

Tender Document
for
Procurement of Survey
cum Inspection Vessel



Project Management Unit
JAL MARG VIKAS PROJECT
INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Government of India)
Head Office : A-13, Sector – 1, NOIDA (U.P.) PIN-201301,
INDIA

SBD for Procurement of Goods

Summary

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. Bidding 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 be used to determine the lowest evaluated bid, and the Bidder's qualification requirements 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 with the Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – SUPPLY REQUIREMENTS

Section VI. 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 – CONTRACT

Section VII. 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 VIII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section IX: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

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

BIDDING DOCUMENTS**Issued on: 17 March, 2015****for****Procurement of
Survey cum Inspection Vessel****ICB No: CANW-1/TWAI/JMV/8****Project:** *Capacity Augmentation of National Waterway
– 1 (Jal Marg Vikas)***Purchaser:** *Inland Waterways Authority of India,
Ministry of Shipping, Government of India*

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

General

- Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided 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.
- Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payments 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 financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan 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 Agreement or have any claim to the funds.
- Fraud and Corruption**
- 3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and

contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ 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 party²;
 - (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 obligation³;
 - (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (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

¹In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

²“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.

³“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.

⁴“Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵“Party” refers to a participant in the procurement process or contract execution.

pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures^a, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded a Bank-financed contract; and (ii) to be a nominated^b subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in

^aA firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

^bA nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been:(i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3-4.4 A firm that has been sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to 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 determine. The list of debarred firms is available at the electronic address specified in the **BDS**.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

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.

Contents of Bidding Documents

Sections of Bidding Documents

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

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

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish

all information or documentation required by the Bidding Documents may result in the rejection of the bid.

Clarification of Bidding Documents 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

Amendment of Bidding Documents 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

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 directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

Preparation of Bids

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.

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.

Documents Comprising the Bid 11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules,

in accordance with ITB Clauses 12, 14, and 15;

- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS**.

Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

- 14.5 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**.
- 14.6 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, or CIF named port of destination, 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**;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or

CPT (named place of destination), if so 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 from the named place of destination 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).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. 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.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts

(packages). Unless otherwise indicated 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 any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- Currencies of Bid**
- 15.1 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 the currency of any country in accordance with Section V, Eligible countries. 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 currencies in addition to the currency of the Purchaser's Country.
- Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- Documents Establishing the Conformity of the Goods and Related Services**
- 18.1 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 VI, Schedule of Requirements.
- 18.2 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 Schedule of Requirements.
- 18.3 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.

18.4 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 Schedule of Requirements.

**Documents
Establishing the
Qualifications of
the Bidder**

19.1 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.

**Period of Validity
of Bids**

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

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a

corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be

rejected by the Purchaser as non-responsive.

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

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

(b) if the successful Bidder fails to:

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

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

21.6 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 at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

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

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

Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." 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.

22.2 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.

- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

Submission, Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

- 23.2 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 Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

- 23.3 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.

Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (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 Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 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 Bid Submission Form or any extension thereof.

Bid Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 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 envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 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 if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

Evaluation and Comparison of Bids

Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, 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.

Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, 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 in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

Responsiveness of Bids

- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

Nonconformities, Errors, and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 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.

- 31.3 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.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**Preliminary
Examination of
Bids**

- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

**Examination of
Terms and
Conditions;
Technical
Evaluation**

- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material

deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

**Conversion to
Single Currency**

34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

**Domestic
Preference**

35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

Evaluation of Bids

36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots, 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 Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

36.4 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.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 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 Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

Postqualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 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 capabilities to perform satisfactorily.

- Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- Award Criteria**
- 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, 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.
- Notification of Award**
- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Purchaser shall publish in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will

discharge its bid security, pursuant to ITB Clause 21.4.

- Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 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, 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.
- Performance Security**
- 44.1 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, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 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 or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>Inland Waterways Authority of India, Ministry of Shipping, Government of India</i>
ITB 1.1	The name and identification number of the ICB are: <i>CANW-1/IWAI/JMV/8</i> The number, identification and names of the lots comprising this ICB are: <i>[insert number; list the lots and related Goods]</i>
ITB 2.1	The Borrower is: <i>Government of India</i>
ITB 2.1	The name of the Project is: <i>Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas)</i>
ITB 4.3-4.4	A list of debarred firms is available at http://www.worldbank.org/debar
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: <i>Attention: Shri Pravir Pandey, Project Director, Project Management Unit</i> <i>Address: A-13, Sector – 1</i> <i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh</i> <i>ZIP Code: 201301</i> <i>Country: India</i> <i>Telephone: +91 1202543976</i> <i>Facsimile number: +91 1202543976</i> <i>Electronic mail address: mf@iwai.gov.in</i>
	C. Preparation of Bids

ITB 10.1	The language of the bid is: <i>English</i>
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: <i>[insert list of documents, if any]</i>
ITB 13.1	Alternative Bids “ <i>shall not be</i> ” considered.
ITB 14.5	The Incoterms edition is: “ <i>Incoterms 2010</i> ”
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: <i>CIP Kolkata</i>
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: <i>Kolkata, West Bengal, India</i>
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser’s Country shall be quoted: <i>On CIF basis</i>
ITB 14.7	The prices quoted by the Bidder <i>shall</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 14.8	Prices quoted for each item of a lot shall correspond at least to <i>100</i> percent of the quantities specified for this item of a lot.
ITB 15.1	The Bidder <i>is</i> required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>10 years</i>
ITB 19.1 (a)	Manufacturer’s authorization is: <i>required</i>
ITB 19.1 (b)	After sales service is: <i>required</i>
ITB 20.1	The bid validity period shall be <i>120</i> days.
ITB 21.1	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms;
ITB 21.2	The amount of the Bid Security shall be: <i>INR 1,980,000/- for Local Bidder and USD 33,000/- for Foreign Bidder</i>

ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of 2 years.
ITB 22.1	In addition to the original of the bid, the number of copies is: 5
D. Submission and Opening of Bids	
ITB 23.1	Bidders “ <i>shall not</i> ” have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>N/A</i>
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>Bid for Survey cum Inspection Vessel</i>
ITB 24.1	For bid submission purposes, the Purchaser’s address is: Attention: Shri Pravir Pandey, Project Director, Project Management Unit, Inland Waterways Authority of India A-13, Sector – 1, Noida, UP – 201301, India Facsimile: +91 1202543976 E-mail: mf@iwai.gov.in Country: <i>India</i> The deadline for the submission of bids is: Date: <i>01 May, 2015</i> Time: <i>1500 Hrs IST</i>
ITB 27.1	The bid opening shall take place at: Inland Waterways Authority of India, A-13, Sector – 1, Noida, UP – 201301, India Date: <i>01 May, 2015</i> Time: <i>1530 Hrs IST</i>
ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>N/A</i>
E. Evaluation and Comparison of Bids	
ITB 34.1	Bid prices expressed in different currencies shall be converted in: <i>INR</i> The source of exchange rate shall be: <i>Reserve bank of India</i>

	The date for the exchange rate shall be <i>Date of Opening</i>
ITB 35.1	Domestic preference " <i>shall</i> " be a bid evaluation factor. 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.
ITB 36.3(a)	Evaluation will be done on <i>Item-wise basis</i>
ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>Yes, 1% per month for delay of every month from Earliest Delivery Date will be added to the bid price, for evaluation purpose only.</i> (b) Deviation in payment schedule: <i>No</i> (c) the cost of major replacement components, mandatory spare parts, and service: <i>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.</i> (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <i>No, in case the spares and after-sale services are not available then such a bid will be summarily rejected.</i> (e) the projected operating and maintenance costs during the life of the equipment: <i>No.</i> (f) the performance and productivity of the equipment offered; <i>No.</i>
ITB 36.3 (e)	Adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 shall be as specified in Section III, Evaluation and Qualification Criteria.
ITB 36.6	Bidders " <i>shall not</i> " be allowed to quote separate prices for one or more items.
	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased is: <i>50%</i> The maximum percentage by which quantities may be decreased is: <i>0%</i>

Section III. Evaluation and Qualification Criteria

Contents

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Postqualification Requirements (ITB 38.2)

1. Domestic Preference (ITB 35.1)

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 from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (named place of destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award."

2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), 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 VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule. The deviation in delivery schedule for evaluation purpose would be treated as specified in ITC 36.3 (d).

- (b) Deviation in payment schedule. *N/A*

- (c) Cost of major replacement components, mandatory spare parts, and service.

(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 Sub-Clause 18.3, 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.

(i) *In case the spares and after-sale services are not available then such a bid will be summarily rejected – details of available services to be provided.*

- (e) Projected operating and maintenance costs: *N/A*

- (f) Performance and productivity of the equipment: *N/A*

3. Multiple Contracts (ITB 36.6)

(Not Applicable)

4. Post-qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

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

i) Should be having turnover of at least INR 0.2 Billion in any of the last 5 years (i.e. from 2010 to 2014) of the financial entity who is bidding, copies of audited balance sheet to be submitted

(b) Experience and Technical Capacity

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

i) The bidder should be a manufacturer who must have manufactured, tested and supplied at least 5 items of similar / comparable performance, as compared with the specifications mentioned under "schedule of requirements", in any one of the last 3 (three) years prior to bid opening.

ii) The bidder should furnish the information on all past supplies and satisfactory performance form the user with full contact details including phone, fax and e.mail.

iii) Should have capability to design & manufacture similar / comparable items as per requirement of the client – proof of 3 such executed supplies during the past 5 years(i.e. from 2014 to 2010) along with the user's satisfaction certificate on the letterhead of the user / user department / ministry / government. The supplied items should be in satisfactory operation for the last 12 months as on the date of bid opening.

(c) All bids submitted shall also include the following information along with specified formats:

(i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.

(ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and

equipment within the specified time of completion after meeting all their current commitments.

- (iii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.*
 - (iv) Details of Service Centers and information on service support facilities that would be provided after the warranty period.*
 - (v) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, banker's certificates, etc.*
- (d) Bids of bidders quoting as authorized representative of original manufacturer, meeting with the above requirement in full, can also be considered provided:*
- (i) The manufacturer furnishes a legally enforceable authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and*
 - (ii) The bidder, as authorized representative, has supplied, installed, commissioned and provided after sales satisfactorily at least 100% of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least 6 months on the date of bid opening and must be providing annual maintenance services for the above equipment installation*

Section IV. Bidding Forms

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Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[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 Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form

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

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

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

Page _____ of _____ pages

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

Bid Submission Form

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder,*

including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

- (k) 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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

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

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: _____		
							ICB No: _____		
Currencies in accordance with ITB Sub-Clause 15							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 14.6(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 and name of the physical unit]</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	Survey cum Inspection Vessel			2 Nos					
							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)

Currencies in accordance with ITB Sub-Clause 15

Date: _____
 ICB No: _____
 Alternative No: _____
 Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6(c)(iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(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 14.6(c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(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	Survey cum Inspection Vessel			2 Nos							

Total Bid 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 in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids)						Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
Currencies in accordance with ITB Sub-Clause 15									
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 14.6(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	Survey cum Inspection Vessel		2 Nos						
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 Sub-Clause 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]*

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*⁶*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ____ day of _____, 20__, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
 Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

⁶ The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

Bid-Securing Declaration

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

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[complete name of Bidder]*

Dated on _____ day of _____, _____ *[date of signing]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Manufacturer's Authorization

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

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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.

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]*

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

Section V. Eligible Countries

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, 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 the Goods or Works required, or

Para 1.8 (a) (ii): 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 persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

- (a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

- (b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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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
	N/A	N/A			

1. If applicable

3. Technical Specifications

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1. GENERAL

1.1 Intent

This specification is intended to describe the construction of **one survey cum inspection launch vessel** completely outfitted and equipped as detailed in this specification. The vessel shall be built in accordance with good shipbuilding practice and comply with the requirements of classification society and other statutory authorities as stipulated under section 1.4.

The responsibility for the design and performance of the vessel is with the Builder. All technical data for the ship and power rating, size etc. of machinery, outfit and equipment given in this document are indicative. Therefore the requirements are to be computed by the Builder in due course of detailed design, but Owner's requirements on capacity, loads, speed and minimum deck area would remain applicable.

Any items not specifically mentioned in this specification but functionally or statutorily necessary for the type and size of the vessel shall be furnished by the Builder.

The capacities given in the specification are minimum values, compliance with Rules & Regulations and performance are responsibility of the Bidder.

Any modification or alteration to this specification shall be executed under mutual agreement of the Owner and the Builder. IWAI shall have the right to suggest modifications and alterations in the specifications and drawings during construction. Cost and time implications, if any, shall be mutually agreed. All modifications shall be proposed and agreed to in writing.

Plans to be submitted together with the Quotation:

- a) General Arrangement
- b) Midship including scantlings
- c) Powering calculations
- d) Electrical load analysis

The General Arrangement enclosed is only for Guidance.

Any material/fitting/equipment or procedure not described or left out of these specifications, but considered as normal and necessary for intended services of this vessel shall be supplied and fitted by the builder without extra charge.

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

1.2 Objectives

The vessel shall be a survey cum inspection launch (hereinafter called "the vessel") suitable for doing hydrographic survey and inspection of the underwater areas in protected (inland)

waters, such as the river Ganges along the Haldia – Allahabad stretch of National Waterway - 1 for navigation with least available depth of 2.5 to 3 m, in India. The vessel shall have facilities for a conference room of size 5mx5m besides accommodation for officers and crew on board. The vessel shall be designed and equipped for operation in National Waterways – 1 (Ganga, Bhagirathi and Hooghly) river system where, the temperature varies from 5°C-50°C and relative humidity 95%.

The vessel shall be built and classed under Indian Register of shipping for inland waterway operation. The vessel should also meet the requirement of Inland vessel act 1917 under the statutory Authority IWT Directorate.

1.3 Principal Particulars

The particulars given below are to be followed. However there should not be any deviations in the draught requirements. (Both air and design draught)

- Length over all : 28 m
- Breadth moulded : 6.0 to 6.5 m
- Depth at side : 2.8 m
- Maximum draught : 1.0 m loaded with full bunkers
- Maximum air draught : 6.0 m
- Trial speed : 9 knots
- Endurance : 15 days
- F. O. Capacity : To be considered based on 10hrs operation per day
- Compliment : 12

Deviation allowed from specified principal particulars shall be 5% only, except the maximum draught and trial speed.

The place of performance for trials would be at Kolkata.

The vessel is to be delivered at Kolkata.

1.4 Classification

The vessel with her equipment and machinery shall be constructed in accordance with the rules of Indian Register of Shipping (IRS) applicable for inland vessels and classed as

☒ IWL, Zone 2

☒ IY

Descriptive Note: “Survey cum Inspection Launch”

The Vessel is to be built under the class survey of Indian Register of Shipping and specification survey of owner's inspectors.

The vessel shall also be designed, constructed and equipped as per the Model Rules of Inland Vessels developed by IWAI. Statutory requirements like lifesaving appliances, fire-fighting appliances, navigational lights and sound signals shall conform to the rules and regulations

under the Inland vessel act 1917 as framed by the state government where the vessel is to be registered. i. e. IWT Directorate of Government of West Bengal

1.5 Registration

The vessel shall be registered at Kolkata with Inland Water Transport Directorate, Govt. of West Bengal as per relevant rules and regulations of I.V. Act of 1917.

1.6 Trim and Stability

The vessel shall comply with IMO's stability requirements.

The vessel shall not have any trim by forward in any of the operating loading conditions.

Permanent ballasting will not be allowed.

An inclining experiment is to be conducted by the builder in the presence of the class surveyor(s), IWT surveyors and the Owner. A detailed trim and stability booklet duly approved by IRS shall be submitted to the owner.

1.7 Drawings

The Builder will supply Class approved drawings and supply other design information as listed below within 8 weeks of placing the order. The list given below is a preliminary list and the final list of plans will be submitted to the shipyard with the agreement.

Classification charges for approved of drawings shall be borne by the builder.

Class approved drawings / Information:

1. Midship section
2. Deck and profile and bottom construction plans
3. Transverse Bulkheads
4. Typical Transverse Section
5. Rudder and Rudder Stock
6. Propeller shafting
7. Schematic piping arrangements of all the system
8. Single line Electrical Diagram
9. Trim and Stability booklet (Preliminary and Final)
10. Lines Plan
11. General Arrangement
12. Hydrostatic tables & cross curves
13. Electrical load chart
14. General Machinery Layout
15. Weight Estimate
16. Major Equipment list
17. Inclining Experiment Plan

Any additional drawings required for construction shall also be prepared by the builder and submitted for the approval of the owner and classification society.

1.8 Materials and Workmanship

The hull shall be constructed of good quality mild steel plates and sections tested and approved by the Classification Society. Test certificates shall be supplied. The deck house shall be constructed of aluminium to reduce the light ship weight.

All steel plates and sections shall be shot blasted to SA 2.5 and primed with an approved primer before fabrication.

All wood used in the vessel shall be well seasoned and treated to prevent pest attacks, free from sap, shakes, warps and other defects.

All smith work or fabricated fittings shall be of neat design, strong, smooth and free from defects and to be galvanized as required. All castings shall be of good quality, close grained and free from cracks, blowholes and other defects. The castings shall be manufactured to Classification requirements and approval as applicable.

All cables, fastenings, shackles, rigging, ropes, etc. shall be of materials that have been tested, approved and certificates supplied prior to commencing the work.

Workmanship shall be of good quality and shall be to the satisfaction of the Owner and the Classification Society surveyor.

1.9 Inspection and Supervision

The Owner will appoint their supervisory staff for monitoring the construction of the vessel in accordance with the accepted tender. Owner's representatives, the class surveyor and IWT surveyors shall have free access to the yard and the subcontractors' premises where the vessel or parts of it are being constructed during working hours.

The Vessel, its machinery, outfit and equipment shall be inspected and tested by the various governing bodies concerned in accordance with the requirements of their respective rules. The inspections and tests shall be in accordance with the rules and regulations of the Class.

The Builder shall submit a monthly report of the progress of the construction of the vessel to the Owner or their consultants who shall carry out Specification survey and shall inspect the work at any stage during the construction of the vessel.

The reports of inspection and testing shall be submitted to the Classification Society and the Owner or their consultants/specification surveyors. The Classification Society or the Owners consultants are entitled to reject and refuse work and material which do not comply with the specified requirements. The Contractor will admit the Surveyors to all places where work related to this Contract is being carried out and shall grant free access to any premises where equipment is stored, where work is stored or where work is being sub-contracted. The Contractor shall also give all necessary information and render assistance to enable the Classification Society to carry out their inspections efficiently. Supervision by the

Classification Society does not release the Contractor from any of his obligations under the Contract.

No major construction alteration or modification shall be permitted without specific written approval from the Owner's or their authorized representative.

The Contractor will put at the disposal of Owners Consultants /specification surveyors one room of a suitable size with telephone connection. At least two tables and chairs to be provided along with requisite cupboards for files/documents. Appropriate facilities are also to be provided.

The Contractor shall enforce his own effective inspection and quality control of materials and workmanship including that of his sub-contractors during the execution of the Contract.

All tests shall be pre-arranged and shall be conducted in the presence of the concerned authorities and a report approved by the authorities shall be submitted to the owner. Any defect found by the surveyors OR the owner's representative, during the tests and trials shall be rectified by the builder at no extra cost.

Sufficient notice shall be given before conducting trials for the Owner to inspect or witness trials at Manufacturers' Works. Any defective work pointed out during inspection by the Surveyors or the Owner shall be rectified.

Two copies of all statutory and test certificates of materials and the equipments shall be supplied.

1.10 Tests and Trials

All tests and trials shall be performed in accordance with the requirements of the Classification Society and other regulatory bodies concerned and as stipulated in the specifications. The trials shall be conducted in the presence of the Owner's representatives as per the agreed tests and trials plan.

Programme for trials shall be submitted to the Owner at least one month before the trials. Yard shall provide fuel oil, lube oil, fresh water, etc. for the trials. Grades of fuel and lube oil used shall be equivalent to manufacturer's recommendations. Left over stocks of fuel and lube oil shall be taken over by Owner as per contract.

Machinery and equipment shall be tested at the manufacturers' premises as per their normal procedure. These tests shall be witnessed by Class Surveyors as required.

During sea trials the vessel shall be under the command of a master nominated by the Builder, who shall also provide the necessary crew.

1.11 Welding

Welding shall be of high quality, and shall be performed by Classification Society approved personnel. Welding procedures shall be in accordance with the rules and regulations of IRS. Necessary precautions shall be taken to eliminate deformations. Approved manual, semi-automatic or automatic welding techniques should be adopted for the construction. Aluminium/steel transition joints to be used for connecting aluminium structures to steel plating. Transition joints are to be manufactured by approved producer in accordance with an approved specification which is to include the maximum temperature allowable at the

interface during welding. Marine grade aluminium alloys are to be used. A welding schedule will be approved by the class society, incorporating the material, scantling and weld factors. The NDT test plan will be seen by class surveyors at site.

1.12 Tank Testing

A suitable tank-testing scheme to check for water-tightness is to be prepared and submitted to the Owners and Classification Society for approval. All tanks and watertight or oil tight compartments are to be tested in accordance with the class requirements. The tests must be carried out after the completion of construction and before painting.

1.13 Dock Trials

The Dock Trials shall be conducted in accordance with a programme to be agreed to, by the Owner or their representative to check the operation of the machinery. Main engine and other auxiliary machinery are to be in operation during dock trials. A report on the performance of various machinery and equipment during the dock trials is to be submitted to owner.

1.14 River Trials

River trials shall be carried out as per the recommendations of IRS and Owner. A detailed programme is to be submitted to Owner/IRS for approval, prior to the trials.

1.15 Survey Equipment Trials

An actual plot of tile topography of the riverbed shall be obtained with the help of all the survey and navigation equipment and processed later, and presented to the Owners.

1.16 Instruction Manual and Books

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

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

1.17 Hull Preservation /Painting

The hull is to be cleaned of mill-scale by blast cleaning and coated with an approved good quality primer prior to fabrication. After installation of engines, auxiliary's etc. damaged paintwork is to be repainted in original colours and quality.

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

Painting scheme shall be based on epoxy coating system and is to be guaranteed by the paint manufacturer for a period of 5 years.

Paint specification and scheme are to be approved by the Owners.

Colour scheme is to be approved by Owners. All small parts, which are exposed to climate, such as railings, sheaves, grating, and parts of rigging are to be galvanised.

Galvanised surfaces are to be degreased and coated with a self-etching primer before painting. The paint specifications for galvanised surface are to be the same as for steel.

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

Fixed sacrificial Aluminium anodes of sufficient number in accordance with class requirement /IS 8062 shall be provided as cathodic protection.
Standard colour coding is to be used for pipes.

2. Hull Structure

2.1 General

The hull shall be of steel and shall be divided from Aft to forward as follows:

- Aft peak / steering gear room
- Engine-room
- Accommodation space including Galley, Store and Sanitary spaces
- Galley /sanitary spaces
- Fore peak

The steel should be of shipbuilding quality and shall be IRS Grade A or equivalent. Scantlings of all structural members shall be as per IRS requirements. Approved shipbuilding quality material is to be used throughout the construction. Sharp corners are to be avoided. Good continuity of structural members in basic hull structure should be maintained.

Before the steel plates and rolled sections are used for construction, rust and mill-scale must be removed by means of sand/grit-blasting. Immediately after the steel sand/grit-blasting, one coat of epoxy shop primer with a thickness of approximately 25-40 microns is to be applied as a temporary protection.

2.2 Hull Construction

The plating shall have a thickness as per Class requirement. The bottom structure shall be strengthened in way of the propeller units. In way of hawse pipes, deck machinery, mooring fittings, spuds, dredge pumps, winch and elsewhere as required insert plates of increased thickness shall be inserted and the structure in way shall be strengthened.

The keel is to be of a flat plate type with thickness as per Class requirements. Plate floors are to be constructed in accordance with the Rules.

Longitudinal girders shall be fitted in the engine-room in such a way that they form part of the foundations for the main and auxiliary engines, else longitudinal girders to be provided as required by the Class. A sufficient number of drain and air holes to be provided in floors and girders.

2.3 Bulkheads

All watertight bulkheads shall be plated horizontally.

Vertical stiffening shall be provided by the stiffeners spaced evenly.

2.4 Aft End Arrangement

The vessel shall be provided with a transom stern.

Adequate clearance as recommended by the designers shall be provided in the stern to house the twin propellers and the two rudders.

The propeller shafts shall be properly supported with "A" brackets.

A double plate skeg of adequate size is to be fitted, on the centre line forward of the propellers.

Propeller rope guards shall be fitted for both the propellers.

2.5 Decks

The Main deck will have no camber or sheer. The main deck will form the base of the deck house (about 2.8m above base). Thickness of the deck plating shall be as per IRS Class requirement.

2.6 Deck House (Wheel House / Survey Room / Accommodation)

The deck house shall house the wheelhouse / survey room. It shall be of Aluminium construction welded to steel deck by means of transition joints. The materials, stiffening and deck connections are to be approved by IRS.

Access to the wheelhouse shall be provided from outside as well as from below deck accommodation. Weather tightness of the joint between Hull and Deck house to be to Class requirement.

2.7 Miscellaneous

2.7.1. Mast

A collapsible type of mast on the wheelhouse deck shall be provided.

2.7.2. Hull Opening, Watertight Doors and Hatches

All hull openings wherever provided shall be in accordance with IRS rules.

Sills on the main deck for all doors are to satisfy rule requirements of Class.

Watertight doors and Hatches are to be provided wherever necessary and shall comply with the rule requirements. The escape hatches are to be operated from either side.

2.7.3 Ladders and Railings

In general, all ladders shall comply with the rule requirements. Ladders shall be placed under each manhole and escape hatch. Chequered Aluminium plate ladders are to be provided in accommodation.

Railing of 1.0m height shall be provided wherever required after galvanising.

2.7.4 Bollards and Fenders

Two pairs of doubled bollards of dia. 200mm shall be provided in the aft and forward as shown in the G.A. plan. One pair of single bollard of 200mm dia shall be provided at the mid ship.

Half round steel pipe 200mm dia. 6mm thick fenders with adequate stiffening shall be provided all around the hull.

2.7.5 Name and Draught Marks

The name of the vessel, the place of registry and the draught marks should be executed in welded characters and the letters and figures should be cut out of 5mm thick steel plate. (as per IS 14449: 1997)

The name of the vessel should be executed on bow and stem. In addition, the place of registry should be indicated on the stem.

A 3mm thick brass plate with the name of the vessel and the owner's mark shall be fixed through screws on both sides of the wheelhouse.

2.7.6 Life Saving Appliances

LSA as per the relevant rules under the IV Act and IWAI Model Rules, as a minimum, shall be supplied and installed on board the vessel.

2.7.7 Fire Fighting Appliances

FFA as per the relevant rules under the IV Act and IWAI Model Rules, as a minimum, shall be supplied and installed on board the vessel. However, the following items shall be provided on board as minimum.

- One fire pump operated on power- 25 cum/hr with necessary piping
- Fire hydrant with hoses- 2 nos. (one on deck and one E/r)
- Fire buckets
- 2 nos. 9 litres, Foam fire extinguisher in E/room
- 3 nos. 5 kg soda acid portable fire extinguishers in crew accommodation
- 1 no. DCP in the wheelhouse

2.7.8 Fasteners

Stainless steel bolts, nuts & washer shall be used as fastener all over as per requirement.

2.8 Rudder and Steering Gear

Twin plate spade rudders of suitable size that can be operated from the wheelhouse with hand hydraulic system shall be provided in accordance with the class requirement. Suitable helm indicators shall be provided.

2.9 Anchor and Mooring Equipment

Two anchors with sufficient length of chain as recommended by IRS with necessary arrangement for effective operation is to be provided on deck. The electrical driven anchor windlass of suitable capacity is to be provided with double drum to handle the anchor chains. Two chain lockers are to be provided in the aft of the Forepeak.

2.10 Work Boat & Davit

One FRP boat fitted with OBM of 25 hp with seating capacity of 6 persons and a max draught of 0.3(m) shall be provided onboard. Boat shall be handled by either of two davits.

Davits shall be of minimum 1 t capacity, manually operated. The davit also shall be used to collect water samples with the help of grabs. This work boat is to be utilized as a survey boat in very shallow waters. A provision for the placement of an echo sounder is to be also provided in the work boat.

2.11 Awning

GRP awning covering the raised deck aft and forward of wheelhouse shall be provided.

2.12 Drain Plugs

S.S drain plugs shall be provided in way of tanks.

3. Accommodation

3.1 General

The deckhouse shall be aesthetically designed and shall accommodate 12 persons as follows:

Above Main deck:

2 nos. Single bunk cabins for Executives with attached modular toilets

2 nos. Single bunk cabins for Master and Driver

1 no. Conference room to seat 10 persons with modular washroom

1 no. common attached toilet cum shower for Master and Driver

Below Main deck:

4 nos. Double bunk cabins for Crew and Surveyors

1 no. Galley & Stores

1 no. Mess room to seat 6 persons

1 no. Common sanitary facilities

The entire accommodation is to be air conditioned with internal conditions being 22°C at 50% RH for ambient conditions of 35°C at 90% RH and water temperature of 30°C

Clear height in accommodation shall be 2000mm.

3.2 Furniture:

The accommodation space shall be equipped as per standard shipbuilder's practices and in compliance with statutory requirements. The same are also to be approved by the Owner.

All wooden furniture shall be made of good marine quality teakwood. All furniture supplied must be of good standard.

Crockery, utensils, pillows, mattresses are to be supplied by the yard.

Provision for hot and cold water is to be provided in galleys and toilets.

Single Berth Cabins (Executive) 2 nos. to be aesthetically designed and shall each include:

- a) Berths of 2000x1000 mm
- b) LED TV
- c) Table with cushioned chairs
- d) Attached modular bio - toilets
- e) One book shelf
- f) lockers
- g) Curtains for berths and windows

Single Berth Cabin for (2 nos.) Master and Driver and each cabin shall include:

- a) Bunk of 2000x900 (mm)
- b) Table with 2 chairs
- c) One toilet cabinet with mirror
- d) Common bio - toilet for Master and Driver
- e) One book shelf
- f) lockers
- g) Curtains for berths and windows

4 nos. Double bunk cabins and each cabin shall include:

- a) One two tier berths of 2000X 900 mm
- b) One table with 2 chairs
- c) Two toilet lockers with mirrors
- d) One bookshelf
- e) Lockers suitable for 2 persons

Mess room:

- a) 2 nos. dining tables with hard plastic top
- b) 10 nos. FRP chairs
- c) One wash basin
- d) One waste basket
- e) Two ashtrays
- f) 42" LED TV
- g) One Refrigerator (300lt.)

Galley:

- a) One cooking range with 2 hot plates
- b) One dresser with stainless steel top and sink with plug and siphon
- c) Lockers and drawers shall be provided underneath.
- d) One 300 liters refrigerator
- e) Built in almirahs
- f) Sufficient number of plates and crockery
- g) One Preparation table
- h) One water boiler
- i) One Oven
- j) One water cooler (30lt.)
- k) One RO FW unit

Wheel House cum Survey Room:

The furniture, as a minimum shall consist of:

- a) Navigational equipment
- b) Maneuvering desk with propulsion control, steering wheel, navigational equipment
- c) One helmsman chair
- d) One settee
- e) Chart table approx. (2 .0m x 1m) with at least four chart drawers

- f) 2 Nos. survey tables (2 .2m x 0.6m) with telescopic table light
- g) One set of roller blinds and curtains
- h) One portable fire extinguisher
- i) One VHF-set
- j) One clock
- k) Two double coathooks
- l) Two window wipers
- m) One clear view screen
- n) One corner cupboard
- o) One chart rack against ceiling – one binocular box

Conference Room: Aesthetically designed with:

- a) Table for 10 personnel including built in mikes
- b) Cushioned chairs
- c) 55” LED TV
- d) Socket Outlets for Laptops, TV
- e) P. A. System
- f) Serving Counter
- g) Refrigerator under the serving counter

3.3 Flooring

All floors and deck covering shall be of excellent, approved marine quality and fire resistant and anti-skid nature.

Wheel house:

Flooring in the wheelhouse shall be covered with 8mm latex cement (or epoxy) and then shall be covered with vinyl tiles.

In toilets /showers steel deck to be covered with 8mm thick latex cement on which unglazed antiskid ceramic tiles to be glued. Glazed ceramic tiles are to be provided on all four walls up to height of 300mm in toilets and 1.5 m in showers.

Engine room:

In Engine room, 4mm steel chequered plate removable flooring shall be fitted with counter sunken SS screws, covering piping and other fittings.

Accommodation:

Under deck accommodation except the toilets shall have 4 mm thick Aluminium chequered plate removable false flooring at a height of approx. 400-mm from the base line.

3.4 Bio-toilet:

Bio-toilets are to be provided.

All the bio-toilet fittings shall be provided as per rules and shall be approved by the Owner. All toilets shall be provided with sleek and rugged storage flush tanks and shall properly secured. Toilet shall have mirrors fitted over the washbasin with lockable cupboards, cloth rails/hooks and towel rails.

3.5 Partition bulkheads, linings and ceilings

The partition lining and ceiling, and insulation work for the crew and surveyors accommodation space shall be carried out in such a way that the minimum clear height between the floors and ceiling of 1.8 m is maintained.

Partition bulkheads are to be fitted between sleeping rooms, mess rooms, galleys and toilets.

In the crew's and surveyors accommodation and the wheel house room, linings and ceilings to be fitted .

The linings and ceilings are to be fitted in easily removable panels. All fixing materials such as screws and bolt are to be of stainless steel.

The materials of the linings, partition bulkheads and ceiling are to be:

Lining: 10mm marine plywood of waterproof and fire retarding quality, both sides covered with plastic laminate (Formica or-similar approved).

Partition bulkhead: 20mm marine plywood of waterproof and fire retarding quality both sides covered with plastic laminate (Formica or similar approved).

Bulkheads separating galley from toilet are to be of steel and to meet statutory requirements.

Ceilings: 6mm marine plywood, both sides covered with plastic laminate (Formica or similar approved).

Thickness of plastic laminate in general should not be less than 1.5 mm. Borders of linings, around windows, doorframes etc. are to be of first class tropical hardwood.

3.6 Insulation

Thermal insulation in accommodation spaces is to be provided.

Acoustic insulation in accommodation spaces:

The bulkheads of the accommodation spaces adjacent to the engine room to be provided with acoustic compound insulation and then with perforated GI sheet. A dust proof foil is to be provided between the glass wool and the perforated plate.

Acoustic insulation in engine room:

In the engine room, the forward bulkhead shall be covered with sound absorbing acoustic compound insulation and then with perforated GI sheet. A dust proof foil is to be provided

between the glass wool and the perforated plate. Further engine room is to be insulated by A-60 insulation from adjacent spaces.

3.7 Doors and Windows

Doors are to be provided in accordance with the Rules. Wooden doors, if provided, are to be of good quality teak. Other doors in accommodation are to be of fire retardant type.

Wheelhouse doors shall be sliding / hinged type to provide un-obstructed passage on either side of the wheelhouse.

A 350mm Dia. Dead light made of marine toughened glass may be provided on wheelhouse doors.

Windows & Scuttles:

The hull side bulkheads of the following rooms shall be fitted with 350mm dia. opening type scuttles with dead light.

Wheelhouse shall have windows all around. Window in front of the helms man chair shall be fitted with window wipers. All windows shall be of approved marine quality type with steel framing. Curtains shall be provided for all dead lights and windows.

A joiner's plan shall be submitted to owner for approval before construction.

4. Electrical

4.1 General

The complete electrical installation and workmanship on board shall be in accordance with the rules and regulations of the Classification Society and statutory authorities applicable to this class of vessel.

The electrical rotating machinery, transformers and other electrical equipments shall work satisfactory at the ambient temperature as defined in 1.2.

All the electrical equipment shall be arranged for easy accessibility for repair and replacement. The equipment installed shall work satisfactorily at voltage and frequency variations as specified by IRS.

Each control panel shall be provided with relevant drawing, wherein the fuse ratings of feeders shall be clearly mentioned. Due care is to be taken while installing the survey equipment to avoid Radio interference and for satisfactory operation of the equipment during vibration.

In general all the electrical motors, control panels and generators, unless specified by the supplier, shall be earthed as per the rules.

Ingress protection of the electrical equipment shall be as per the area of installation.

4.2 Power Supply

A 415 V, 3 Ph AC, 50 Hz electrical systems shall be used for normal power supplies. 24V DC system shall be used for feeding the following loads.

- Main engines and Genset engines starting
- Emergency lighting, Navigational and communicational equipment.
- Survey equipment.

Provision for shore supply connection shall be made for powering the main switchboard through a shore supply box. In general squirrel cage marine type induction motors of direct on line starting type shall be used. The motors shall be drip proof or weather proof as required by the location and shall be of approved type.

4.2.1 Generators

The system shall have as a minimum 25 KVA, 3 pH 415 V.A.C. marine type, and drip proof diesel engine (water-cooled) driven alternator with electrical starting. The capacities are to be finalized subsequent to approval of the electrical load analysis. The generator shall be capable of taking the entire load with 15% reserve. The generator shall be continuously rated and shall have class F insulation, suitable for tropical environment and shall be designed for a

temperature rise after continuous full load working not exceeding the temperature limits of a minimum as specified by IRS.

One Harbour Generator 10 KVA, minimum (water cooled engine) shall be provided to take the load of Galley and lighting.

4.2.2 Battery

Lead acid batteries of adequate capacity with suitable charging arrangements, shall be provided for main engine and generator engine starting as per the rules. 2 numbers additional batteries should be provided above the main deck level for emergency lighting, navigational and communicational equipment.

Battery charging arrangement with a tickle charging system is to be provided.

All batteries should be enclosed in well ventilated battery box so as to protect the batteries from the weather.

4.3 Power Distribution

4.3.1 Main Switch Board

One main switchboard of metal clad, drip proof, dead front type shall be fitted in engine room. The switchboard shall be completely closed at the rear and is to be serviceable from the front. All the sides of the MSB should be accessible.

The alternator panels shall have meters for the measurement of voltage, current power factor, power separately for Auxiliary generator and Harbour generator. The alternator shall be protected through, circuit breakers of adequate capacity and shall have under voltage, over current and short circuit protection. All the out-going feeders and the shore supply shall be protected through suitable circuit breakers. Switchboard Earth leakage shall be provided.

The switchboard shall be installed and designed with ample space for repairs and maintenance.

Remote stop arrangement for vent fans and oil pumps to be as per Rules. All the motors shall be protected through fuse and breaker of adequate capacity. Unless specified by the maker, motors with low starting current shall be of direct online starting type.

4.3.2 Distribution Board

Suitable number of lighting distribution boards and power distribution boards shall be provided. All the panels shall be of drip proof type; galvanized sheet metal enclosed and is to be provided with suitable schematic drawings.

4.4 Cables

All the cables shall be flame retardant and comply with rules of IRS. The voltage rating of the cables is to be as per the specific requirement of the installation and in accordance with the rules of IRS.

Cables passing through decks and bulkheads shall be led through individual watertight glands. The piercing shall be filled with approved filling material for water tightness. Cables passing close to Radio and Navigation equipment shall be properly screened.

The control cables, power cables and communication cables are to be separated from each other. Fire resistant cables to be provided as per Class Rules.

4.5 Lighting

4.5.1 General

The lighting installation consists of two networks - one of 220 V.A.C. and another of 24 V DC.

Light fittings are to be of LED Type. Light fittings inside the accommodation and wheel house are to be of decorative LED, Illumination levels in various areas shall comply with relevant statutory authorities as applicable to this class of vessel.

Four numbers 40W, 220V portable hand lamps shall be provided with watertight sockets and 8 meters flexible cable.

Sufficient numbers of rechargeable battery lights operating on 220 VAC shall be fitted at the following places.

- Mess rooms
- Survey room
- Wheel house
- Engine room

Sufficient number of switch sockets shall be provided in Engine room, Mess rooms and wheelhouse as per the Owners requirement.

4.5.2 Navigational and Signal Lights

Navigational lights, NUC lights, anchor lights and other equipment shall be fitted as per regulations.

4.5.3 Floodlights and Searchlights

A 1000 W search light of rotating and adjustable type is to be fitted on top of the wheelhouse. The open decks are to be illuminated by sufficient number of LED floodlights for operation at night.

4.6 Navigational Equipment

The following equipment shall be provided:

- a) Magnetic Compass
- b) Search light -1000 W
- c) LED Flood light
- d) Electric horn
- e) Fog Horn
- f) Navigational lights
- g) Thermometer
- h) Barometer
- i) Anemometer
- j) Radar
- k) GPS
- l) Electronic Navigational Charts and Reader
- m) 4 Nos. battery operated Clocks

4.7 Survey Equipment

For survey operations the vessel is to be equipped with:

One no. echo sounder (including survey software and hardware). The builder is to make appropriate arrangement for fitting of the same.

For future installation of electronic position fixing systems with the belonging peripherals the builder is to provide in the survey room, 5 socket outlets for 220VAC and 5 socket outlets for 24 VDC.

Facilities for the laying of cables from the survey room to the steering desk have to be installed from the survey room to the steering desk.

4.8 Communication Equipment

Following communication equipment shall be provided onboard.

- Internal

Engine room telegraph system

A voice pipe from wheel house to Engine room

- External

VHF radiotelephone

Loud Speaker

Signals and Alarm as per statutory rules.

4.9 Navigational Console

One navigational console shall be erected in the wheelhouse and all the navigational and survey equipment shall be fitted on it.

5. Machinery & Piping Systems

5.1 General

All the engine room units shall be of marine grade and the installation should be in accordance with the rule and regulations of the Classification Societies and suitable for working in the following condition:

Maximum ambient temperature in engine room:	50°C
Maximum river water temperature:	30°C
Relative humidity (average):	95%

In general shop and installation tests shall be conducted as per the rules of the Classification Society and on an agreed program with Owners or their authorized representatives.

5.2 Main Engine for Propulsion

The broad specifications of the engine shall be as follows:

Type: Two (2) 4-stroke marine diesel engines of minimum 165 kW each, to meet the speed / performance requirements are to be provided. Powering calculations are to be submitted along with the quotations.

The shop test of the propulsion diesel engine shall be done as per the Class requirement.

The specific fuel consumption is to be recorded during the trials.

The main engines and gearboxes should be selected in such a way that they not only meet the design requirement but also smaller in size and lighter in weight.

5.3 ReverseReduction Gear Box

The gearboxes shall be coupled to each main engine flywheel by means of highly elastic couplings. Each gearbox is to be provided with roller type thrust bearings and suitable for transferring the continuous engine power at rated rpm with a suitable reduction ratio.

The direction of rotation of the input and output shaft shall be such that the propeller will rotate outboard when facing stern. The gearboxes shall be provided with independent oil system for clutch control and lubrication. The gearboxes shall be controlled from wheelhouse and locally.

5.4 Propeller & Stern Gear

2 nos. fixed pitch propellers made of manganese bronze with suitable diameter and pitch shall be fitted. The propeller shafts shall be of stainless steel, SS 316L. The diameter is to be 5mm in excess on the diameters according to Classification Rule requirements.

Both shafts shall be identical. The stern tube shall be of mild steel construction with water lubricated bushes. An air vent plug to be fitted to the stern tube at suitable position.

5.5 Auxiliary Engine

Two auxiliary diesel generators (25 KVA & 10 KVA minimum) set shall be installed, consisting of a heat exchanger cooled marine type diesel engine, flexibly coupled to a 415 V, three phase, 50 Hz. Alternator. The diesel engine is to have adequate capacity.

Shop trial for generator engines shall be carried as per Class requirement.

5.6 Engines Starting

Starting of all engines shall be by battery. Adequate batteries shall be provided as per class requirements.

5.7 Lifting arrangement

Sufficient lifting arrangement for Main Engine, gearbox, Genset etc. shall be provided in the Engine room

5.8 Exhaust System

Every diesel engine shall have a separate exhaust pipe; the exhaust pipe lay out shall be approved by the engine maker's recommendation. The exhaust pipes shall be of steel. Exhaust pipe layout shall be designed such that, it is detachable at main deck level. A protection against rainwater entry is to be provided at the end. Necessary drains shall be fitted in the pipes to drain any water in the pipes.

Each engine shall be provided with suitable exhaust gas silencer.

5.9 Insulation

In general the surface machinery, equipment, pipes and tanks whose surface temperature is more than 60°C shall be insulated.

Pipe shall be tested and painted (when necessary), before insulation is applied. The exhaust gas piping and silencers are to be insulated with rock wool blankets on wire gauze finished with a glued layer of glass fiber cloth and the whole to be covered with aluminium sheets. The flanges and expansion joints have to be covered, with insulating mattresses filled with glass wool. The application of asbestos as insulating material is not permitted.

In general the insulating materials shall be fire resistant and shall be arranged in such a way that operation and maintenance are not hindered.

5.10 Fuel oil system

The fuel oil shall be stored in two storage tanks provided in the engine room. In addition, two F.O. day tanks of suitable capacity shall be provided for the engine, such that sufficient head is available for engines.

Each diesel engine will draw the fuel oil directly from fuel oil day tank. A fuel oil transfer / supply pump 5 m³/h is to be installed in the engine room for transferring the fuel oil from storage tanks to day tanks.

Piping must be fitted below floor level as far as possible.

5.11 Lube Oil System

The following installations shall have their own independent lube oil system

- Each diesel engine
- Each reverse reduction gearbox.

As far as possible all systems should use the same lubricant. The yard will be required to furnish a list of lubricants to be used on machinery and equipment installed in the vessel, in accordance with the manufacturers recommendation for Owners reference.

One service tank shall be provided with a tap cock and drip tray for filling oilcan and having a capacity of at least 300 liters.

All piping is to be executed with steel tubes.

5.12 Cooling Water System

The main parts of the cooling water system of the diesel engines are to be built on the respective engines. The oil coolers of the reverse / reduction gearbox shall be connected to the cooling water system of the concerned diesel engine.

5.13 Bilge / Deck wash and Fire-Fighting system

Two Bilge cum General Service pumps driven by main engines shall be installed in the engine room. The pumps shall be of the self-priming centrifugal type and to have a capacity of 25 m³/h at 2 bars. Further, two hand operated portable bilge pumps shall be installed, one in the steering gear compartment and one in the fore peak. One double acting head operated pump is to be provided in the suitable place, for emergency fire-fighting purpose.

All piping shall be galvanized after fabrication. Pipe sizes shall be as per the requirements of the Classification rules. Over boards discharge valves shall be screwed down non-return type (SDNRV) Valves.

Sufficient number of the fire hydrants shall be arranged on deck and in engine room satisfying Classification/statutory regulations.

5.14 Ventilation system

Engine room:

Supply of fresh air and exhaust for the engine room shall be provided through two axial flow fans of suitable capacity, out of which one is of reversible type.

Sufficient ducting has to be provided to ensure the air supply at required locations.

Accommodation

Accommodation to be air-conditioned.

Sufficient ducting has to be provided to ensure the air supply at required locations.

Galley & Toilets:

Galley and two-toilet space shall be provided with one exhaust fan each. Supply is natural.

All axial fans shall be mounted on the deck as shown in the GA Plan.

The capacity of the system is to be calculated on the basis of International Standards and in general to maintain ISO's specified conditions inside the engine room.

All fans should have emergency stop facility from the wheelhouse.

Cabin Fans

All bunks and mess rooms are to be provided with bulkhead mounted fans.

5.15 Fire Fighting System

In general, fire-fighting system shall be in accordance with class / statutory requirements. Portable foam fire extinguishers in engine room and other places in the ship, fireman's outfit, dry powder extinguisher in engine room and wheel house and fire main and hydrants complete with hoses and nozzles satisfying various class / statutory requirements shall be provided. A general service / fire fighting pump of capacity 25 cbm/hr at 3 bar, as a minimum is to be provided.

5.16 Sanitary Water System

A gravity water tank of 200 lt. shall be installed on the wheelhouse deck. The tank shall be filled by a separate pump. Toilet space shall have a river water flushing system.

5.17 Potable Water System

A gravity water tank is to be installed on the wheelhouse top. The tank shall be filled by a centrifugal pump of suitable capacity. Necessary connection is to be given to washbasins, galley and toilets.

5.18 Sewage discharge system

Sewage from the toilets and galley shall be collected in two holding tanks located below the toilets. There shall be a pumping arrangement to discharge this sewage to shore reception facilities. One power driven pump of sufficient capacity exclusively for this purpose in addition to hand pump along with necessary piping systems is to be provided.

Sewage treatment plant is to be provided and the same is to be of approved type for 15 persons.

5.19 Vent, Sounding and Filling Pipes

All air sounding and filling pipes for water tanks and void spaces are to be of galvanized steel. For pipes on oil tanks only the parts above open decks to be of galvanized steel.

All structural and loose tanks to be provided with a vent pipe connected to the highest point of the tank.

Vent pipes of fuel tanks shall be fitted with flameproof wire gauge. Upper ends of vent pipes to be provided with air pipe hoods.

Air vents for fresh water tank shall be provided with insect proof net. Flush and thief proof sounding caps shall be provided on the upper deck. Sleeve joints shall be used for pipes passing through decks.

Tanks in the engine room shall be provided with a short sounding pipe with a self-closing sounding cock.

Filling connections to various tanks shall be arranged at least 300 mm above deck. They shall be suitable for coupling to standard supply hoses. Shut off by brass caps with chains should be provided.

Air and sounding pipes shall be arranged near bulkheads and behind stiffeners wherever possible.

6. HULL INVENTORY AND TOOLS

6.1 General

Standard Hull inventories and tools including tools recommended by the manufacturers shall be provided.

6.2 Tools and Inventory

- Tools and inventory must be of good standard and approved type.
- The tools and inventory shall consist of:

Maker's standard tools and special tools necessary for overhauls during the life of the vessel are to be delivered by all the manufacturers with their supply.

Spares

List of spares of main engine, gearbox, generators and other machineries required for 5000 hrs of operation as recommended by manufacturers is to be supplied. IWAI reserve the right to select and order the spare parts from the above list at its sole discretion. These spare parts, suitably packed, will have to be delivered along with the survey launch within the delivery period if required.

7 EQUIPMENT & FITTINGS

7.1 Instruments

In the National Waterway -1, the River Information Service System is being established. To keep the standard of survey vessel to meet the minimum fleet management requirement, the following equipments as being installed in other survey launches of IWAI are to be fitted on board:-

S No.	Items	Qty.
1	AIS Transponder Inland Class - A	01
2	VHF Sets with Antenna with VoIP facilities	01
3	Echo Sounder with RS232 facilities	01
4	DGPS Receiver	01
5	Short Range Radar	01
6	MFD Multi Function Display 19" size (Multi-touch LCD wide display along with Transas MFD software (18.5"))	01
7	Inland Water Navigation Software	01 (by client)
8	Hypack software	01

The scales of instruments for pressures, temperatures etc, are to be such that the working range is not more than 70% to 80% of the full scales. The maximum allowed values to be marked with a red line on the scale. Instruments shall have a minimum scale length of at least 8 cm.

The pressure gauges shall be marked in Bars. They shall have connections of 16mm pipes threaded on the outside. The temperature gauges shall be provided with scales marked in degrees centigrade. Gauges for temperatures over 300°C shall be of the pyrometer type.

Other gauges shall be of glass thermometers with blue colored alcohol in steel tubes /brass tubes.

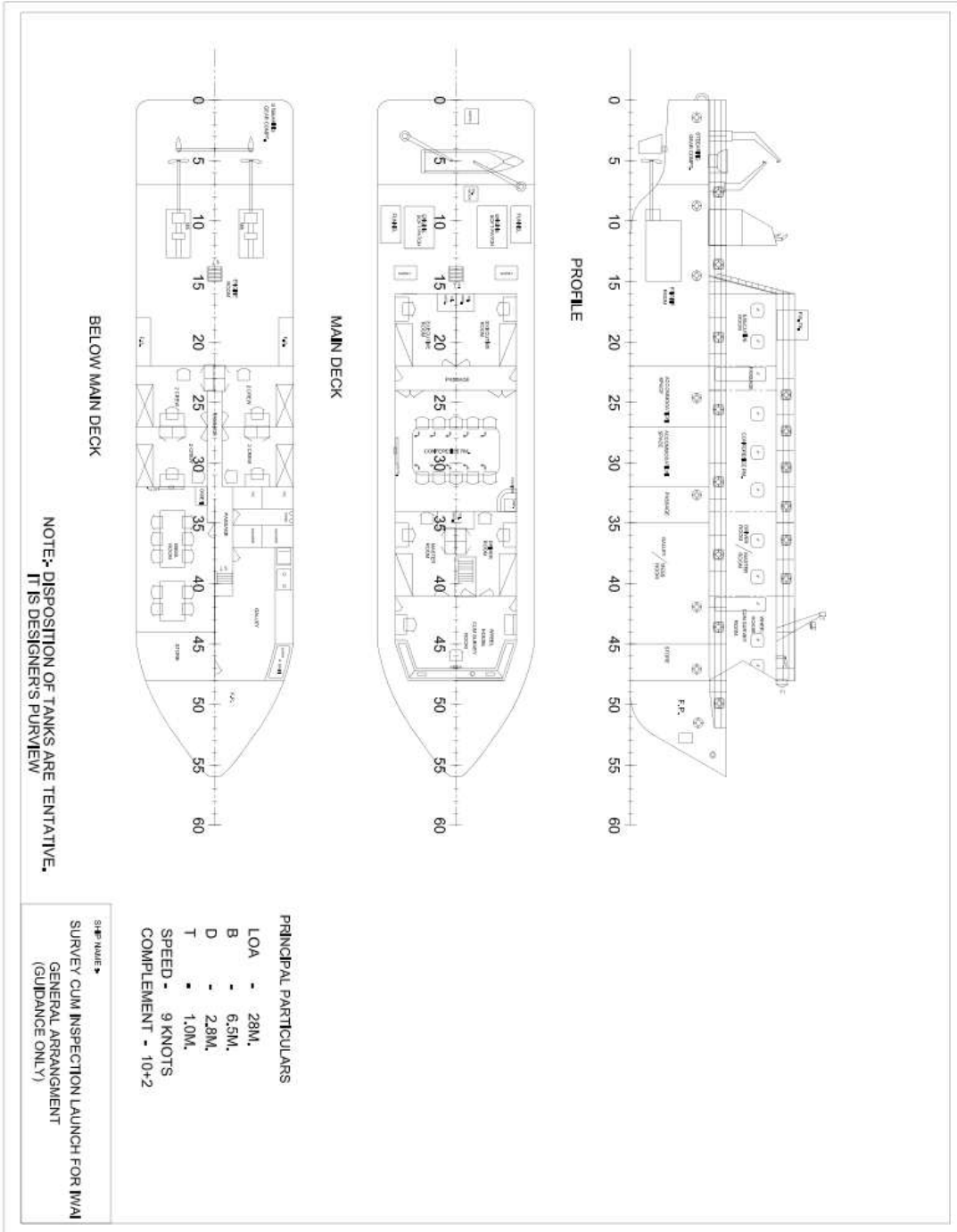
RPM meters with hours counter shall be provided in both Engine room and wheel house.

7.2 Name plates

On each pump, engine, valve, loose tank and where necessary for safety and control, the function and the medium used in that respective place shall be indicated on nameplates.

The nameplates shall be of brass with engraved letter, the nameplates fitted on weather decks and on Aluminium parts shall be of stainless steel. The lettering on nameplates shall be black, however on safety and emergency valves red colored lettering shall be adopted.

4. Drawings



5. Inspections and Tests

The following inspections and tests shall be performed: *As listed in the Technical Specifications*

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

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

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.

Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

- (a) For the purposes of this Sub-Clause:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;
 - (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

⁷ “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.

obligation⁸;

- (iii) “collusive practice” is an arrangement between two or more parties⁹ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰;
- (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 Clause 11 [Inspections and Audits by the Bank].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

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

⁸ “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.

⁹ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ “Party” refers to a participant in the procurement process or contract execution.

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 Non waiver

- (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.

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

- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- Inspections and Audit by the Bank**
- 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 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.**
- Supplier's**
- 14.1 The Supplier shall supply all the Goods and Related Services

Responsibilities	included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
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 .
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 fulfilment 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 arbitration award.
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.

**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**.

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

**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.

Subcontracting

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

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

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.

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.

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**.

Transportation

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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.

**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.

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.

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.

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

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.

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.

**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.

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.

Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed,

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

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

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.

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.

(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.

(b) *Contracts with Supplier national of the Purchaser's country:*

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.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the “The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the “The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to

	<p>the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the “The International Centre for Alternative Dispute Resolution (India)</p>
<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p><i>(a) For Goods supplied from abroad:</i></p> <p>Upon delivery of the goods to the consignee the supplier shall notify the purchaser and mail the following documents to the purchaser and Bank (in case of LC payment):</p> <ul style="list-style-type: none"> (i) One original and two copies of Supplier’s invoice showing contract number, goods description, quantity, unit price and total amount (ii) Copy of Airway / Seaway Bill marked freight prepaid (iii) Three Copies of packing list identifying contents of each package (iv) Insurance certificate (v) Manufacturer’s / Supplier’s warranty certificate (vi) Manufacturer’s Test report (vii) Certificate of origin <p>Partial shipment and transshipment is allowed.</p> <p><i>(b) For Goods from within India:</i></p> <p>Upon delivery of the goods to the consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) One original and two copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount (ii) Delivery note and acknowledgement of receipt of goods duly sealed and signed by the Consignee (iii) Three copies of packing list identifying contents of each package (iv) Insurance Certificate (v) Manufacturer’s / Supplier’s warranty certificate (vi) Inspection Certificate issued by the nominated inspection agency (vii) Certificate of Origin. (viii) Original Copy of Excise duty Gate Pass (Duplicate copy of excise duty gate pass may be sent with transporter) <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

GCC 15.1	The prices charged for the Goods supplied and the related Services performed " <i>shall not</i> " be adjustable.
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the following manner :</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, through Bank Transfer and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid, through Bank Transfer within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion, including Agency Commission if any, shall be made in INR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in INR, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p>

	<p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
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</p> <p><i>For Foreign currency: LIBOR rate +2 % per annum, on the day of contract signing.</i></p> <p><i>For Local Currency: 2.5% per annum</i></p>
GCC 18.1	<p>A Performance Security “shall” be required</p> <p>A Performance Security shall be required within 28 days after the Supplier’s receipt of Notification of Award, the supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
GCC 18.3	<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: 30 days after the warranty period.</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>Invoice No., Order No., LC No. & Bill of Lading / AWB No.</i></p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>

GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	The inspections and tests shall be: <i>As specified in the Technical Specifications</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>Location(s) as specified in the Technical Specifications</i>
GCC 27.1	The liquidated damage shall be: 1% per week upto a maximum of 10% after which the bidder have the right to cancel the contract
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10%</i>

GCC 28.3	<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:</p> <p><i>Kolkata</i></p> <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. <p>The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipments 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.</p> <p>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.</p> <p>The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.</p>
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GCC 28.5	<p>The period for repair or replacement shall be: <i>30</i> 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>
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Section IX. Contract Forms

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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. 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]*

2. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,¹² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

¹¹ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

¹² *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. 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: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.:*[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*¹³ *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*¹⁴.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

¹³ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

¹⁴ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. 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: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

[signature(s) of authorized representative(s) of the bank]

Invitation for Bids (IFB)

Country: India

Project: Capacity Augmentation of NW-1 (Jal Marg Vikas)

loan / credit number: N/A

Procurement of Survey cum Inspection Vessel

CANW-1/TWAI/JMV/8

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business*, issue no. Nil of 11 September, 2014.
2. The *Inland Waterways Authority of India, Ministry of Shipping, Government of India* intends to apply for a loan from the *International Bank for Reconstruction and Development* toward the cost of *Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas)*, and it intends to apply part of the proceeds of this loan to payments under the Contract for *Procurement of Survey cum Inspection Vessel*.
3. The *Inland Waterways Authority of India, Ministry of Shipping, Government of India* now invites sealed bids from eligible and qualified bidders for *Procurement of 02 Nos. of Survey cum Inspection Vessel to be delivered in 8 months from the date of award*.
4. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*, and is open to all bidders from Eligible Source Countries as defined in the Guidelines.⁵
5. Interested eligible bidders may obtain further information from *Inland Waterways Authority of India, Ministry of Shipping, Government of India; Shri Pravir Pandey, e-mail mf@iwai.gov.in* and inspect the Bidding Documents at the address given below from 0930 to 1800 hrs IST.
6. Qualifications requirements are provided in the bidding document. A margin of preference for certain goods manufactured domestically "shall" be applied. Additional details are provided in the Bidding Documents.
7. A complete set of Bidding Documents in *English* may be purchased by interested bidders on the submission of a written Application to the address below and upon payment of a non refundable fee⁷ INR 3,000/- or in USD 50/-. The method of payment will be *Demand Draft*. The Bidding Documents will be sent by *Airmail /Courier*.
8. Bids must be delivered to the address below at or before *1500 hrs and 01 May, 2015*. Electronic bidding *will not* be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address below at *1530 hrs and 01 May, 2015*. All bids must be accompanied by a "Bid Security" of INR 1,980,000/- or USD 33,000/-.

9. The address referred to above is: *Shri Pravir Pandey, Project Director, Project Management Unit*

Address: *A-13, Sector – 1*

City: *Noida, Gautam Buddha Nagar, Uttar Pradesh*

ZIP Code: *201301*

Country: *India*

Telephone: *+91 1202543976*

Facsimile number: *+91 1202543976*

Electronic mail address: *mf@iwai.gov.in.*
