

Bidding Document

For

Procurement of Dredgers

for

“Capacity Augmentation of National Waterway-1.

(River Ganga) Project”

(Single Stage, Two Part Electronic Bidding)



ICB No: *IN /IWAI/351776/GO/ RFB*

January’2024

Project: Capacity Augmentation of National Waterway – 1
(Jal Marg Vikas Project)

Client: Inland Waterways Authority of India, Ministry of Shipping,
Government of India

Country: INDIA

Summary Description

PART 1 – BIDDING PROCEDURES**Section I. Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted completed by the Bidder and submitted as part of his Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Bank Policy – Corrupt and Fraudulent Practices

This Section provides the Bidders with the reference to the Bank's policy in regard to corrupt and fraudulent practices applicable to this process.

PART 2 – SUPPLY REQUIREMENTS**Section VII. Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**Section VIII. General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX. Special Conditions of Contract (SCC)

This Section contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser..

Section X. Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Attachment: Invitation for Bids

An "Invitation for Bids" form is provided at the end of the Bidding Documents for information.

*Inland Waterways Authority of India,
Ministry of Ports, Shipping & Waterways, Government of India
PROJECT: Capacity Augmentation of National Waterway – 1*

International Competative Bidding

(Two-Envelope Bidding Process with e-Procurement)

File NO IWAI /WB / NW-1 /CSD/ 2023

Bid no :- IN-IWAI- 351776-CW-RFB

NAME OF WORK: *Procurement of Dredgers*

PERIOD OF SALE OF BIDDING DOCUMENT	FROM 02.01.2024
TIME AND DATE OF virtual PRE-BID MEETING .. link shall be shared on CPPP Portal separately	DATE 30.01.2024 TIME 15.00 Hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS	DATE 16.02.2024 TIME 15.00 Hrs
* TIME AND DATE OF OPENING	DATE 16.02.2024 TIME 15.30 Hrs – Technical Part
<i>. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.</i>	
PLACE OF OPENING OF BIDS	IWAI , A-13 Sector-1 ; Noida
OFFICER INVITING BIDS :- Project Director (JMVP) ; Inland Waterways Authority of India, A – 13, Sector – 1, Noida – 201301, Uttar Pradesh – INDIA - Telephone No. : (91) 0120-2424544 Email. : vc.iwai@nic.in	

*Inland Waterways Authority of India,
Ministry of Ports, Shipping & Waterways, Government of India*
PROJECT: *Capacity Augmentation of National Waterway – I*
Country: India

International Competative Bidding

Invitation for Bids (IFB)

(Single Stage, Two Part Electronic Bidding with e-Procurement)

Procurement of Dredgers

Loan / Credit No. : *IBRD P-87520*

Bid no :- *IN-IWAI- 351776-CW-RFB*

File NO *IWAI/WB / NW-1 /CSD/ 2023*

02.01.2024

1. The Government of India has received financing from the World Bank towards the cost of *Capacity Augmentation of National Waterway – I (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 Dredgers*
2. The Vice Chairman & Project Director (JMVP) *Inland Waterways Authority of India, Ministry of Shipping, Government of India*. now invites online bids from eligible bidders for supply of Six (6) *No. of Dredgers to be delivered in 14 to 24 Months respectively from the date of award.*
3. Bidding will be conducted through the International Competitive Bidding (ICB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.
4. Bidding documents are available online from CPPP portal <https://eprocure.gov.in/eprocure/app> for a non-refundable fee as indicated below, in the form of Demand Draft/ on any Scheduled/Nationalized bank payable at **NOIDA** in favour of **IWAI- Fund** (Jal Marg Vikas) (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.

The mode of payment shall be in the form of DD drawn in favour of IWAI Fund (Jal Marg Vikas) on any scheduled Bank payable at Noida / New Delhi.

For Online payment details are:- **Advising Bank: CANARA BANK**

Bank Account no.: 87781010014534 ; IFSC Code: CNRB0018778

Name of beneficiary: IWAI FUND Jal Marg Vikas ; Branch name: Morna - Sector 18, Noida

<u>1</u>	Tender fee (non refundable) inclusive of GST INR or Equivalent	INR 6000.00 or USD 100.00 or EURO 70.00
<u>2</u>	Date of commencement of sale of bidding document,	<u>02.01.2024</u>
<u>3</u>	Date for Virtual Pre-Bid Meeting	<u>30.01.2024</u>
<u>4</u>	Last date for sale of bidding document	<u>16.02.2024</u>
<u>5</u>	Last date & time for bid submission.	<u>16.02.2024</u>
<u>6</u>	Time & date of Opening of Bids- Technical Part	<u>16.02.2024</u>
<u>7</u>	Time & date of Opening of Bids- Financial Part	On later date

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) Class-II & above from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC. Bidders can see the list of licensed CA's from the link (www.cca.gov.in) . Aspiring bidders who have not obtained the user ID

and password for participating in e-procurement in this Project, may obtain the same from the website:

A non-refundable fee of Rs. 6000/-(inclusive of tax) or Equivalent USD 100.00 or EURO 70.00 equivalent amount in a freely convertible is required to be paid Payment document to be submitted along with other documents listed in paragraph 7 below) before the bid submission deadline.

The mode of payment shall be in the form of DD drawn in favour of IWAI Fund (Jal Marg Vikas) on any scheduled Bank payable at Noida / New Delhi.

For Online payment details are:- **Advising Bank: CANARA BANK**

Bank Account no.: 87781010014534 ; IFSC Code: CNRB0018778

Name of beneficiary: IWAI FUND Jal Marg Vikas ; Branch name: Morna - Sector 18, Noida

6. Bids security of the amount specified in the bidding document, drawn in favour of IWAI Fund (Jal Marg Vikas) must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on <https://eprocure.gov.in/eprocure/app> on or before the bid submission deadline, and the ‘Technical Part’ of bids will be opened online on the specified time and date for opening of bids, as given above. The ‘Financial Part’ shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
7. The bidders are required to submit (a) original payment document towards the cost of bid document and registration on e-procurement website (if not previously registered); (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with
Vice Chairman & Project Director (JMVP)
Inland Waterways Authority of India
Project Management Unit
 Address: A-13, Sector – 1
 City: Noida, Gautam Buddha Nagar, Uttar Pradesh
 PIN Code: 201301 Country: India ; E-mail ID : vc.iwai@nic.in
- before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.

Seal of Office & Address

Vice Chairman & Project Director (JMVP)

Inland Waterways Authority of India ; Project Management Unit

Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh

Pin Code: 201301 Country: India ; E-mail ID : vc.iwai@nic.in

Package No	Name of Work	Bid Security * (Rs)	Cost of Document	Period of Completion
1	2	3	4	5
IN/IWAI/ 351776 /GO/RFP	Procurement of dredgers	Rs 3,24,00,000.00 Or USD 405,000.00 OR EURO 360,000.00	Rs.6000.00 Or USD 100.00 Or EURO 70.00	14 to 24 months

Table of Contents

PART 1 – Bidding Procedures	8
Section I. Instructions to Bidders.....	8
Section II. Bid Data Sheet (BDS)	33
Section III. Evaluation and Qualification Criteria	43
Section IV. Bidding Forms	51
Section V. Eligible Countries	73
Section VI. Bank Policy - Corrupt and Fraudulent Practices	75
PART 2 – Supply Requirements	77
Section VII. Schedule of Requirements.....	77
PART 3 - Contract	92
Section VIII. General Conditions of Contract	92
Section IX. Special Conditions of Contract.....	117
Section X. Contract Forms.....	133

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Clauses

A. General.....	10
1. Scope of Bid.....	10
2. Source of Funds	10
3. Corrupt and Fraudulent Practices.....	10
4. Eligible Bidders	11
5. Eligible Goods and Related Services	13
B. Contents of Bidding Document	14
6. Sections of Bidding Document	14
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	14
8. Amendment of Bidding Document.....	15
C. Preparation of Bids	15
9. Cost of Bidding	15
10. Language of Bid.....	15
11. Documents Comprising the Bid.....	15
12. Letter of Bid and Price Schedules.....	16
13. Alternative Bids	16
14. Bid Prices and Discounts	16
15. Currencies of Bid and Payment	19
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services.....	19
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	20
18. Period of Validity of Bids	20
19. Bid Security	21
20. Format and Signing of Bid.....	23
D. Submission and Opening of Bids	23
21. Sealing and Marking of Bids	23
22. Deadline for Submission of Bids	24
23. Late Bids	24
24. Withdrawal, Substitution, and Modification of Bids	24
25. Bid Opening.....	25
E. Evaluation and Comparison of Bids.....	26
26. Confidentiality	26
27. Clarification of Bids.....	26

28. Deviations, Reservations, and Omissions27

29. Determination of Responsiveness27

30. Nonconformities, Errors and Omissions27

31. Correction of Arithmetical Errors28

32. Conversion to Single Currency28

33. Margin of Preference28

34. Evaluation of Bids28

35. Comparison of Bids30

36. Qualification of the Bidder30

37. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids31

F. Award of Contract..... 31

38. Award Criteria31

39. Purchaser’s Right to Vary Quantities at Time of Award31

40. Notification of Award31

41. Signing of Contract32

42. Performance Security32

Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS,** there is no limit on the number of members in a JV.

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 works that are the subject of the bid; or

- (g) any of its affiliates has been hired (or is proposed to be hired) by the 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 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 Document

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 Addenda issued in accordance with ITB 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, the Minutes of the 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

7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address

Documents

specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS,** the Purchaser shall also promptly publish its response at the web page **identified in the BDS.** Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 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 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS.** 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 the language **specified in the BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;

- Bid**
- (b) completed schedules , in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its bid is accepted;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;
 - (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (j) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 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. Letter of Bid and Price Schedules**
- 12.1. The Letter of Bid 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.
- 13. Alternative Bids**
- 13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements

Discounts

specified below.

- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country

in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable 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 Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes

which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) 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.**

(d) for 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).

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

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 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 and
Qualifications
of the Bidder**

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

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

- (a) that, 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;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, 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; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of
Validity of Bids**

18.1. Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

- 18.2. In exceptional circumstances, prior to the expiry of the bid validity, 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 18, 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 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 specified in accordance with ITB 18.1, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the

Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the bid validity, or beyond any extended date if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 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 withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder;
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and
 - (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or
 - (b) if the successful Bidder fails to: sign the Contract in

accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

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 one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and

- (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on

the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there

is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and 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 and 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 31.
- 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.

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 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.
- 29.2 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.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 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 of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the 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 by adding the average price of the item or component quoted by substantially responsive Bidders. 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.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to
Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**

**33. Margin of
Preference**

33.1 **Unless otherwise specified in the BDS,** a margin of preference shall not apply.

34. Evaluation of

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall

Bids

be permitted.

34.2 To evaluate a 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 clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

34.3 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.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria

34.5 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.6 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 34.2 (f).

- 35. Comparison of Bids**
- 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder**
- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 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.
- 36.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 36.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 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 bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria**
- 38.1 Subject to ITB 37.1, 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.
- 39. Purchaser's Right to Vary Quantities at Time of Award**
- 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award**
- 40.1 Prior to the date of expiry of the Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) 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.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by 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, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

42.1 Within twenty eight (28) 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, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2 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. Bid Data Sheet (BDS)	
ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is : IN/IWAI/351776 /GO/RFB
ITB 1.1	The Purchaser is: Vice Chairman & Project Director <i>Inland Waterways Authority of India</i> <i>Project Management Unit</i> Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh
ITB 1.1	The name of the ICB is: Procurement of <i>Dredgers and Supporting vessels</i> The identification number of the ICB is: IN/IWAI/351776 /GO/RFB as per technical specifications given in Section VII. Schedule of Requirements
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: <i>Government of India.</i> <i>IBRD Loan number: IBRD P-87520 Amount: US\$ 317 Million</i>
ITB 2.1	Loan or Financing Agreement amount: US\$ 317 Million.
ITB 2.1	The name of the Project is: “ <i>Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas)Project</i> ”
ITB 4.1	Bids from consortium are acceptable and shall be treated the same way as that of JV mentioned in the bidding documents a. Maximum number of members in the Joint Venture (JV) shall be: (Three) 3. b. It is not mandatory to get the JV registered, interested bidders are requested to submit a JV Agreement duly notarized in India. Or by Indian Embassy in their country. c. A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [in case of a successful bid].

ITB 4.1	d. The joint venture agreement should define precisely the division of assignments to each member of JV All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer
ITB 4.4	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
ITB 6.0	<p>TENDER FEES is required: yes Tender fees is INR 6000.00 Or USD 100.00 Or Euro 70.00</p> <p>Applicants submitting their bid in the downloaded version would need to submit the tender fee along with their bid at the time of bid submission in the form of a crossed non-refundable demand draft for the above amount drawn in favour of “ IWAI FUND (Jal Marg Vikas)“ payable at NOIDA / Delhi .</p> <p>For Online payment details are:- Advising Bank: CANARA BANK Bank Account no.: 87781010014534 ; IFSC Code: CNRB0018778 Name of beneficiary: IWAI FUND Jal Marg Vikas ; Branch name: Morna - Sector 18, Noida</p>
B. Contents of Bidding Documents	
ITB 7.1	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>https://eprocure.gov.in/eprocure/app</p> <p>Requests for clarification should be received by the Employer no later than 14 days prior to deadline for submission of bids.</p> <p>The clarifications can be sought / sent by e-mail or by hard copy on the following address:</p> <p><i>Vice Chairman & Project Director, Jal Marg Vikas Project Inland Waterways Authority of India A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301 +91 120 2424544 ... Email: vc.iwai@nic.in;</i></p> <p>Requests for clarification should be received by the Employer no later than Date of Pre-bid Meeting. 30.01.2024</p>
ITB 7.1	<p>A Pre-Bid meeting <i>shall</i> take place. A Pre-Bid meeting will take place, at the following date, time and place: Date: (30.1.2024) Time: 15.00 Hrs IST (Where T is date of Release of Tender) Place: IWAI Noida or Virtual Meet Link will be shared on CPPP Portal Pre-Bid Queries should reach the employer at the following address or by E-Mail no later than Date of Pre-bid Meeting.</p>

	<p><i>Vice Chairman & Project Director, Jal Marg Vikas Project Inland Waterways Authority of India A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301</i></p> <p>+91 120 2424544 ... Email: vc.iwai@nic.in</p>
	<p>In the event of the specified date of <u>pre-bid meeting</u> 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>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>
ITB 8.1	The addendum will appear on the e-procurement system and email notification is also automatically sent to those bidders who have started working on this tender.
	C. Preparation of Bids
ITB 10.1	<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>
ITB 11.1	The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be uploaded simultaneously in two separate files in line with the e-procurement procedures.
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its bid mentioned in Section III Paragraph 1.2: (documents in support of QR)
ITB 11.3	<p>The Bidder shall submit the following documents in its bid –</p> <ul style="list-style-type: none"> ▪ <i>On line -financial part in .xls</i> ▪ <i>Scanned copy of letter of Bid – Financial Part</i>
ITB 12.1	<p>Process of Bid Submission</p> <p>a. The Letter of Bid– Technical Part, Letter of Bid – Financial Part, Schedules including the Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV(Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>b. Entire Bid including the Letters of Bid and filled-up Bill of Quantity shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB</p>

	<p>clauses 11 and 12.3 should also be uploaded on this website.</p> <p>c. Submission of Original Documents: The bidders are required to separately submit (i) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document,(iv) Legally valid Power of Attorney to demonstrate the authority of the signatory of the Bid with the office of Purchaser before the deadline for Bid submission, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted</p> <p>d. 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> <p>For submission of original documents, the Purchaser’s address is: <i>Vice Chairman & Project Director (JMVP)</i> <i>Inland Waterways Authority of India</i> <i>Project Management Unit</i> <i>Address: A-13, Sector – 1</i> <i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh</i> <i>PIN Code: 201301 Country: India ; E-mail ID : vc.iwai@nic.in</i></p>
ITB 13.1	Alternative Bids “ <i>shall not be</i> ” considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
ITB 14.6	<p>Bids are being invited for only one lot as specified in BDS clause 1.1. Prices quoted for the lot (contract) shall correspond to at least 100 per cent of the items specified for the lot (contract).</p> <p>Prices quoted for each item of the lot shall correspond at least to 100 percent of the quantities specified for this item of the lot.</p>
ITB 14.7	The Incoterms edition is Incoterms 2023
ITB 14.8 (b) (i) and (c) (v)	<p>Place of Destination: Carriage & Insurance Paid To (<i>CIP</i>) <i>Kolkata</i> Place of Destination: Carriage & Insurance Paid To (<i>CIP</i>) <i>Kolkata</i></p>
ITB 14.8 (a) (iii);(b)(ii)	<p>“Final destination (Project Site)”: <i>Kolkata, West Bengal, India</i> <i>Address of the consignee:</i></p>

and (c)(v)	<i>Director – IWAI Inland Waterways Authority of India P-78 Garden Reach Road Kolkata West Bengal</i>
ITB 15.1	The prices shall be quoted by the bidder in Local / foreign currency ie upto combination of three Currencies for the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.3	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.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>25 years (at full-time service, 24/7)</i>
ITB 16.5	Bidder shall submit the list of project references with description where the proposed Goods have successfully been utilized (in India/ Out side India)
ITB 16.5.1	Bidder shall submit & describe how and where spare parts of the proposed Goods can be obtained (local dealers in India).
ITB 17.2 (a)	Manufacturer's authorization is: <i>required as per proforma in Section-IV</i>
ITB 17.2 (b)	After Sales service is... Required , which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.
ITB 18.1	The bid validity period shall be 120 days
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s) <i>The local currency portion of the contract price shall be adjusted by a factor of 0.1% per week of delay and the foreign currency portion of the contract price shall be adjusted by a factor of 0.05% per week of delay.</i>
ITB 19.1	A Bid Security shall be required in the form of an unconditional Bank Guarantee
ITB 19.1	The currency and amount of the Bid Security shall be: - INR 3,24,00,000.00 Or USD 405,000.00 Or EURO 360,000.00 . In case, the Bid security shall be in the form of a Bank Guarantee as per format attached or through e-Bank Guarantee or Demand Draft or Online Cash Transfer The Bank Guarantee issued in paper shall become operative only when the Bank Guarantee advice transmitted through SFMS is advised to the Beneficiary by the Advising Bank <u>Bank details are as given below:</u> <i>Advising Bank: CANARA BANK Bank Account no.: 87781010014534</i>

	<p><i>IFSC Code: CNRB0018778</i> <i>Name of beneficiary: IWAI FUND Jal Marg Vikas</i> <i>Branch name: Morna - Sector 18, NOIDA</i> <i>Address: B 16 /17, Ground Floor,</i> <i>Sector-18 NOIDA – 201301</i></p>
ITB 19.3 (d)	Other types of acceptable securities: BG / NEFT / RTGS or Demand Draft
ITB 19.9	Not applicable
ITB 20.1	<p>The bidders shall submit the following ‘Original Documents’ at the following address before the deadline for opening of bids (i. e. upto 03.00 PM , either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive.</p> <p>a) Original bid security in prescribed format as indicated in ITB 19 b) Original written confirmation authorizing the signatory of the Bid to demonstrate the authority of the signatory to sign the bid on c) Original affidavit vouching for the correctness of the information furnished and documents uploaded on the Letter head of the firm;</p> <p>The above Original Documents 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 & one Copy) of the uploaded version.</p> <p>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>
	<p>The envelope shall bear the following identification marks:</p> <p>i. ICB No.: IN/IWAI/ 351776 ./ GO / RFB for supply of Procurement of <i>Dredgers</i></p> <p>ii Not to open before: <i>The date and time mentioned above</i></p> <p>iii. Addressed to the Purchaser:</p> <p>Attention: <i>The Project Director, Jal Marg Vikas Project</i> <i>Project Management Unit. ,</i> Address: <i>A-13, IWAI Sector – 1</i> City: <i>Noida, Gautam Buddha Nagar, Uttar Pradesh</i> Pin Code: <i>201301</i> Country: <i>India</i> Telephone: <i>+91 12022424544</i> Electronic mail address: vc.iwai@iwai.gov.in ,</p> <p>iv. Bear the Name and address of the Bidder:</p> <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 premature opening of the envelope.
ITB 20.2	<p>The written confirmation of authorization (in the form of a Letter on Bidder's Letterhead) to sign on behalf of the Bidder, confirming the signature as a person duly authorized to sign should be attached with the bid. The name and position held by each person signing authorization must be typed below the signature.</p> <p>Each page of the entire bid should be numbered serially.</p> <p>All the documents uploaded on e-procurement platform under this Bidding process should be clearly readable. Any detail which is not readable shall not be taken into consideration for evaluation purpose and such bid may be treated as non-responsive.</p>
	D. Online Submission and Opening of Bids
ITB 21.1	Class of DSC required is: _ Class-II or above
ITB 22.1	<p>The deadline for uploading of bids on the e-portal is:</p> <p>Date: 16.02.2024 Time: 1500 Hrs IST</p> <p>Purchasers Address is: Vice Chairman & 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</p> <p>Telephone: +91 12022424544 E-mail address: vc.iwai@iwai.gov.in ,</p>
ITB 23.1	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.
ITB 24.1	Re-submission of the bid is “ <i>not allowed</i> ” , if withdrawn.
ITB 25.1	<p>The Opening of Technical Bids shall be done on,</p> <p>Date: 16.02.2024 . Time: 15. 30 Hrs IST</p> <p>Purchasers Address is: Vice Chairman & 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: vc.iwai@iwai.gov.in ,</p>

E. Evaluation and Comparison of Bids	
ITB 31.1	E-Procurement system will carry out automatic calculation.
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR</p> <p>Bid prices expressed in different currencies shall be converted to : INR</p> <p>The source of exchange rate shall be: <i>Reserve Bank of India</i></p> <p>The date for the exchange rate shall be 7 days prior to the date for submission of Bids</p>
ITB 33.1	<p>Domestic preference "shall be" be a bid evaluation factor.</p> <p>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.</p> <p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.</p> <p>The online opening of the Financial Parts of bids (for technically qualified bidders) on CPP Portal shall take place at:</p> <p>Vice Chairman & 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: vc.iwai@iwai.gov.in ,</p>
ITB 34.2(a)	<p>Evaluation will be done for <i>lots</i> – <i>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.</i></p>
ITB 34.5	<p>Bid evaluation: The Bids shall be evaluated based on the eligibility & qualification criteria mentioned in Section-III. In case a bidder fails to meet the eligibility & qualification criteria, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.</p> <p>A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the tender document without material deviation or reserve action. A material deviation or reservation is one:</p> <p>(a) that affects in any substantial way the scope, quality, or performance of the Works.</p>

	<p>(b) that limits in any substantial way, inconsistent with the tender document, the Buyer's rights, or the bidder's obligations under the contract; or</p> <p>(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ).</p> <p>The estimated effect of price adjustment (if any) provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered while evaluating bids.</p>
<p>ITB 34.6</p>	<p>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></p> <p>(a) Deviation in Delivery schedule: [YES] Adjustment as referred to in paragraph 1(a) of Section III will be applied to the bid price for bids offering delivery 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 months/ weeks) of stipulated delivery period will be treated as non-responsive.</p> <p>(b) Deviation in payment schedule: [No] 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 ...% 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: [Yes] an adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.</p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid [Yes] in case the spares and after-sale services are not available then such a bid will be summarily rejected.</p> <p>(e) the projected operating and maintenance costs during the life of the</p>

	equipment [<i>Not Applicable</i>] (f) the performance and productivity of the equipment offered; [<i>Not Applicable</i>]
	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be varied is: +/- 15%
ITB 40.1	<p>Award of Contract</p> <p>The Buyer shall issue a LOA to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).</p> <p>The Ship Builder will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of performance bank guarantee, within 28 days of issuance of the LOA. The Ship Builder is expected to commence the Assignment / job at the location specified by him in his proposal.</p>

.....

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.

Contents

1. Margin of Preference (ITB 33)	43
2. Evaluation (ITB 34)	48
3. Qualification (ITB 36)	Error! Bookmark not defined.

1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award. If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid

price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above.”

TECHNICAL PART

1. Qualification (ITB 32)

1.1 ^{Post}-qualification Requirements (ITB 32.1)

After determining the technically responsive bid in accordance with ITB 34, the Purchaser shall determine whether the Bidders, whose bids have been determined to be substantially technically responsive to the bidding document, meet the qualification criteria, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of Bidder’s qualifications.

(A) If Bidder is a Manufacturer (Original Equipment Manufacturer of Dredgers or Dumb Barges or Push Tugs or All) .

(a) Financial Capability

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

- ✓ **Average Annual Financial Turnover** : The Bidder should have Minimum Average Annual Financial turnover of **INR 48.60 Crs or USD6.075 million or EURO 5.400 million** or an equivalent amount in a freely convertible currency, calculated as total certified payments received for contracts in progress or completed , within the last three (3) Financial years as on 31st March 2023.
- ✓ **Financial solvency** : The bidder should have financial solvency of not less **than INR 64.80 Crs or USD 8.100 million or EURO 7.200 million** and submit the scan copy of Solvency certificate.
 - i. Bidders from India shall provide a Solvency certificate from ant Nationalized / scheduled Bank of India.
 - ii. Bidders from foreign countries shall provide solvency certificate from reputed foreign National Bank

Note : Financial year shall, for the purposes of a Bid hereunder, mean the Accounting Year followed by the Government of India (April 01 to March 31)

In case of a Joint Venture, the lead member should meet at least 50% of the qualification requirement and the total of qualification requirements should be met by adding the qualifications of all members of JV.

(b) Experience and Technical Capacity

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

The Bidder shall be a manufacturer, who has designed, manufactured, supplied, erected and commissioned equipment of the same or similar type* and capacity of at least.

The Bidder should have successfully completed “Similar Works” of Building of various types of New IV Dredger in previous 5 years before the last date of the Bid submission as per the criteria specified below:

- (a) **3 similar completed services each costing not less than the amount equal to Rs 64.80 Crs each. Or USD 8.10 million or Euro 7.200 million.**
- (b) **2 similar completed services each costing not less than the amount equal to 81.00 Crs each Or USD 10.125 million or Euro 9.000 million.**
- (c) **1 similar completed service costing not less than the amount equal to 129.60 Crs Or USD 16.200 million or Euro 14.400 million.**

Similar type Means “ Design, construction & supply of inland / sea going Cutter Suction Dredger’s or self propelled – Cutter Suction dredgers or both of same or higher capacity”

The similar works experience of parent company / subsidiary / sister Company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid.

Nature / Type of Bidder: Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria:

(a) Bidder should be one among the renowned organizations those are Private entities, Government entities or government owned entity in the Buyer’s country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Buyer.

The Bidder shall meet the Qualification criteria of executing “Similar Works” of the value as mentioned above. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder.

In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub- Ship Builder, the bidder shall submit similar completion certificate awarded to it by the main Ship Builder and countersigned by the Buyer / Client of the main Ship Builder.

Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned above is mandatory to qualify. (Work undertaken in last three years)

The bidder shall develop the design of the Dredgers based on the technical specification supplied by the Buyer. Any details missed out in the specification but mandatory for the safety and operations of the vessel must be included by the bidder. The bidder must undertake the design, construction, and supply of Dredgers as per the terms and conditions and contract agreed

The design must be based on Classification Society Rules and (IV Act 2021 and IV Rules 2022). The design document must be approved by the Classification Society.

The bidder should have adequate qualified and skilled work force for undertaking the design, construction of Dredgers as per the scope of work.

The bidder shall comply with the Quality Assurance Plan for execution of the work and meeting the standards required as per the Administrative Authority / Class rules and regulations (IV Act 2021 and IV Rules 2022). The bidder shall comply with the provision of Statutory Authority applicable in relation to execution of works.

The ship construction team should have to undertake total responsibilities of the preservation of machines/ equipment's/ Dredgers and total safety and security of the same during the construction phase including keeping the vessel under construction and after construction in a neat and clean condition.

The construction team shall be provided with safety gears / kit by the bidder as per provision of labour / marine act/practice.

The ship building yard must be competitive and provide smart solutions to the Buyer. The value additions can be offered through strict compliance of following:

- i. ISO 9001:2015 Quality Management System
- ii. ISO 14001:2015 Environment Management System
- iii. ISO 45001:2018 OHSAS
- iv. ISO 50001 Energy Management System
- v. ISO 27001 Information Security Management System

In addition to the ISO certifications mentioned, the ship building yard should also focus on continuous improvement and innovation to stay competitive in the market. To keep track of the latest and sustainable technologies and industry trends and report those to the Purchaser before and during the time of the cooperation are a must. Effective communication with the Purchaser throughout the shipbuilding process is crucial to ensure that the expectations are met and value is added.

The Bidder shall also indicate the following:

- (a) The Bidder shall have adequate resources for successful execution of the services and should be financially solvent. Bidder from India shall provide a solvency certificate from any nationalized / scheduled bank in India.
- (b) The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- (c) The Bidder must furnish details of supplies made by him in the last five years in proforma attached in Section IV.

Bidder should not have been debarred / blacklisted during the last three financial years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to knowledge of the Buyer even during the currency of the contract brought forward at a later stage. Bidder to furnish the Declaration in this regard.

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 (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications and the Bidder shall demonstrate that it has successfully completed at least two (2) contracts of similar goods in the past (3) years.

C. In Case of Joint Venture

Bidders quoting as Joint Venture meeting with the above requirement in together in full, can also be considered provided:

- (i) The Joint Venture (JV) shall furnishes a legally enforceable JV Agreement in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
- (ii) The bidders may also submit a bid having a joint venture with the firm of adequate experience in the design construction & supply of the dredgers.
- (iii) The bidder may tie up with another experienced National or International Design Consultant / Firm for Design, Preparation of the Drawing, obtaining approval from classification and statutory bodies as well as model testing and construction, commissioning, test & trial of the dredgers.

1.2 Documentation in support of Qualifying Criteria:

The Bidder shall enclose with its Bid the self-attested scanned copy of all necessary documentary evidence of credentials in support of meeting the Bid Qualification Criteria, viz

- a) Certificate(s) from its statutory auditors specifying Financial Turn Over for the past (3) three years;
- b) Certificate(s) confirming that the Bidder has completed similar works from User / Owner, supported by any Client Satisfactory Certificate if available.
- c) For Authorized agents - legally enforceable authorization in the prescribed format;
- d) For JV Partners- the JV Partners shall furnish a jointly & severally legally enforceable JV agreement
- e) The bidder should furnish the certificate for having delivered the Dredgers / Equipment on time from the Owner.
- f) Details of having the infrastructure facilities w.r.t
 1. Ship Building Yard along with requisite facilities
 2. Existing facilities for inspection and testing in the factories.
 3. Details of Service Centers and information on service support facilities in India / Aboard
 4. Training facilities in India
 5. Related Services & Training of (10) Ten persons on Operation & Maintenance & Running of Dredgers for 10 days in India.

g) Self-Declaration from Bidder including any /JV Member

That, in the last 3 (three) years, they have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, /JV Member or Associate or the said penalty has been accepted by the Bidder, Consortium/JV Member or Associate, as the case may be, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. In addition hereto, clarify that the firm's governance body is actually the same as during the last 3 (three) years.

FINANCIAL PART

2. Margin of Preference (ITB 37)

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 nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6, 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. [**Not Applicable.**]

- (c) Cost of major replacement components, mandatory spare parts, and service. [*insert one of the following*]

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

- (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 34.6, if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs. [**Not Applicable.**]

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated in accordance with the methodology specified in the BDS 34.6.

- (f) Performance and productivity of the equipment. [**Not Applicable.**]

Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment

will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS 34.6.

(g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6]

2.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

2.3. Alternative Bids (ITB 13.1) - An alternative if permitted under ITB 13.1, [Not Allowed]

Section IV. Bidding Forms

Table of Forms

1	Letter of Bid	52
2	Bidder Information Form	55
3	Bidder's JV Members Information Form	56
4	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration	56
5	Manufacturer's Authorization...	58
6	Declaration for claiming Tax /Duty Exemption	59
7	Letter of Finance Bid	60
8	Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported	64
9	Price Schedule: Goods Manufactured in the Purchaser's Country	66
10	Price and Completion Schedule - Related Services	67
11	List of Goods & Delivery Schedule	68
12	List of related Services & Completion Schedule	69
13	Form of Bid Security	70
14	PROFORMA FOR PERFORMANCE STATEMENT (FOR MANUFACTURER) .	72
15	PROFORMA FOR PERFORMANCE STATEMENT (FOR BIDDER AS AUTHORIZED REPRESENTATIVE)	73

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.

Date: **[insert date]** (as DD/MM/YYYY) of Bid Submission]

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

Invitation for Bid No.: **[insert identification]**

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

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

We, the undersigned, hereby submit our bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB -8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.6;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (e) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert a brief description of the Goods and Related Services];**
- (f) Our bid shall be valid for a period of **120 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- i. We accept the appointment of**[insert name proposed in Bid Data Sheet]** as the Adjudicator or]

- ii. We do not accept the appoint of*[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached;
- (g) If our bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable*] in accordance with the Bidding Document;
- (h) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2,
- (i) 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 a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5¹;
- (k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative

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

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

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

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

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

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

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

¹Use one of the two options as appropriate.

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]*

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

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

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

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

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

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

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

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

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

SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

4. 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

³ In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and".

⁴

Date of Bid Submission:
 Bid No:.....
 ICB No.: IN-IWAI-351776-GO-RFB
 Page _____ of _____ pages

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.

6. DECLARATION FOR CLAIMING TAX/ DUTY EXEMPTION

(Name of the Project)

Bid No.

⁵ 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. 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.

1B. LETTER OF BID - FINANCIAL PART

Date of Bid Submission:
 Bid No:.....
 ICB No.: *IN-IWAI-351776 -GO-RFB*

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 time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below, is:

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

In case of multiple lots, total price of each lot.....
[insert the total price of each lot in words and figures & Currency];

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 & Currency];

- (c) **Discounts:** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are:*[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:
[Specify in detail the method that shall be used to apply the discounts];Discounts.

- (d) **Commissions, gratuities and fees:** The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such*

<i>commission</i>	<i>or</i>	<i>gratuity]</i>
-------------------	-----------	------------------

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 person signing the Bid]

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

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

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

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

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

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

Price Schedule Forms

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

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							ICB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
1	Cutter Suction Dredgers		14 to 24 months from date of award of Contract	6 nos				
2	Recommended Spares for 2000hrs operation							
3	Mandatory Spares							
							Total Price	

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

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

(Group C bids, Goods already imported)

Date: _____

ICB No: _____

Alternative No: _____

Page N° _____ of _____

Currencies in accordance with ITB 15

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 148 (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)	Sales 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	Cutter Suction Dredgers			6 nos							
2	Recommended Spares for 2000hrs operation										
3	Mandatory Spares										
										Total Bid Price	

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

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB 15				Date: _____ ICB 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 with origin in the Purchaser's Country % of Col. 5	Sales 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	Cutter Suction Dredgers		6 nos						
2	Recommended Spares for 2000hrs operation								
3	Mandatory Spares								
								Total Price	

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____ ICB 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 the Purchaser's country 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 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<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>
Total Bid Price						

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

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

Service	Description of Service	Quantity 1	Physical Unit	Place where Services shall be	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>Performance or supervision of the on-site assembly and/or start-up of the supplied Goods</i>	6 nos	6 nos	Kolkatta	<i>a. 2no in 14 to 16 months b. 2 no in 18 to 20 months c. 2 no in 22 to 24 months</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>				
	<i>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</i>				
	<i>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</i>				

1. If applicable

[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)]

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee No (insert guarantee reference number) Date[insert data of issue]

Whereas*[name of Bidder]* here in after called “ the Applicant” has submitted his Bid dated *[date]* or will submit his Bid for Supply of*name Of Contract]* (hereinafter called "the Bid") under Invitation for Bids No.....*[insert number]* hereinafter called “the IFB”)

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____⁴ for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35; or
- (2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This Guarantee will remain in force up to and including the date 45 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Date :=.....

Witness :.....

Signature of the Bank :.....

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

PROFORMA FOR PERFORMANCE STATEMENT (FOR MANUFACTURER)

[Please see ITB Clause 11.2 (k) and
Section III- Evaluation and
Qualification Criteria]

**Performance Statement for a period of last seven (7) Financial years
i.e Financial year wise 2016- 17 ; 2017-18; 2018-19 ; 2019-20; 2020-21;
2021-22 , 2022-2023**

ICB No. _____

Name of the Firm _____

Date of opening.....

Order placed by (full address of Purchaser)and contactdetails (e- mailand phone no.)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery	Remarks indicating Reasons for late delivery, if any	Has the equipment been satisfactory to been satisfactorily Functioningto the Satisfaction of purchaser?
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>Year 2016-17</u>						
<u>Year 2017-18</u>						
<u>Year -2018-19</u>						
<u>Year -2019-20</u>						
<u>Year -2020-21</u>						
<u>Year -2021-22</u>						
<u>Year -2022-23</u>						

Signature and seal of the Bidder _____

PROFORMA FOR PERFORMANCE STATEMENT (FOR BIDDER AS AUTHORIZED REPRESENTATIVE)

[Please see ITB Clause 11.2 (k) and Section III- Evaluation and Qualification
Criteria]

**Performance Statement for a period of last seven (7) Financial years
i.e Financial year wise 2016- 17 ; 2017-18; 2018-19 ; 2019-20; 2020-21;
2021-22 , 2022-2023**

ICB No. _____

Name of the Firm _____

Date of opening.....

Order placed by (full address of Purchaser)and contactdetails (e- mailand phone no.)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery	Remarks indicating Reasons for late delivery, if any	Has the equipment been satisfactory to been satisfactorily Functioningto the Satisfaction of purchaser?
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>Year 2016-17</u>						
<u>Year 2017-18</u>						
<u>Year -2018-19</u>						
<u>Year -2019-20</u>						
<u>Year -2020-21</u>						
<u>Year -2021-22</u>						
<u>Year -2022-23</u>						

Signature and seal
of the Bidder _____

.....

Section V. Eligible Countries

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

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

Under ITB 4.7(a) and 5.1: *NONE*

Under ITB 4.7(b) and 5.1: *NONE*

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.² 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;³
 - (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;⁴
 - (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;⁵
 - (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;⁶
 - (v) "obstructive practice" is:

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

³ 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.

⁴ 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.

⁵ 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.

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

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁷ 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 nominated⁸;
 - (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."

⁷ 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.

⁸ 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.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

TECHNICAL SPECIFICATIONS

Technical Specifications for Dredgers

1. List of Goods and Delivery Schedule	87
2. List of Related Services and Completion Schedule	88
3. Drawings	89
4. Inspections and Tests.....	90

Technical Specifications for Dredgers

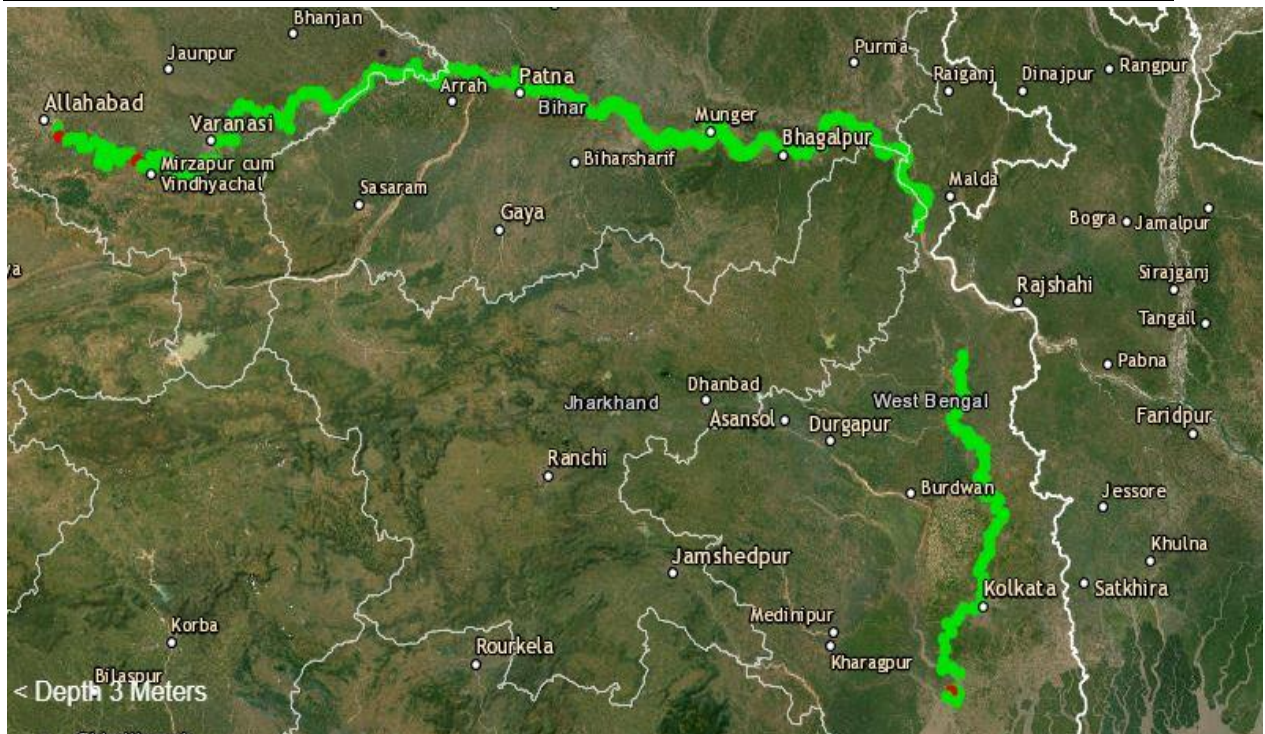
OUTLINE SPECIFICATION - OF NON PROPELLED CUTTER SUCTION DREDGER, FOR NW-1

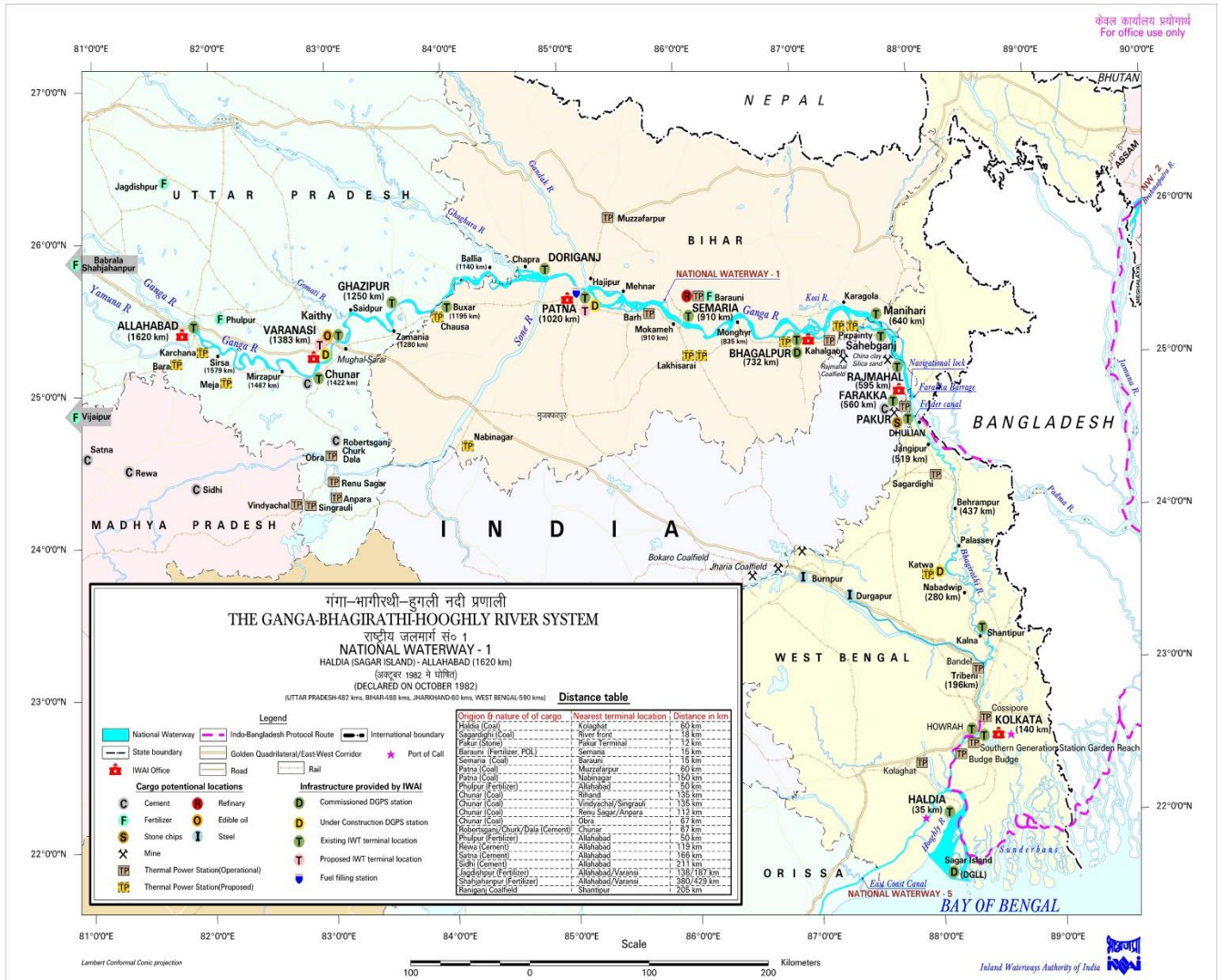
CUTTER SUCTION DREDGER

1.0 General

1.1 General Provisions

The purpose of this Specification is to outline the conditions and functional requirements for the design, construction and delivery of cutter suction dredger (hereinafter called the "Dredger" or "Vessel") for operation in Zone 2 of IV limit in accordance with (*IV Act 2021 and IV Rules 2022*) Inland Vessels Act 2021 and Inland Vessels Rules 2022 and/or IACS Rules. The Dredger shall be used for service on NW-1 (the river Ganga) and NW-2 (the river Brahmaputra) in India throughout the year and shall be designed, constructed, equipped, completed and delivered in conformity with this Specification, taken into consideration the natural work environment and conditions. Anything not described or left out of this Specification, but is considered as normal and necessary for the intended service, is to be supplied and fitted by the builder while development of detailed specification and design drawings supported by a related dredging production calculation report with pump characteristics.





1.2 Design Conditions and Basic Requirements

The Dredger is to be designed for dredging loose to medium packed sand, silt, sediment & mixture of both at a water depth between 1 and 6 m with a mixture capacity of 2600 m³/h with 20% concentration of solids at 1.3 t/cub.m density suitable for 1000 m horizontal transport of mixture by suction/ pressure pump (500m floating pipeline plus 500m shore pipeline)

The Dredger is to be designed and constructed in such a manner that the pontoons and major structures are dismantlable for easy of transportation from one location to another. The dredgers so dismantled would be transported by Road wherever large distances to be transported or from one NW to another NW. The length and height of the pontoon to be restricted to 27.5 m x 3.5 m. The dismantlable components should be

easily to lift by a crane from the water on a low floor 60` trailer and vice versa, and easily transportable on a low floor 60' trailer while adhering to Indian applicable traffic laws and regulations.

1.2.1. Design conditions

The following design conditions to be taken into account:

Climatic Conditions

- Maximum outside air temperature 48° Celsius with a relative humidity of 30%
- Minimum outside air temperature 2° Celsius with a relative humidity of 95%
- A relative humidity of 90% to be taken into account with an air temperature upto 40° Celsius
- Maximum river water temperature: 30° C,
- Occasionally occurring sand storms with wind speeds up to 40 m/sec.
- Monsoon season - The dredgers are not utilized during monsoon period. Optimum utilization of dredgers are during lean period.
- Typical tidal effect - 95%of the utilization of the dredgers are in rivers of NW-1 & NW2 where tidal affect is negligible or nil.

1.2.2 Basic Requirement

The following basic requirements shall apply to the Dredger:

- (a) The Dredger with its installations, systems and equipment shall be able to fulfil all described tasks, duties and capacities when operating under the design conditions mentioned above.
- (b) The main dimensions to be chosen in such a way that the maximum draught will not be more than 1.2 m for the Dredger in transport condition with the cutter ladder above water and with 50% stores (fuel and freshwater) on board.
- (c) The Dredger is to be able to dredge a channel upto a maximum depth of 6 m below water level and dredge a channel with a width of at least 45 mtrs for a dredged depth at 3 mtrs or more by one swing on either side of the centre line to dredge 45 m wide channel.
- (d) Tank capacities for fuel- and freshwater is to be suitable for at least 350 operating hours at 85% of maximum continuous rating (MCR) of engines.
- (e) The Dredger is to be designed with suction/pressure pump suitable for transporting the mixture via a 500 m floating pipeline and an additional 500 m onshore pipeline with discharge inner dia of preferably 450 mm to the shore with a horizontal discharge at a

height of 4 m above water level (assuming a spoil density of 1.30 ton/m³ and mixture capacity of 2600 m³/h to achieve 500 cum solids per hour. *Discharge of 500 Cum solids per hour through 500m floating pipe by suction / pressure pump must be demonstrated during trials at 1.3 T/m³ density.*

(f) The dredging installation shall be capable for jetting the mixture directly overboard via a large nozzle with a throwing distance adjustable up to at least 80 m aside the Dredger to port side and star board (assuming a spoil density of 1.30 ton/cum and a mixture capacity of at least 2600 cum/ hour)

(g) The dredger shall be designed and built in accordance with the requirement of the rules and regulations of any classifications society being a member of International Association of Classification Society for operation in Inland Waterways of India. Notation will be of Dredger, Zone 2' of Classification Society for Inland Vessels. The dredger shall be registered with IWT Directorate, Govt of West Bengal as per the provisions of I.V. Act of 2021.

(h) All materials, equipment and machinery required for the construction of the Dredger shall be of high quality and suitable for the marine use and for the prescribed services. All workmanship wrt construction and finishing of the work shall be of first-class standard in accordance with good shipbuilding practice, suitable for the purpose intended and to the satisfaction of the Inspecting Authority.

(i) For passing bridges, the maximum height of the Dredger above waterline to be less than 6.0 m (Dredger in transport condition) ie air draft from the load line to the tip of mast or highest point on top of operation cabin if the mast is collapsible. Provision to be provided for Spuds to be secured horizontally to meet the air draft restrictions. Air draft restriction has to be maintained.

(j) Special measures to be taken to protect the equipment and engines against the effects of dusts i.e. preservation regime shall be ensured by the builder during the construction phase and preservation undertaken with schedule to be handed over at the time of delivery.

k) River current in Brahmaputra to be especially factored into the design for operations. (Minimum 2 knots to be factored)

l) Suitable cutter head design vs. working method that guarantees a minimum of "dredge residue" during the dredging process.

m) Zero waste discharge requirements

2.0 Description of Dredger

The Dredger will be a non-propelled cutter suction dredger suitable for dredging operations in protected (inland) waters, such as NW-1 (the river Ganga) and NW-2 (the river Brahmaputra) in India. The pontoon/pontoons shall be constructed of steel and the Dredge machineries & equipment of standard & good performance from reputed manufactures are to be installed. The hull of the dredger shall be of multi pontoons (ie dismantlable type construction) built of ship building quality steel and shall be classified as non-propelled dredger for Inland Dredging.

The Builder will provide design drawings and design calculations to prove the feasibility and suitability of the proposed vessel's design (e.g. dimensions, pipe diameters and length, engines, etc.), in compliance with the site conditions and project needs to achieve maximum production efficiencies, minimum wear & tear and maximum energy efficiency (e.g. efficient fuel consumption, energy efficiency improvements, cleaner energy and the emissions thereof), to be approved by the Purchaser before start of the vessel building (from initial conceptual design to final detailed design).:-

The general lay-out will be such that the pontoon can carry the complete dredging installation with other necessary equipment and 30 tons of stores, fuel and fresh water at a maximum draught of 1.2 m (loaded).

The main installations are:

- a) Cutter ladder with cutter head and cutter drive
- b) Ladder hoisting system with gantry and winch
- c) Dredger swing system with two side winches
- d) Suction and discharge installation with one dredge pump and drive.
- e) Auxiliary engine(s) with auxiliaries
- f) Hydraulic system with power unit
- g) Spud system with spud carrier, two spuds and hoisting arrangements etc.
- h) Operating cabin
- i) Deck crane 3Ton Capacity
- j) Floating and onshore pipe lines.(Excluding)
- k) Anchor boom system
- l) Navigation Lights, GPS, Magnetic compass
- m) FFA & LSA
- n) Cathodic protection system
- o) Electrical System
- p) Sound attenuation – Ear Muffs / Plug recommended
- q) Dolphin pingers
 - *Installation of pingers in the vessel/dredgers to deflect dolphins.*

- *Installation of anti-vibration pads in the vessel/dredgers to reduce the noise generation.*
- *Modified propeller guards for the vessels/dredgers.*
- *Bio toilets/ STP on the vessels/ Dredgers.*
- *Oil spill control kit along with Safety kits like Personal Protective Equipment (PPE's), life jackets etc are kept onboard dredgers.*
- *Prevention of pollution in line with the Inland Vessel Act 2021 through Zero discharge policy for the vessels/dredgers and Procedure of no waste discharge as well as waste collection.*

The principal dimensions and characteristics are as follows: -

- length of pontoon 30.0 m approx.
- length overall with ladder raised 40.00 m approx.
- breadth moulded 9.5 m approx
- depth at side 2.3 m approx.
- maximum draught (with 30 tons stores) 1.2 m approx
- Maximum dredging depth 6.0 m
- Inside diameter of suction pipe 500 mm
- Inside diameter of discharge line 450 mm
- Dredge pump drive Min 1200 HP or above
- Auxiliary engine no. 1 abt 550 -650 HP
(hydraulic power unit)
- Harbour Diesel Engine coupled to alternator 50 KVA 80 HP approx
- Cutter drive (hydraulic) 150-170 HP
- Cutter Speed max. 35 r.p.m.
- Cutter head with suitable design to dredge primarily loose to medium packed sand, and present silt, sediment & mixture of both sand and fine materials (e.g. diameter, teeth, blades)
- fuel capacity at least 80 m³ (68T)
- freshwater tank capacity at least 4000 ltrs (4T)
- Mixture Capacity of at least 2600 m³/hr with 20% concentration of solids at 1.3 t/cum density.

The pontoon will be subdivided by watertight transverse and longitudinal bulkheads into the following compartments:

:two ballast water tanks on either side of the spud carrier well

:two stores

:machinery space with dredge pump and four fuel tanks along the sides

:two stores on either side of the ladder well.

The accommodation and operator's control cabin will be built on deck with a width of about 4.3 m. The accommodation will have a day time crew arrangement, and a double berth and Toilet.

Air-conditioned operating cabin with all remote control system and display for operation by a single operation with a panoramic all around clear cabin view.

At the forward end of the pontoon a hoisting gantry mounted on heavy pins will be arranged (with a total height above water of less than 6.0 m).

The Dredger's final color and Purchaser's logo location (similar to all other boats) are subject to the approval process.

3.0 Dredging equipment

For making the productional swing, the Dredger is to be equipped with two hydraulically driven side winches, mounted on the main deck forward of the operator's control cabin. The dredged channel width to be at least 45 m for a dredged depth of 3m or above.

The cutter shall be hydraulically driven (two slow running motors) through a watertight gearbox. The cutter ladder hoisting winch will be Identical to both side winches.

For production and delivery of spoil, one high pressure installed sand pump with a mixture capacity of at least 2600 m³/h to dredge primarily loose to medium packed sand, and present silt, sediment & mixture of both sand and fine materials from 6 m water depth and deliver the spoil via 500 m floating and 500m onshore pipeline

The Dredger shall be capable to dredge with satisfactory production at a minimum depth of 1.0 meter. The diesel engine and hydraulic installations (winches + cutter drive) shall be remotely controlled from the operator's cabin, so that the dredging operation can be controlled by a single person.

After disconnecting the floating/fixed discharge pipe line and mounting a jetting nozzle on board the mixture can be thrown on either side (port side or star board) of the Dredger up to a distance of at least 80 m.

For positioning, the Dredger shall be equipped with two tubular steel spuds in the aft ship, one spud acting as fixed positioning spud, the second spud mounted in a spud carrier, movable by a hydraulic cylinder to make steps in the forward direction of the Dredger.

A deck hoisting crane with a lifting capacity of at least 3 tons shall be installed.

4.0 DREDGE CONTROL & MEASUREING SYSTEMS

The main dredge controls for cutter and dredge pump, for side winches, spud control ladder hoisting/lowering along with indicators and profile control units in instrument panel to be installed in the control cabin. The dredge pump diesel

engine to be remote controlled from the dredging desk with provision for emergency stop.

Instrument rack should be provided with vacuum/pressure indicators, ladder position indicator, Draught measuring device, spud carrier position indicator, Dredge profile computer, Gyro compass, and indicators to control the dredge efficiency such as flow rate (m³/hr) and density (Tonne/m³) indicators of the dredged materials..

5.0 Spare Parts and Tools

Spare parts, inventories and tools shall be provided in accordance with:

- the requirements of the Rules and Regulations of Classification Society
- the Contractor's/Manufacturers' standard/Manual
- Onboard spares for all machineries for 500 running hours
- Standard and Special Tools

The parts shall be administered, packed, preserved properly.

The builder will provide a recommended maintenance program and guideline.

6.0 Trial and Place of Delivery

All tests and trials required for the vessel and her equipment shall be performed in compliance with the statutory/Classification Society/Owner's requirements.

The Builder shall prepare and submit a detailed programme of the relevant trials to the Owner and classification society for approval.

Any defect/shortfall pointed out by the Surveyors/Owner during the tests and trials, shall be rectified by the builder at no extra cost.

All costs involved in conducting the trials (incl. permit arrangements) shall be borne by the Builder. The Builder shall carry out the following tests and trials:

- a) factory or workshop tests (at manufacturers' premises)
- b) installation trials (shore tests at yard)
- c) technical trials
- d) checking and/or demonstration trials

in the presence of the representatives of the Owner / any Classification Society and other authorities where applicable. All test data and

measurements must be collected by the Builder and these reports shall be submitted to the Class & Owner's.

OEM shall provide the training to the crew before delivery of the vessel.

7.0 Place of delivery : Kolkata region and / or Guwahati region

Based on the outline specification, the builder's designer has to develop the detailed specification and drawings for the approval of Owners and Classification Society respectively, as applicable.

2. List of Related Services and Completion Schedule

[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)]

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</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>

1. If applicable

5. Inspections and Tests

Inspection procedure and process

The Ship Builder shall propose an inspection process procedure to the Purchaser before the start of the works for the review and approval of the Purchaser. During the works, the inspection procedure is subject to continuous improvement, if applicable.

The Work shall be open to supervision and/ or inspection by the Customer or his representatives at all reasonable times upon prior reasonable notice, or any claim for defects in workmanship or material shall be made in writing during the construction period till delivery. The Ship Builder will replace at its own premises any defective work or material which can be proven to be defective, and which is communicated in writing as aforesaid. The inspections shall be carried out by the Class / Statutory body, as applicable along with owner's representative. The Ship Builder shall prepare the construction schedule of the vessel as per contract as well as QAP indicating the stages of inspection.

In the case of defects or failures arising from faulty materials used by the Ship Builder, the customer is entitled for free replacement and repairs.

Periodic inspection shall be carried out by the Engineer-in-charge (EIC) or his representative of their Dredgers. The Ship Builder can have the inspection schedules finalized with the Engineer-in-charge (EIC). Generally, all attempts should be made to have joint inspection and number of inspections be not less than one in a week during the building phase /for repair / drydocking of Dredgers and other equipment. Class / Statutory inspection can be planned accordingly.

All works involving more than one process shall be subject to examination and approval at each stage thereof and the Ship Builder shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

No work shall be put out of view without the approval of the Engineer-in-Charge, or his authorized representative and the Ship Builder shall afford full opportunity for examination. The Ship Builder shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the Ship Builder, accordingly, examine and measure such work. In the event of the failure or the Ship Builder to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the Ship Builder's expenses.

The Ship Builder shall offer the Owner or the Inspecting authority or Officer all proper and reasonable access (incl. appropriate scaffolding) and facilities for examining inspecting and testing the materials, machinery and workmanship used or intended to be used or employed during the progress of the construction and installation of equipment of the vessel and on completion thereof shall also supply free of charge such calibrated and/ or certified apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testing. The Owner, the Inspecting authority or officer shall have access to the place or places where any part of the machinery or equipment is being constructed or is stored at all reasonable times during the execution of this Contract and in case any part of the work shall have been covered or closed without previous inspection the Ship Builder shall if required open such part or parts wherever necessary to enable the Owner or Inspecting authority or Officer to inspect the part so opened up at the expense of the Ship Builder.

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

PART 3 - Contract

Section VIII. General Conditions of Contract

Table of Clauses

1.	Definitions.....	94
2.	Contract Documents.....	95
3.	Fraud and Corruption.....	95
4.	Interpretation.....	95
5.	Language.....	96
6.	Joint Venture, Consortium or Association.....	97
7.	Eligibility	97
8.	Notices	97
9.	Governing Law	97
10.	Settlement of Disputes	97
11.	Inspections and Audit by the Bank	98
12.	Scope of Supply	99
13.	Delivery and Documents.....	99
14.	Supplier's Responsibilities.....	99
15.	Contract Price.....	100
16.	Terms of Payment	100
17.	Taxes and Duties.....	101
18.	Performance Security.....	101
19.	Copyright	101
20.	Confidential Information	102
21.	Subcontracting	102
22.	Specifications and Standards	103
23.	Packing and Documents.....	103
24.	Insurance	104
25.	Transportation and Incidental Services.....	104
26.	Inspections and Tests	104
27.	Liquidated Damages	106

28. Warranty	106
29. Patent Indemnity	107
30. Limitation of Liability.....	108
31. Change in Laws and Regulations.....	108
32. Force Majeure	108
33. Change Orders and Contract Amendments.....	109
34. Extensions of Time	110
35. Termination.....	110
36. Assignment	111
37. Export Restriction	111

Section VIII. General Conditions of Contract

1. Definitions

1.1 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 the country specified in the Special Conditions of Contract (SCC).
- (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, 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 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 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 and Fraudulent Practices

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 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 thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR 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 written in the language specified in the **SCC**. 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 the language specified, 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. Joint Venture, Consortium or Association** 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 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 Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (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 from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of** 10.1 The Purchaser and the Supplier shall make every effort to

Disputes

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 Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to 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 Pursuant to paragraph 1.16 (e) of Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed 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 Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's

prevailing sanctions procedures).

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;

- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

15 Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

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

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

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 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) 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, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of 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. Notification by the Supplier, for addition of

any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. 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 and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, 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—in a freely convertible currency from an eligible country—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 and 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 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 the place of the Purchaser's country 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 Appendix 1 to the GCC, 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 1

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.⁹ 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;¹⁰
 - (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;¹¹
 - (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;¹²
 - (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;¹³

⁹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁰ 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.

¹¹ 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.

¹² 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.

¹³ 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 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,¹⁴ 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 nominated¹⁵;
- (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."

¹⁴ 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.

¹⁵ 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.

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor’s Name: *[insert full name]*

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

Section IX. Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: [<i>INDIA</i>]
	The Purchaser & Owner are used interchangeably in the Bidding Document.
GCC 1.1(j)	The Purchaser is: Vice Chairman & Project Director <i>Inland Waterways Authority of India</i> <i>Project Management Unit</i> Address: <i>A-13, Sector - 1</i> City: <i>Noida, Gautam Buddha Nagar, Uttar Pradesh</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: Farakka / Kolkata
GCC 1.1 (p)	The term SEA/SH where used in the Contract has the following meaning: <ul style="list-style-type: none"> • “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. • “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms,
GCC 4.2 (b)	The latest version / edition of Incoterms shall be followed The version edition of Incoterms shall be 2010.
GCC 5.1	The language shall be: ENGLISH

GCC 8.1	<p>For <u>notices</u>, the Purchaser’s address shall be:</p> <p>Project Director, Project Management Unit Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 1202424544 Electronic mail address: vc.iwai@nic.in</p>
GCC 9.1	<p>The governing law shall be the law of :Republic of India</p>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p style="text-align: center;"><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s country.”]</i></p> <p>A. Contract with foreign Supplier: GCC 10.2 (a) Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitration venue shall be a neutral country or a venue mutually agreed at the time of signing of contract agreement. The language of Arbitration proceeding shall be English.</p>
GCC 10.2	<p>B. Contracts with Supplier national of the Purchaser’s country:</p> <p>a. In case of Dispute or difference arising between the Purchaser and and a supplier who is a national of India 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, 2015. 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 In accordance with the provision of the Arbitration and conciliation Act 2015.</p> <p>b,If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 2015.</p>

	<p>C, The Venue of Arbitration shall be New Delhi, India, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>d. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>e. The provisions of the Arbitration and Conciliation Act of 2015 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>For both A) and B) above: If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceeding rejoined.</p>
GCC 10.2.1	<p>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:</p> <p>(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).</p> <p>b. If one of the parties fails to appoint its arbitrator in pursuance of sub- clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at NEW DELHI India, and the</p>

	<p>language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d)The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e)Where the value of the contract is Rs. 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.</p> <p>(f)Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p> <p>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 shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at <u>NEW DELHI</u> India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. [ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</p> <p>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p>
GCC 12.1 and 25.2	The scope of supply for the Goods and Related Services to be supplied shall be as specified below: [indicate the scope of the supply including the related services below as given in Schedule of Requirements]
GCC 13.1	<p>Delivery Schedule & Location</p> <p>Immediately after completion of satisfactory trials the Ship Builder shall proceed to make the Vessels ready for the delivery at specified destination and shall thereupon deliver the vessels or cause the same to be delivered in a proper and seaman like manner at their own risk at the said specified destination and deliver the same in the charge of the representative in such suitable place and position as may be indicated</p>

	<p>by him complete with all necessary certificates and licences and in a good, complete and satisfactory condition of repair, fair wear and tear, consequent on the voyage accepted and with all stores and equipment's in the specification mentioned or herein provided for on board, any damages incurred (other than fair wear and tear) or defects discovered during such navigation being made good by the Ship Builder at his own expenses prior to such last mentioned delivery. A sufficient crew and all engines and other necessary and usual stores and equipment are to be provided for the delivery by the Ship Builder and all costs and charges of every description in connection with the delivery are to be borne by the Ship Builder and all dock, canal and harbour dues and charges are to be paid by him. The Ship Builder shall comply with all Ministry of Shipping Rules, if any, and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone whereby the cost of insurance premium is increased. Should the cost of insurance be in any way increased by the failure of the Ship Builder to meet such requirements, any such increased cost shall be borne by the Ship Builder.</p> <p>After the checking trials (at the site of delivery) and the approval of owner of these trials with reports etc. the Vessel to be handed over to the Owner in a proper and clean condition with at least 50% of Liquid stores on board (fuel, Lub oil and freshwater). The costs for transport, additional painting, checking trials and handing over and with the listed stores are borne by the Ship Builder.</p> <p>All relevant documents, certificates (Ref 13.1.1) , tools, inventories, spare parts etc. are to be on board at the time of handing over.</p>
GCC 13.1.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <ol style="list-style-type: none"> 1. 3 (three). Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; 2. Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; 3. 3 (three)..Copies of packing list identifying contents of each package; 4. Insurance certificate; 5. Manufacturer's/Supplier's warranty certificate; 6. Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and 7. Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of</p>

	<p>the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
GCC 13.1.2	<p>The delivery shall be affected in phases as under and overall completion shall be within (24 Months)-Two years.</p> <p>Phase-I : Two Dredgers within 14 to 16 months Phase-II : Two Dredgers within 18 to 20 months Phase-III : Two Dredgers within 22 to 24 months</p>
GCC 14.9	<p>GCC 14.9.1</p> <p>The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out <i>[state as applicable: installation/ operation/ maintenance/ operation and maintenance]</i> that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel; (ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.
GCC 14.9	<p>GCC 14.9.2</p> <p>The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the <i>[state as applicable: installation/operation/maintenance/operation and maintenance]</i> is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the <i>[state as applicable: installation / operation / maintenance/ operation and maintenance]</i> is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p>

	<p>GCC 14.9.3</p> <p>The Supplier must be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance Act (ESI). The Bidder shall submit copies of EPF & ESI certificates. The Bidder shall submit an undertaking of submitting the Labour License (i.e. registration under Contract Labour (Regulation & Abolition) Act 1970) within 21 days of issuance of Letter of Acceptance (LOA). Further, the Bidder shall also submit an undertaking to the extent that the employees are paid not less than the remuneration notified under this contract.</p>																					
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed “<i>shall not</i>” be adjustable.</p>																					
<p>GCC 16.1</p>	<p>GCC 16.1 Payment shall be made in currency in which the Bidder has Quoted in the following manner:</p>																					
	<table border="1"> <tr> <td data-bbox="488 867 570 905"></td> <td data-bbox="570 867 691 905"></td> <td data-bbox="691 867 1455 905"></td> </tr> <tr> <td data-bbox="488 905 570 1045">i.</td> <td data-bbox="570 905 691 1045">15%</td> <td data-bbox="691 905 1455 1045">when keel is laid against irrevocable Bank Guarantee. The Bank Guarantee 15% of the contract value having validity till the acceptance of delivery and will be returned after 28 days after delivery of the Vessel's.</td> </tr> <tr> <td data-bbox="488 1045 570 1083">ii.</td> <td data-bbox="570 1045 691 1083">15%</td> <td data-bbox="691 1045 1455 1083">when 50% Hull Fabrication and erection is completed</td> </tr> <tr> <td data-bbox="488 1083 570 1157">iii.</td> <td data-bbox="570 1083 691 1157">20%</td> <td data-bbox="691 1083 1455 1157">when 100% Hull fabrication and erection is completed.</td> </tr> <tr> <td data-bbox="488 1157 570 1262">iv.</td> <td data-bbox="570 1157 691 1262">20%</td> <td data-bbox="691 1157 1455 1262">on Integration of major machineries i.e. main engines, pumps, propellers, auxiliary engines, windlass, etc of the vessels.</td> </tr> <tr> <td data-bbox="488 1262 570 1299">v.</td> <td data-bbox="570 1262 691 1299">15%</td> <td data-bbox="691 1262 1455 1299">on launching of the Dredgers</td> </tr> <tr> <td data-bbox="488 1299 570 1404">vi.</td> <td data-bbox="570 1299 691 1404">15%</td> <td data-bbox="691 1299 1455 1404">on successful tests and trials and delivery of the Dredgers at designated place & issuance of Final Acceptance Certificate</td> </tr> </table>				i.	15%	when keel is laid against irrevocable Bank Guarantee. The Bank Guarantee 15% of the contract value having validity till the acceptance of delivery and will be returned after 28 days after delivery of the Vessel's.	ii.	15%	when 50% Hull Fabrication and erection is completed	iii.	20%	when 100% Hull fabrication and erection is completed.	iv.	20%	on Integration of major machineries i.e. main engines, pumps, propellers, auxiliary engines, windlass, etc of the vessels.	v.	15%	on launching of the Dredgers	vi.	15%	on successful tests and trials and delivery of the Dredgers at designated place & issuance of Final Acceptance Certificate
i.	15%	when keel is laid against irrevocable Bank Guarantee. The Bank Guarantee 15% of the contract value having validity till the acceptance of delivery and will be returned after 28 days after delivery of the Vessel's.																				
ii.	15%	when 50% Hull Fabrication and erection is completed																				
iii.	20%	when 100% Hull fabrication and erection is completed.																				
iv.	20%	on Integration of major machineries i.e. main engines, pumps, propellers, auxiliary engines, windlass, etc of the vessels.																				
v.	15%	on launching of the Dredgers																				
vi.	15%	on successful tests and trials and delivery of the Dredgers at designated place & issuance of Final Acceptance Certificate																				
<p>GCC 16.1.1</p>	<p>Documents towards processing of payments</p> <ul style="list-style-type: none"> i) Stage completion certificate by Classification Society and Engineer-in-Charge of customer linked with QAP ii) Three copies of Invoice iii) Actual measurement report at every stage completion as per QAP iv) Machinery shop floor test report and material lab test reports 																					

GCC 16.5	<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 For Foreign currency: SOFR rate +2 % per annum, on the day of contract signing. For Local Currency: 2.5% per annum. (SOFR – Secured overnight financing rate)</p>
GCC 17	<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>
GCC 18.1	<p>The Performance Security shall be submitted in two separate Bank Guarantees in the Standard Form of Bank Guarantee of the Employer as detailed here under. valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <ol style="list-style-type: none"> 1. The Performance Security amount is 5% percent of the Contract Amount. 2. Environmental, Social, Health and Safety (ESHS) Performance Security amount is 1.5 Percent of Contract Amount. 3. Plus additional security for unbalanced bids (if any) to be decided during evaluation of bids and informed to Bidders at the time of Pre-award discussions. <p><i>“ The Bank Guarantee issued in paper form shall become operative only when the Bank Guarantee advice transmitted through SFMS is advised to the Beneficiary by the Advising Bank.</i></p> <p><i>The details of the Advising Bank are as under:-</i></p> <p><i>Name of the Bank: Canara Bank</i></p> <p><i>Branch Name & Address: Morna Noida, B 16/17, Ground Floor</i> <i>Sector-18 , Noida (2013010 U.P</i></p> <p><i>IFSC Code: CNRB0018778.</i></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> <p>The standard forms of Performance Security, and if applicable ESHS performance security, acceptable to the Employer shall be unconditional Bank Guarantees from Scheduled or Nationalized banks in India of the types as</p>

	<p>presented in Section X of the Bidding Documents.</p> <p>Throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security and the ESHS performance security' to be submitted by the successful bidder in the amounts specified above.</p> <p>The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the Performance Security Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or in another form approved by the Employer. The ESHS Performance Security shall be issued by a reputable bank selected by the Contractor, and shall be in the ESHS Performance Security Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or in another form approved by the Employer. A foreign institution providing a Performance Security or ESHS Performance Security shall have a correspondent financial institution located in the Employer's Country.</p> <p>The performance security and the ESHS performance security, of a Joint Venture shall be in the name of the Joint Venture specifying the names of all the members or in the name of Lead member.</p> <p>The Contractor shall ensure that the Performance Security and the ESHS Performance Security are valid and enforceable until the Contractor has executed and completed the Works and Services and other obligations (including defect liability and satisfactory performance of the ESHS obligations) under the Contract. If the terms of the Performance Security and ESHS Performance Security specify expiry dates, and the Contractor has not yet executed and completed the Works and Services and other obligations under the Contract, by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and the ESHS Performance Security until the Works and Services and all other obligations under the Contract have been completed.</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: "a Bank Guarantee" issued by a Nationalized/Scheduled Bank of India or a reputed Foreign Bank having a corresponding Bank in India.</p> <p>If required, the Performance security shall be denominated in "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"</p>
GCC 18.4	<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>

GCC 18.5	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations</p>
GCC 23.2	<p><u>Packing Instructions:</u>The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing.</p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>Additionally, the builder shall take out builders policy to cover against all usual builder's risk, including protection and indemnity risks, test risks, and war risks under policy terms that shall be no less favourable than those of the London Institute Builder's Risk clauses.</p> <p>All Insurances shall name the builder as the assured party and the Buyer as the co-insured party for their respective interests. The insurances shall contain loss payable provisions reasonably acceptable to the Buyer. All premiums shall be for the builder's account.</p>
GCC 24.1.1	<p>Insurance & Registration</p> <p>The Ship Builder shall at his own cost fully insure and keep insured in the joint names of the Owner and the Ship Builder the vessels and the machineries, materials and thing used or intended for use in the construction and outfit thereof. Hull insurance and machinery insurance may be done by the Builder, but the insurance cover should cover the effected payment as well as the extent of work completed. The Ship Builder is also to keep insured the value of any modifications, additions and spare parts as may be agreed upon from time to time during the construction of the vessels</p> <p>The Policy/Policies shall be effected with reputable Insurance Company approved by the Govt. and shall comprise insurance against fire, launching and all other risks, accidents and damages excluding War Risk which for the time being can be covered by insurance during and after the construction of the vessels and while she remains in the harbour or the yard of construction or</p>

	<p>when engaged on or in connection with any trials made under this Contract as well as the perils of the river and all other risk of every kind including War Risk so far as they are insurable, or whilst lying therein or on a slipway or in a dry dock or being tried near thereto previous to being accepted by Owner and the Ship Builder shall from time to time (if from any cause the vessels shall not be delivered to and accepted by the Owner during the term of such policies) renew and said insurance and pay and continue to pay all premium which shall become payable in respect of such insurance and within seven days from the date when such renewed insurance is effected or premium paid shall deliver to the Owner the policy or policies thereof and the receipts for such premium PROVIDED ALWAYS that in case of default by the Ship Builder to keep up the said insurance or to effect any such renewal insurance as aforesaid</p>
GCC 24.1.1	<p>then the Owner if they shall think fit shall be at liberty to do so and thereupon the Ship Builder shall repay the owner the amount of the premium paid by them or the Owner shall be at liberty at his option to deduct the amount thereof from any sums payable to the Ship Builder under this contract PROVIDED ALSO that nothing wherein contained nor anything done or omitted to be done by the Owner in pursuance hereof shall be deemed to release the Ship Builder from diminish or affect his obligation to keep the vessels machineries, materials and thing insured to the full amount of the value therefore from time to time in accordance herewith until her acceptance at the place of delivery mentioned in the Contract nor shall diminish or affect the liability of the Ship Builder in respect thereof</p>
GCC 24.1.2	<p>Insurance If any event shall happen giving rise to a claim under the insurance policy to be effected under this clause or if the vessels shall become a total or constructive total loss on the delivery to specified destination or after the arrival there and before the acceptance by the representative owing to perils of the river of other risks insurance so far as they are insurable to be effected for the delivery at the specified destination the Owner without prejudice to the rights to have this contract performed within such extended time and at such price as may be mutually agreed and failing agreement determined by the Owner shall give the money which shall become payable under whichever of the said policies the claim shall arise and retain the same paying the Ship Builder the difference between the aggregate of such sums as they may have previously paid the Ship Builder under this contract and such total amount as the Owner may certify would have been payable to the Ship Builder if this contract had been terminated. Provided that if the vessels are covered against War Risks the premium on the account shall be payable by Owner</p>

GCC24.1.3	<p>Registration</p> <p>The Ship Builder shall give all such builders and other certificates and documents and do such other acts and things as may be necessary or proper on his part for the registration of the vessels in the name of the Owner to the representative or other agent of the Owner whom the Owner may appoint for that purpose. Failing this the Ship Builder must arrange for the vessels to proceed to the specified destination under a "Pass" from the appropriate authorities at any port and all fines payment or penalties which may become payable by the Owner, the representative of the said agent by reason of any defect in such registration or during the delivery of the vessels to the specified destination shall be paid by the Ship Builder or may be deducted from the money payable to him under this contract and he shall indemnify the Owner, the representative and the said agent respectively there from and from all claims, actions, suits and proceeding and all costs, charges and expenses in respect thereof.</p>
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p>
GCC 25.2	<p>Incidental services to be provided are: Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features.</p> <p>The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price</p>
GCC 26.1	<p>The inspections and tests shall be: As specified in the Technical Specifications</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at: Location(s) as specified in the Technical Specifications</p>
GCC27.1	<p>The liquidated damage for delay in delivery shall be: 1 % per week up to a maximum of 10% of the contract value after which the Purchaser have the right to cancel the contract.</p> <p>Additionally penalty for following deficiencies upto a max of 10% of contract value shall be imposed if there is</p> <p>A. Deficiency in specification B. deficiency in performance – Speed. C. deficiency in performance – Draft.</p>

GCC 27.1.1	<p>Penalty for late delivery The penalty for late delivery shall be 1% of the cost of the vessel per week subject to a max of 10%. If the builder is not able to complete the delivery of the vessel even by an extension of the delivery period of five weeks, then the owner at his option may reject the vessel and rescind this contract or may accept the vessel at a reduction in the price as may be agreed between the parties over and above the Liquidated Damages.</p>
GCC 27.1.2	<p>Penalty for deficiency in Specification – 10% of the contract value The Ship Builder shall give full guarantee in every respect in accordance with the provisions of the specifications for the construction of the fully river worthy vessel constructed out of the best material of international shipbuilding quality and workmanship with good stability as also for faultless execution of work in all its details. The total contract price of the vessel shall have to be affected or changed, by reason of the actual speed, as determined by trial runs, in accordance with the specifications, being less than the guaranteed speed under the terms of the attached specifications, if the actual speed is less than three-tenth (3/10) of max speed below the guaranteed speed. However, commencing with and including a decrease of three-tenth (3/10) of max speed in actual speed below the guaranteed speed of the</p>
	<p>vessel, the total contract price of the vessel shall be reduced for deficiency in max speed as follows (but dis-regarding fractions of less than one-tenth(1/10), of max speed):</p>
GCC 27.1.4	<p>Penalty for deficiency in draft of the vessel-10 % of the contract value The total contract price of the vessel must be affected or changed by reason of the actual max. draft with full bunker, water, personnel, and stores as determined by actual measurement in accordance with specification being more than that specified in the attached specifications if the actual draft is more than 25mm. However, commencing with and including an increase of 25mm in actual draft the total contract price of the vessels (CSD Units) shall be reduced for deficiency in draft as follows: Up to 25 mm of draft: 5% of the contract value of the vessel Up to 50mm of draft : 10% of the contract value of the vessel If the actual draft of the vessels(CSD Units) is more than 50mm and builder is not able to rectify even by an extension of delivery period, then the owner at his option may reject the vessels (CSD Units) and rescind the contract or may accept the vessel at a reduction of the price as may be agreed between the parties</p>

GCC 28.3	<p>The period of validity of the Warranty shall be: Same as given in GCC 28.3.</p> <p>The period of validity of the Warranty shall be: 365 days</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: Farakka / Kolkata</p>
GCC 28.3.1	<p>In partial modification of the provisions, the warranty period shall be 12 months from the date of acceptance of Goods. 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> <ul style="list-style-type: none"> a) 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 ; b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% c) The period for correction of defects in the warranty period is 30 days d) If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser. e) The supplier should provide 1 no. of preventive maintenance services yearly during the warranty period which will be other than breakdown calls (if any). f) The warranty shall also cover all the consumables parts, accessories, vacuumatic products. g) The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipment's execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. h) If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost. i) The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

GCC 28.5	<p>The period for repair or replacement shall be: 30 days.</p> <p>Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.</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.”</p> <p>If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser</p>
GCC 31.1	<p>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.</p>

Attachment: Price Adjustment Formula -- Not Applicable

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

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

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

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

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

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

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

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

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

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

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

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

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section X. Contract Forms

Table of Forms

Letter of Acceptance	134
1. Contract Agreement	135
2. Performance Security	137
3. Advance Payment Security	138

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
 and name of currency]*, 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 28 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

Contract Agreement

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

THIS AGREEMENT 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”), of the one part, 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”), of the other part :

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, 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]*

Performance Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded. _____

[signature(s)]

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
- (c) A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded. _____

[signature(s)]

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

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

Consignee Certificate

On Hull Fabrication & Erection

No.

Date

To,

Supplier

This is to certify that the above mentioned Supplier has completed the work of "Hull Fabrication & Erection" as per requirement of the contract and to our satisfaction and on inspection we find it in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	Capacity Augmentation of National Waterways 1 project
Purchaser	The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)
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

On Launching & Procurement of major machineries

No.

Date

To,

Supplier

This is to certify that the abovementioned Supplier has completed the work of “Launching & Procurement of major machineries” as per requirement of the contract and to our satisfaction and on inspection we find the machinery and equipment in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	Capacity Augmentation of National Waterways 1 project
Purchaser	The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)
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 delivery of
the vessel by the Consignee

No.

Date

To

The Supplier

This is to certify that the supplied 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 vessel 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 Waterways 1 project
Purchaser	The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)
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. :

SAMPLE FORMAT:

Invitation for Bids

[COUNTRY]

[NAME OF PROJECT]

Loan No./Credit No./ Grant No.: _____

Contract Title: _____

Reference No. (as per Procurement Plan): _____

1. The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]*, and intends to apply part of the proceeds toward payments under the contract ¹⁶for *[insert title of contract]*¹⁷.

2. The *[insert name of implementing agency]* now invites sealed bids from eligible bidders for *[insert brief description of Goods required, including quantities, location, delivery period, margin of preference if applicable, etc.]*¹⁸.

3. Bidding will be conducted through the International Competitive Bidding procedures as specified in the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* *[insert correct title and date of applicable Guidelines edition as per legal agreement]* ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.

4. Interested eligible bidders may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the bidding

¹⁶ Substitute "contracts" where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: "Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid."

¹⁷ Insert if applicable: "This contract will be jointly financed by *[insert name of cofinancing agency]*. Bidding process will be governed by the World Bank's rules and procedures."

¹⁸ A brief description of the type(s) of Goods should be provided, including quantities, location of Project, delivery/construction period, application of margin of preference and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph.

documents during office hours [*insert office hours if applicable i.e. 0900 to 1700 hours*] at the address given below [*state address at the end of this invitation*]¹⁹.

5. A complete set of bidding documents in [*insert name of language*] may be purchased by interested eligible bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee²⁰ of [*insert amount in Borrower's currency or in a convertible currency*]. The method of payment will be [*insert method of payment*].²¹ The document will be sent by [*insert delivery procedure*].²²

6. Bids must be delivered to the address below [*state address at the end of this invitation*]²³ on or before [*insert time and date*]. Electronic bidding will [*will not*] be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below [*state address at the end of this invitation*] on [*insert time and date*].

7. All bids must be accompanied by a [*insert "Bid Security" or "Bid-Securing Declaration," as appropriate*] of [*insert amount and currency in case of a Bid Security*].

8. The address(es) referred to above is(are): [*insert detailed address(es)]*

[*insert name of office, room number*]

Attn: [*insert name of officer & title*]

[*insert postal address and/or street address*]

[*insert postal code, city, country*]

Tel: [*include the country and city code*]

Fax: [*include the country and city code*]

E-mail: [*insert electronic address if electronic bidding is permitted*]

Web site:

¹⁹ The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same.

²⁰ The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US\$50 and US\$300 or equivalent is deemed appropriate.

²¹ For example, cashier's check, direct deposit to specified account number, etc.

²² The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the World Bank, documents may be distributed by e-mail.

²³ Substitute the address for bid submission if it is different from address for inquiry and issuance of bidding documents.