive is from driver's cabin.*

#### **2.2 *Tank***

*The cylindrical tank and Dish ends are fabricated out of MS Plates conforming to IS: 2062 grade. The tank has a capacity of 2000 Ltrs. The tank is installed in an inclined position to facilitate flow of material towards the discharge end and is mounted on an appropriate sub-frame, which in turn is bolted to the truck chassis.*

*The tank has Blow-Back arrangement for discharge of material from the sludge tank using the same Vacuum-cum-Compressor Pump. The Blow-back Arrangement is more hygienic and cleaner way of evacuating the sludge from the tank by pressurizing the tank when the pump is run in compressor mode.*

*The Level Indicator made of thick transparent acrylic tubing is provided on sludge tank in positions convenient for the operator to view the level of Sludge in the Tank.*

*The tank exterior is spray painted with a coat of superior quality anti-corrosive primer and two coats of enamel paint of reputed make. The tank interior is coated with two coats of anti-corrosive epoxy paint.*

#### **2.3 *Vacuum Pump***

*The Vacuum Pump System incorporates Vacuum Pump with an automatic lubrication system and with water-cooling system having free air handing capacity of minimum 1200 M3/Hr. (20,000 LPM) and capable of developing maximum vacuum upto 8000 mm WG (water column) during suction, pressure of upto 2.5 bar (abs).*

*The unit is utilized for operating under vacuum for suctioning sludge through a 2~4 inch dia. suction hose and alternatively in pressure mode for discharging by Blowback the sludge from the tank without tipping / opening of the doors through a 4 way valve for change over from suction operation to pressure mode. Under the pressure mode, compressed air can be injected into the Sewer Manhole, Septic Tank, etc. for Blowback and agitate the sludge / slurry before suction.*

## **2.4 Accessories**

- 4 Nos. 5 Mtrs. Long heavy duty, PVC flexible suction hoses of 2~4 inch diameter and fitted with quick action couplings are provided along with the equipment.
- Connection Coupling /Connector as per requirement.

## **3.0 TRUCK CHASSIS**

*The Machine is suitable for mounting on Minimum 4-5 T GVW Truck Chassis. The Chassis shall be with Driver Cabin fitted with PTO.*

### **DATA SHEET**

1.	Type	<i>Suction Machine with Blow Back discharge arrangement</i>
2.	Tank Capacity	<i>2000 Ltrs for Oil sludge</i>
3.	Vacuum Pump <i>(Preferred Make: Jurop / Battioni / eqv. Reputed maufacturer)</i>	<i>FAD : 1200 CuM/Hr. Vacuum : 80% Max. Pressure : 2.5 Bar (Abs)</i>
4.	Truck Chassis	<i>Min 4-5 T GVW Truck Chassis</i>
5.	Colour	<i>For Chassis Cabin – As per Chassis manufacturer. Preferably white  For Equipment - Golden Yellow</i>



***“Summary of Technical Specifications.***

*The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<b><i>Item No</i></b>	<b><i>Name of Goods or Related Service</i></b>	<b><i>Technical Specifications and Standards</i></b>
<i>[insert item No]</i>	<i>[insert description of Goods and Related Services]</i>	<i>[insert TS and Standards]</i>
	<b><i>Goods:</i></b>	
<i>1</i>	Truck Mounted Sewer Suction Machine	
<i>2</i>	Truck Mounted Oil Suction Machine	
<i>3</i>	Ride-on Type Road Sweeping Machine	
<i>4</i>	Truck Mounted Refuse Compactor	
<i>5</i>	Garbage Bins suitable for lifting by Garbage Tippers of 1100 Litre	
<i>6</i>	Garbage Bins suitable for lifting by Garbage Tippers for (60) Litre	
	<b><i>Related Services:</i></b>	
	<i>a) Furnishing of tools required for assembly and/or maintenance of the supplied Goods</i>	
	<i>b) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</i>	

## 4. DRAWINGS

**Deleted**

These Bidding Documents includes *[insert “the following “or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

List of Drawings		
DRAWING NO.	Drawing Name	Purpose

## **5. INSPECTIONS AND TESTS**

The following inspections and tests shall be performed: All the Standard tests required for the supplied equipment along with Fitness Certificate.

## 6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.
  - (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
  - (b) Description of the plant \_\_\_\_\_
  - (c) Plant Nos. \_\_\_\_\_
  - (d) Quantity \_\_\_\_\_
  - (e) Rail/Roadways Receipt No. \_\_\_\_\_ dated \_\_\_\_\_
  - (f) Name of the consignee \_\_\_\_\_
  - (g) Date of startup and proving test \_\_\_\_\_
2. Details of accessories/spares not yet supplied and recoveries to be made on that account.
 

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.
4. The supplier has fulfilled his contractual obligations satisfactorily. \* or  
 The supplier has failed to fulfill his contractual obligations with regard to the following:
  - (a) \_\_\_\_\_ (b) \_\_\_\_\_ (c) \_\_\_\_\_ (d) \_\_\_\_\_
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation with Stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

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

***Tender document for Procurement of Equipment for collection & transportation of Solid,  
Liquid waste at IWAI's Terminal on NW-1***

## **PART 3 – CONTRACT**

### **SECTION VIII – GENERAL CONDITIONS OF CONTRACT**

## Section VII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

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

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

- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

## **2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **3. Corrupt & Fraudulent Practices**

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms.
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
  - (b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the



parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

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

#### 4.5 Nonwaiver

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

#### 4.6 Severability

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

### 5. Language

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

### 6. Deleted

### 7. Eligibility

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

provisions of the laws of that country.

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

## 8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

## 9. Governing Law

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

## 10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## 11. Inspections and

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to

<b>Audit by the Bank</b>	cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs
	11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)
<b>12. Scope of Supply</b>	12.1 The Goods and Related Services to be supplied shall be as specified in the <b>Special Conditions of Contract</b> .
<b>13. Delivery and Documents</b>	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
<b>14. Supplier's Responsibilities</b>	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
<b>15. Contract Price</b>	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the <b>SCC</b> .
<b>16. Terms of Payment</b>	16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b> .  16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.  16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has

accepted it.

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

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

#### **17. Taxes and Duties**

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

#### **18. Performance Security**

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

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

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

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

#### **19. Copyright**

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

#### **20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following

completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

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

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

## **21. Subcontracting**

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

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

## **22. Specifications**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract

**and Standards**

shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

**24. Insurance**

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation & Incidental Services**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified**

**in Schedule of Requirements and SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

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

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated

representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

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

## **28. Warranty**

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



- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the

use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

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

infringement.

- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

#### **34. Extensions of Time**

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

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

#### **35. Termination**

35.1 Termination for Default

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

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

- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 35.2 Termination for Insolvency.

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

#### 35.3 Termination for Convenience.

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

### 36. Assignment

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

### 37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise

from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX TO GENERAL CONDITIONS

### Bank's Policy- Corrupt and Fraudulent Practices

*(text in this Appendix shall not be modified)*

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

**“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>10</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>11</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>12</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>13</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>14</sup>
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into

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<sup>10</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>11</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>12</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>13</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>14</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>15</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>16</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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<sup>15</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>16</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



## SECTION IX. SPECIAL CONDITIONS OF CONTRACT

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

<b>GCC 1.1(j)</b>	The Purchaser is: <i>Inland Waterways Authority of India, Ministry of Shipping, Government of India</i>	
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destinations are:	
	<b>MMT Varanasi:</b>	Inland Waterways Authority of India, IWT Terminal, Village – Ralhupur, P.O. Ramnagar, Distt. Varanasi, Uttar Pradesh – 221008
	<b>MMT Sahibganj:</b>	Inland Waterways Authority of India, IWT Terminal, Near Jamuni Railway Gate, Samdanala Village, Sakrigali, Kusum Ghat, Sahibganj, Jharkhand - 816115
	<b>MMT Haldia:</b>	Inland Waterways Authority of India, IWT Terminal, Adjacent to M/s UPL Limited, Patikhali, Durgachak, P.O. Haldia, District East Midnapore, West Bengal – 721602
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.	
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be 2010.	
<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention: <i>Vice Chairman &amp; Project Director, JMVP</i>  Street Address: <i>A-13,</i>  Floor/ Room number: <i>Sector-1,</i>  City: <i>Noida, Gautam Buddha Nagar, Uttar Pradesh</i>  PIN Code: <i>21301</i>  Country: <i>INDIA</i>  Telephone: <i>(0120) 2544036</i>  Facsimile number: <i>(0120) 2544009</i>  Electronic mail address: <i>vc@iwai.gov.in</i></p>	

**GCC 10.2****Settlement of Disputes**

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

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the \*Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre of Alternative Dispute Resolution (India).
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the \*Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

- (d) 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.
  - (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
  - (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).
  - (g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.
- (\* Delete whichever is not applicable).

#### **Alternatively**

*[Apart from the ad hoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' 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), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*

Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, 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

**Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1**

The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at NEW DELHI, India and the language of such proceedings shall be English.

<b>GCC 12.1 and 25.2</b>	<p>The scope of supply for the Goods and Related Services to be supplied shall be as specified below:</p> <table><tr><th>S No.</th><th>Equipment</th><th>Total Qty</th><th>Qty. for MMT Varanasi</th><th>Qty. for MMT Sahibganj</th><th>Qty. for MMT Haldia</th></tr><tr><td>1</td><td>Truck Mounted Sewer Suction Machine of 6000 Lit</td><td>3 nos</td><td>1</td><td>1</td><td>1</td></tr><tr><td>2</td><td>Truck Mounted Oil Suction Machine of 2000 Lit</td><td>3 nos</td><td>1</td><td>1</td><td>1</td></tr><tr><td>3</td><td>Ride-on type Road Sweeping Machine with Hydraulic Drive Model</td><td>3 nos</td><td>1</td><td>1</td><td>1</td></tr><tr><td>4</td><td>Truck Mounted Refuse Compactor 7 m<sup>3</sup></td><td>3 nos</td><td>1</td><td>1</td><td>1</td></tr><tr><td>5</td><td>Garbage Bins of 1100 Lit suitable for lifting by Garbage Tipper</td><td>6 nos</td><td>2</td><td>2</td><td>2</td></tr><tr><td>6</td><td>Garbage Bins suitable for lifting by Garbage Trippers of (2x60) Litre = ( 32 sets )</td><td>64 nos</td><td>16</td><td>24</td><td>24</td></tr></table> <p>Related services to be supplied are as follows:</p> <p>a. Furnishing of tools required for assembly and/or maintenance of the supplied Goods</p> <p>b. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</p>	S No.	Equipment	Total Qty	Qty. for MMT Varanasi	Qty. for MMT Sahibganj	Qty. for MMT Haldia	1	Truck Mounted Sewer Suction Machine of 6000 Lit	3 nos	1	1	1	2	Truck Mounted Oil Suction Machine of 2000 Lit	3 nos	1	1	1	3	Ride-on type Road Sweeping Machine with Hydraulic Drive Model	3 nos	1	1	1	4	Truck Mounted Refuse Compactor 7 m <sup>3</sup>	3 nos	1	1	1	5	Garbage Bins of 1100 Lit suitable for lifting by Garbage Tipper	6 nos	2	2	2	6	Garbage Bins suitable for lifting by Garbage Trippers of (2x60) Litre = ( 32 sets )	64 nos	16	24	24
S No.	Equipment	Total Qty	Qty. for MMT Varanasi	Qty. for MMT Sahibganj	Qty. for MMT Haldia																																						
1	Truck Mounted Sewer Suction Machine of 6000 Lit	3 nos	1	1	1																																						
2	Truck Mounted Oil Suction Machine of 2000 Lit	3 nos	1	1	1																																						
3	Ride-on type Road Sweeping Machine with Hydraulic Drive Model	3 nos	1	1	1																																						
4	Truck Mounted Refuse Compactor 7 m <sup>3</sup>	3 nos	1	1	1																																						
5	Garbage Bins of 1100 Lit suitable for lifting by Garbage Tipper	6 nos	2	2	2																																						
6	Garbage Bins suitable for lifting by Garbage Trippers of (2x60) Litre = ( 32 sets )	64 nos	16	24	24																																						
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <p>i. Four (04) Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</p> <p>ii. Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;</p>																																										
	<p>(iii) Four (04) Copies of packing list identifying contents of each package;</p> <p>(iv) Insurance certificate;</p> <p>(v) Manufacturer's/Supplier's warranty certificate;</p> <p>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii) Certificate of origin.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>																																										
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>																																										

<b>GCC 16.1</b>	<p>Payment shall be made in Indian Rupees in the following manner:</p> <p>(i.) 10% of contract price → Advance payment within 30 days against advance BG,</p> <p>(ii.) 30% of contract price → on placing of order for truck chassis</p> <p>(iii.) 50% of contract price → on delivery of equipment's at respective sites</p> <p>(iv.) 10% of contract price → on final acceptance of equipments &amp; related documentations</p> <p>(i) <i>Advance Payment</i>: Ten (10) % of the total contract price shall be paid within thirty (10) days of signing of Contract and upon submission of claim / against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents.</p> <p>(ii) <i>On placing of order of Truck Chassis</i>: Thirty (30)% of the contract price shall be paid to the supplier upon submission of proof of placing the order with Manufacturer; and</p> <p>(iii) <i>On Delivery</i>: Fifty (50)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and</p> <p>(iv) <i>On Final Acceptance</i>: the remaining ten (10) % of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VII - item 6.</p> <p>(c) Deleted</p> <p>(d) Reimbursement of Local Taxes such as GST and other similar taxes, to the extent applicable, will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents</p> <p>(e) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India.</p>
	<p>(ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of supply of the goods at their final destination.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is 7.4%. (<i>Prime Bank lending rate of State Bank of India</i>)</p>

<b>GCC 17</b>	<p>The Supplier shall undertake to pass on the input tax credit in GST and shall compensate the Purchaser for any loss suffered on this account by employee (if any) during the tenure of the contract or afterwards subsequent to assessment.</p> <p>For the assessment of ITC (Input Tax Credit) supplier shall submit their periodical tax return on its submission to respective authorities.</p> <p>An undertaking to this effect in Format should be submitted along with the bid.</p> <p>In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.</p>
<b>GCC 18.1</b>	<p><b>Performance Security to the Purchaser shall be for an amount of 5% and ESHS Security of 1.5% of Contract value,</b></p> <p>The CPG &amp; ESHS Securities shall remain valid up to 60 days beyond &amp; after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of a "Bank Guarantee" or "a cashier's cheque or banker's certified cheque or crossed demand draft or pay order" drawn in favor of the Purchaser.</p>
<b>GCC 18.4</b>	<p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.</p>

<b>GCC 18.5</b>	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.</p>
<b>GCC 23.2</b>	<p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
<b>GCC 24.1</b>	<p>The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.</p>
<b>GCC 25.1</b>	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p>
<b>GCC 25.2</b>	<p><b>The clause in the GCC be replaced with this clause:</b> Incidental services to be provided are:</p> <ol style="list-style-type: none"> <li>Furnishing of tools required for assembly and/or maintenance of the supplied Goods</li> <li>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</li> </ol>
<b>GCC 26.1</b>	<p>The inspections and tests shall be: All the standard tests required for the supplied equipment along with Fitness Certificate</p>
<b>GCC 26.2</b>	<p>The Inspections and tests shall be conducted at: Manufacturing Facility of the Manufacturer / Supplier.</p>
<b>GCC 27.1</b>	<p>The liquidated damages shall be: 0.5% of contract price per week or part thereof.</p>

<b>GCC 27.2</b>	The maximum amount of liquidated damages shall be: 10% of the contract price.
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be:</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <ol style="list-style-type: none"> <li>MMT Varanasi,</li> <li>MMT Sahibganj</li> <li>MMT Haldia</li> </ol> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be 72 hours of operation or 12 months from date of acceptance of the Goods or 18 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ol style="list-style-type: none"> <li>make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</li> </ol>
<b>GCC 28.5</b>	The period for repair or replacement shall be: 15 days.
<b>GCC 31.1</b>	This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.

## SECTION X – CONTRACT FORMS

### Table of Forms



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## 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

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

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

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

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

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

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

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

**Attachment: Contract Agreement**

## 2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

### 3. Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

\_\_\_\_\_ *[address of Purchaser]*

WHEREAS \_\_\_\_\_ *[name and address of Supplier<sup>17</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>18</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 Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 60 days following the Completion date of the Contract including any warranty obligations<sup>19</sup>, and any demand for payment under it must be received by us at this office on or before that date.

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

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

<sup>17</sup> In the case of a JV, insert the name of the Joint Venture

<sup>18</sup> An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

<sup>19</sup> Completion date as described in GC Clause 18.4

## 4. Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Supplier<sup>20</sup>]* (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>21</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 Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*.

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

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

Yours truly,

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

Name of Bank: \_\_\_\_\_ Address: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Consignee Certificate (for 30% payment)

<sup>20</sup> In the case of a JV, insert the name of the Joint Venture

<sup>21</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

### On placing of order for Truck chasis

No.

Date

To,

*Suppler*

This is to certify that the above mentioned the order for Truck Chasis has been placed on M/s ..... as per requirement of the contract and shall be delivered by ..... Relevant copies of the proforma invoices & the order copies are also provided for claiming the payments as per terms of the contract.

Project Name	Capacity Augmentation of National Watertways 1 project
Purchaser	<i>The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)</i>
Contract No. & Date	:
Description of Goods (Lot No.)	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Invoice No. and Date	:
Date of delivery at Consignee destination site	:
Consignee full Address:	Signature of Designated Consignee :  Name : Designation : Seal : Contact No. : Fax No.:

Copy To:

*The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)*

### Consignee Certificate (for 50% payment)

On delivery of equipment at respective sites

*Tender document for Procurement of Equipment for collection & transportation of Solid, Liquid waste at IWAI's Terminal on NW-1*

No.

Date

To,

*Supplier*

This is to certify that the above mentioned supplier has delivered the equipment at the ..... site as per requirement of the contract and has been delivered at site on ..... along with relevant delivery documents , delivery challans, gate passes etc.

Project Name	Capacity Augmentation of National Watertways 1 project
Purchaser	<i>The Project Management Unit, Address: A-13, Sector – 1,Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)</i>
Contract No. & Date	:
Description of Goods (Lot No.)	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Invoice No. and Date	:
Date of delivery at Consignee destination site	:
Consignee full Address:	Signature of Designated Consignee :  Name : Designation : Seal : Contact No. : Fax No.:

Copy To:

*The Project Management Unit, Address: A-13, Sector – 1,Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)*



## Final Acceptance Certificate

**issued after successful test, trial & acceptance of Equipment & related documentation.**

No.

Date

To

The Supplier

This is to certify that the equipment delivered against the following contract has been successfully tested and delivered after trial run as per requirement of the contract and to our satisfaction.

The complete equipment along with accessories and spares has been received in good condition in accordance with the conditions of the contract and amendment(s) if any. Hence, we issue this Acceptance Certificate.

Project Name	Capacity Augmentation of National Watertways 1 project
Purchaser	<i>The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)</i>
Contract No. & Date	:
Description of Goods (Lot No.)	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Invoice No. and Date	:
Installation Date	
Commissioning Date	
Completion of Training Date	
Date of Final Acceptance including completion of all related services	:

Copy To:

*The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)*

Consignee full Address:

Signature of Designated Consignee :

Name :

Designation :

Seal :

Contact No. : Fax No. :

## **Consignee's responsibilities for commissioning of equipment.**

On signing of the Contract, the consignee shall take the following actions: