GOVERNMENT OF ASSAM
ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY

3rd Floor, Directorate of Inland Water Transport, Assam::Ulubari, Guwahati-781007:: email: dir.iwtds-as@gov.in, Tel: 0361-2462677

PROJECT: ASSAM INLAND WATER TRANSPORT PROJECT

CREDIT NO./ GRANT NO. : **IBRD 9026 IN**

NATIONAL OPEN COMPETITIVE PROCUREMENT
(Single Stage Two-Envelope Bidding Process with e-Procurement)
FOR PROCUREMENT OF GOODS/EQUIPMENT

Title: Supply, Installation, and Commissioning of Vessel Tracking, Communication and Support System (VTCSS) under Assam Inland Water Transport Project (AIWTP)

RFB No.	:	**IN-IWT-527562-GO-RFB**
DATE OF COMMENCEMENT OF SALE OFBIDDING DOCUMENT	:	13 – 12- 2025
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	09 - 01- 2026 till 14:00 Hrs.
LAST DATE AND TIME FOR SUBMISSION OF BIDS	:	09 – 01- 2026 TIME 14 00 HOURS
TIME AND DATE OF OPENING	:	09 – 01- 2026 TIME 16 00 HOURS
OFFICER INVITING BIDS	:	State Project Director Assam Inland Water Transport Development Society

REQUEST FOR BIDS

(RFB)

NATIONAL OPEN COMPETITIVE PROCUREMENT
FOR THE SUPPLY OF GOODS/EQUIPMENT
(Single Stage Two-Envelope Bidding Process with e-Procurement)

Request for Bids (RFB)
E-Procurement Notice

Date	**:**	12 – 12- 2025
Loan No./Credit No./ Grant No.	**:**	**IBRD 9026 IN**
RFB Reference No.	**:**	**IN-IWT-527562-GO-RFB**

1. The Government of India has received financing from the World Bank toward the cost of the Assam Inland Water Transport Project, and intends to apply part of the proceeds toward payments under the contract for "***Supply, Installation, and Commissioning of Vessel Tracking, Communication and Support System (VTCSS) under Assam Inland Water Transport Project (AIWTP)"***

2. The Assam Inland Water Transport Development Society now invites Bids from eligible Bidders for **"*Supply, Installation, and Commissioning of Vessel Tracking, Communication and Support System (VTCSS) under Assam Inland Water Transport Project (AIWTP)" under the following lots:***

Lot No.	*No. of Device*	*Districts*
LOT - 1	***1000 nos.***	***Dhubri***
LOT - 2	***900 nos.***	***Baska, Barpeta, Bangaigaon, Goalpara***
LOT - 3	***600 nos.***	***Biswanath, Darang, Kamrup, Kamrup Metro, Marigain, Nalbari, Sonitpur, South Salmara***
LOT - 4	***500 nos.***	***Cachar, Hailakandi, Karimganj, Dhemaji, Dibrugarh, Tinsukia, Sivsagar, Golaghat, Jorhat, Lakhimpur, Majuli, Nagaon***

- ***Delivery Period : 90 days***
- ***Place of Delivery : All Public and Private Vessels/ Boats within specified districts of Assam***

3. Bidding will be conducted through national open competitive procurement procedure agreed with the World Bank, and is open to all eligible bidders as defined in the World Bank's "Procurement Regulations for IPF Borrowers, July 2016 ,Revised November 2017 , August 2018 and November 2020" ("Procurement Regulations"). In addition,

please refer to paragraphs 3.14 and 3.15 of the Procurement Regulations setting forth the World Bank's policy on conflict of interest.

4. The bidding document is available online on 13/12/2025 (Website : www. assamtenders.gov.in and www.aiwtdsociety.assam.gov.in). Bidders will be required to register on the e-tender portal of the Assam Govt. www.assamtenders.gov.in and participate through e-tender portal only. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

(a)	Price of bidding document	: Nil
(b)	Date of commencement of sale of bidding document	: 13-12-2025
(c)	Last date for sale of bidding document	: 09-01-2026 till 1400 Hours
(d)	Last date and time for Submission of bids	: 09-01-2026, Time: 1400 Hours
(e)	Time and date of opening of bid	: 09-01-2026, Time: 1600 Hours

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

6. Bids must be submitted online on https://assamtenders.gov.in on or before the deadline for submission of bids, and will be opened online at the specified time and date for opening of bids, as given above. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. All Bids must be accompanied by a bid securing declaration as per form provided in Annexure –A -Bid Securing Declaration in the RFB.

8. The Bidders are required to submit (a) Original Power of Attorney to Sign the Bid (b) Original Bid Securing Declaration as per the format to the Office of the Assam Inland Water Transport Development Society, (AIWTDS), Near Ulubari Flyover, GUWAHATI – 781007, Assam (hereinafter referred as "the Employer") before the bid submission deadline, either by registered post/speed post/courier or by hand.

9. A **virtual pre-bid meeting** will be held on **23/12/2025 at 11:30** Hour at the office of Assam Inland Water Transport Development Society, (AIWTDS), Near Ulubari Flyover, GUWAHATI – 781007, Assam to clarify the issues and to answer questions on any matter that may be raised at that stage. Bidders are advised to download the Bidding Document prior to the pre-bid meeting in order for the Bidders to have a good understanding of the goods to be supplied and scope of related service under this contract for discussion and clarification at the pre-bid meeting. Bid Documents shall be available on

https://assamtenders.gov.in and AIWTD Society website https://www.aiwtdsociety.in. The interested bidders who wish to participate in the pre-bid may send the name & email ids of authorized representatives to this office email id : dir.iwtds-as@gov.in on or before 22/12/2025 by 1600 Hrs. The participants who wish to attend the virtual pre-bid meeting shall submit their queries (if any) before 22/12/2025.

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

Sd/-

State Project Director
Assam Inland Water Transport Development Society (AIWTDS)
3rd floor of Directorate of Inland Water Transport Ulubari,Guwahati-781007
Email: dir.iwtds-as@gov.in
Website: www.aiwtdsociety.in , Telephone:+91 361 2462677

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PART 1 – Bidding Procedures

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS.**

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

2. **Source of Funds**

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS,** toward the project named **in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the

Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI, Fraud and Corruption.

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

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS reference ITB 2.1 (the name of the project), that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph

2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or

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

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and

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.

Related Services

5.2 For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.

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

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its

Bid all information or documentation as is required by the bidding document.

7. Clarification of the Bidding Document	7.1	A Bidder requiring any clarification of the bidding document 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 prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
8. Amendment of Bidding Document	8.1	At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
	8.2	Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
	8.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
10. Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents comprising Bid

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".

11.2 The **Technical Part** shall contain the following:

(a) **Letter of Bid - Technical Part:** prepared in accordance with ITB 12;

(b) **Bid Security** or **Bid-Securing Declaration**: in accordance with ITB 19.1;

(c) **Alternative Bid - Technical Part**: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;

(d) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(e) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;

(f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(g) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(h) **Conformity**: documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;

(i) any other document **required in the BDS.**

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

(a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;

(b) **Price Schedules**: completed prepared in accordance with ITB 12 and ITB 14;

(c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;

(d) any other document **required in the BDS.**

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

11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

12. Letters of Bid

12.1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS,** Alternative Bids shall not be considered.

14. Bid prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid - Financial Part and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. **However, discounts that are conditional on the award of more that one lot will not be considered for bid evaluation purpose**.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS.**

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods manufactured in the Purchaser's Country:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(b) For Goods manufactured outside the Purchaser's Country, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS;**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS;**

(c) For Goods manufactured outside the Purchaser's Country, already imported:

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

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

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

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and

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

Qualifications of the Bidder

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

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

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

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

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

(a) In the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, no adjustment shall be made.

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

19. Bid Security

19.1. The Bidder shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS,** in original form and, in the case of a Bid security**,** in the amount and currency specified **in the BDS.**

19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **specified in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7. The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder ; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a performance security in accordance with ITB 49.

19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.5.

19.9. If a Bid security is **not required in the BDS**, pursuant to ITB 19.1, and

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB 49;

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked "ORIGINAL BID".

21.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART". Copies of the Financial Part shall be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART". The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "BID COPIES". In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES".

21.3 The envelopes marked "ORIGINAL BID" and "BID COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE BID") shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.

21.4 All inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS. When so specified in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS**.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid -Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS.**

25.2. First, the written notice of withdrawal in the 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.

25.3. 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.

25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.

25.5. Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "FINANCIAL PART" shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked "TECHNICAL PART" the Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Purchaser may consider appropriate.

25.6. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked "FINANCIAL PART" are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS.**

25.7. At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8. Following the opening of the Technical Parts of the Bid the Purchaser shall prepare a record that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the presence or absence of a duly sealed envelope marked "FINANCIAL PART";

(c) the presence or absence of a Bid Security or Bid-Securing Declaration; and

(d) if applicable, any Alternative Bid - Technical Part;

25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids - General Provisions

26. Confidentiality

26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 43.

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

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any

	clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.
	27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.
28. Deviations, Reservations, and Omissions	28.1 During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the bidding document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
	28.2 "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
29. Nonconformities, Errors and Omissions	29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
	29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Parts of Bids

30. Evaluation of Technical Parts	30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
31. Determination of Responsiveness	31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation,

or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.2 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Qualification of the Bidders and Detailed Evaluation of the Technical Part

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

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

32.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

32.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation to assess adequacy of the Technical Part followed by evaluation applying technical factors/subfactors and corresponding scores as specified in the BDS.

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids

33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

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

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their envelope marked "FINANCIAL PART" will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract;

(c) notify them of the date, time and location of the public opening of the envelopes marked 'FINANCIAL PART".

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

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and

(b) their envelope marked "FINANCIAL PART" will be opened at the public opening of Financial Parts;

(c) notify them of the date, time and location of the public opening of the envelopes marked "FINANCIAL PART".

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

33.4 At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked "FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Bid opening in the manner specified **in the BDS**.

33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked "FINANCIAL PART".

33.7 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts,

(c) if applicable, any Alternative Bid - Financial Part.

33.8 The Bidders whose envelopes marked 'FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Parts of Bids

34. Evaluation of Financial Parts

34.1 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

34.2 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS;** and the Bid Price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.1; and

(f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation**.

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

(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

35. Correction of Arithmetic Errors

35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetic 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.

35.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

36. Conversion to Single Currency

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

37. Margin of Preference

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

38. Comparison of Financial Parts

38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

39. Abnormally Low Bids

1.1 39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.

In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award

40. Evaluation of combined Technical and Financial Parts

40.1 The Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Purchaser will rank the Bids based on the evaluated Bid score (B).

40.2 The Purchaser will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

43. Notification of Intention to Award

43.1 The Purchaser shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bidder;

(d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;

(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(f) the expiry date of the Standstill Period;

(g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

45. Purchaser's Right to Vary Quantities at Time of Award

45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

46. Notification of Award

46.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the

Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

1.2 46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form.

1.3 46.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

1.4 46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

47. Debriefing by the Purchaser

47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

47.3 Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.

47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

48. Signing of Contract

48.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

48.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

48.3 Notwithstanding ITB 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact 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.

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the Most Advantageous Bid.

50. Procurement Related Complaint

50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid 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 Reference	A. General
ITB 1.1	**The reference number of the Request for Bids (RFB) is**: IN-IWT-527562-GO-RFB **The Purchaser is:** Assam Inland Water Transport Development Society (***AIWTDS)*** **The name of the RFB is:** *Supply, Installation, and Commissioning of Vessel Tracking, Communication and Support System (VTCSS) under Assam Inland Water Transport Project (AIWTP)* The number and identification of lots (contracts) comprising this RFB is:

Lot No.	*No. of Device*	*Districts*
LOT - 1	***1000 nos.***	***Dhubri***
LOT - 2	***900 nos.***	***Baska, Barpeta, Bangaigaon, Goalpara***
LOT - 3	***600 nos.***	***Biswanath, Darang, Kamrup, Kamrup M Marigain, Nalbari, Sonitpur, South Salmara***
LOT - 4	***500 nos.***	***Cachar, Hailakandi, Karimganj, Dher Dibrugarh, Tinsukia, Sivsagar, Golaghat, Jo Lakhimpur, Majuli, Nagaon***

Lot and Supply, Installation, and Commissioning of Hardware Infrastructure and Integration with ICCC

The bidders are allowed to bid for

1. Lot-1 or Lot 2 or Lot 3 or Lot 4 ; **OR**
2. Multiple lots together.

ITB 1.2(a)	**Electronic –Procurement System** The Purchaser shall use the following electronic-procurement system to manage this Bidding process:

	https://assamtenders.gov.in/ The electronic-procurement system shall be used to manage the following aspects of the Bidding process: *a) Issuance of the Request for Bids (RFB) and all associated bidding documents* *b) Submission of requests for clarification and issuance of clarifications/amendments* *c) Electronic submission of Bids by Bidders* *d) Bid opening (technical and financial envelopes, as applicable)* ***e)** Communication of evaluation results, notices, and award information*
ITB 2.1	**The Borrower is:** Assam Inland Water Transport Development Society (AIWTDS) **Loan or Financing Agreement amount:** *USD 85 Million.* **The name of the Project is:** *Supply, Installation, and Commissioning of Vessel Tracking, Communication and Support System (VTCSS) under Assam Inland Water Transport Project (AIWTP)*
ITB 4.1	***The following is added to ITB 4.1:*** *a)* A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section III, 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. *b) Eligibility to Bid as Consortium* i. Bidders may participate either as a single entity or as a consortium consisting of up to two (2) members. ii. The consortium shall submit a single bid that clearly specifies the roles and responsibilities of each member. c) Lead *Member* One firm shall be designated as the Lead Member, who shall be authorized to act on behalf of the consortium in all matters relating to the bid and subsequent contract. d) Consortium Agreement The consortium members shall submit a duly executed Consortium Agreement on non-judicial stamp paper. The agreement must: i. Identify the Lead Member;

	ii. Define the respective roles, profiles, responsibilities, and work share of the consortium partner(s); iii. Confirm that all members are jointly and severally liable for contract performance; and iv. Authorize the Lead Member to act as the single point of contact for AIWTDS. e) Liability All members of the consortium shall be jointly and severally responsible for fulfilling the contract obligations and performance requirements during the entire contract period, including the Operation & Maintenance phase. f) Change in Composition The composition of the consortium shall not be changed after submission of the bid, except with prior written approval of AIWTDS. g) Financial and Technical Eligibility i. The consortium collectively must meet 100% of the technical and financial qualification criteria. ii. The Lead Member must meet at least 60% of the technical experience requirements. iii. The other member must meet at least 40%, or demonstrate relevant complementary technical capability as per its assigned role. iv. At least one member must fully meet the core technical requirement. v. All members must demonstrate relevant technical contributions—no passive or non-contributing members are allowed. vi. The Consortium Partner(s) which has expertise in a particular domain, that domain shall only be considered while submitting the bids and the required documents should be submitted accordingly. h) Disqualification Clause A consortium member participating in more than one bid (either individually or as part of another consortium) will result in the disqualification of all related bids. i) Contract Signing and Performance

	The contract shall be signed by the Lead Member on behalf of all consortium members. All members shall remain jointly and severally liable to AIWTDS for execution, performance, and warranty obligations.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr, or, Alternatively, the current World Bank list of debarred firms and individuals is available at the Bank's updated website: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms
	B. Contents of Bidding Document
ITB 7.1	For **Clarification of Bid purposes** only, the Purchaser's address is: Attention: State Project Director, AIWTDS Address: 3rd Floor, Directorate of Inland Water Transport, Ulubari, Guwahati – 781007, Assam, India Telephone: *+91 361 2462677* Electronic mail address: dir.iwtds-as@gov.in Requests for clarification should be received by the Purchaser no later than: ***7 Days*** Web page: https://assamtenders.gov.in/
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: ***English.***
ITB 13.1	Not Applicable
ITB 14.7	The Incoterms edition is: "Incoterms 2010 – ICC Official Rules for the Interpretation of Trade Terms," published by the International Chamber of Commerce (ICC). For this procurement, the Purchaser permits the use of the following Incoterms: • DDP – Delivered Duty Paid • DAP – Delivered At Place • CIP – Carriage and Insurance Paid To • CIF – Cost, Insurance and Freight The chosen Incoterm for each item shall be clearly indicated by the Bidder in the relevant Price Schedule.

ITB 14.8 (b)(i) and (c)(v)	Place of destination: Guwahati, Assam
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): The named place of destination shall be the Guwahati and subsequently to riverine sites throughout Assam.
ITB 15.1	The Bidder is required to quote in INR.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): *5 years*
ITB 17.2 (a)	Manufacturer's authorization is: *required.*
ITB 17.2 (b)	After sales service is: ***required.***
ITB 18.1	The Bid validity period shall be ***90*** days.
ITB 19.1	A Bid-Securing Declaration **shall be** required.
ITB 19.3 (d)	Not applicable.
	D. Submission and Opening of Bids
ITB 20.3	Written Power of Attorney
ITB 22.1	Bids shall be submitted via online tender portal, i.e., https://assamtenders.gov.in/ **The deadline for Bid submission is:** Date: **09- 01-2026** Time: 14:00 Hours Bidders shall have the option of submitting their Bids electronically. The electronic Bidding submission procedures shall be: i. Bidders shall submit their Bids electronically through the designated e-procurement portal. ii. The Bid shall be submitted in two electronic envelopes (Technical Bid and Financial Bid), prepared and uploaded in accordance with the instructions provided in the portal. iii. All required documents shall be uploaded in PDF format, duly signed and encrypted as per the e-procurement system requirements.

	iv. Upon successful upload, the system shall generate an automatic acknowledgment with a unique Bid submission number, which the Bidder shall retain as proof of submission. v. No physical submission of Bids, hard copies, flash drives, or email submissions shall be permitted. vi. The system will automatically lock the Bid at the Bid submission deadline, after which no modifications or submissions will be possible. vii. At the prescribed time, the system shall allow the Purchaser to electronically open the Technical Bids. The Financial Bids shall remain encrypted until technical evaluation is completed and authorized for opening.
	E. Public Opening of Technical Parts of Bids
ITB 25.1	**The Bid Opening Time is:** Date: **09- 01-2026** Time: 16:00 Hours The electronic Bid opening procedures shall be: i. At the date and time specified, the Purchaser shall electronically open the Technical Bids through the designated e-procurement portal. ii. The system shall automatically record the date and time of the Bid opening and generate an electronic Bid Opening Statement. iii. Only the Technical Bid envelopes will be opened at this stage; the Financial Bids shall remain encrypted and inaccessible until completion of the technical evaluation. iv. The names of the Bidders, the presence or absence of the required bid security (or bid-securing declaration), and any other information deemed appropriate shall be displayed electronically on the portal. v. The electronic Bid Opening Statement generated by the system shall be made available to all Bidders through the portal. vi. After the technical evaluation is completed, the Purchaser shall schedule the electronic opening of the Financial Bids. The Financial Bids will be decrypted and opened electronically only for Bidders declared “technically responsive.” vii. The results of the financial opening, including total Bid prices as read out, shall be electronically published on the portal for all participating Bidders.
I. Evaluation of Financial Parts of Bids	
ITB 30.1	Refer Section III - Evaluation and Qualification Criteria

ITB 32.4	Not applicable
ITB 34.2 (a)	Evaluation will be done for each lot separately. Bidders shall be allowed to quote separate prices for one or more lots. *Note: Bids will be evaluated lot by lot. Bidders should quote for the complete requirement for goods and services specified in each lots as stated in ITB clause 14.6 failing which such bid will be treated as non-responsive.*
ITB 34.6	No such additional factors will be applied.
ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: INR
ITB 37.1	Not Applicable
J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award	
ITB 40	Not applicable
ITB 42.1	Not applicable
F. Award of Contract	
ITB 44.1	ITB 44.1 is replaced with: 44.1 The Purchaser reserves the right to award contracts to more than one Bidder under this procurement process, where such distribution is considered necessary to ensure supply security, timely delivery, optimal logistics, or operational continuity. 44.2 Bidders may submit bids for the full quantity. However, the Purchaser may allocate quantities among multiple Bidders based on the evaluation criteria stated in the BDS and Section III (Evaluation and Qualification Criteria). 44.3 The evaluation of bids shall be conducted on the total quantity, but the award may be made to the first-ranked bidder(s) according to: o Lowest evaluated cost**,** o Technical responsiveness, and o Capacity and delivery commitments. 44.4 The Purchaser intends to award the work to up to four Bidders. In case the first-ranked Bidder declines the awarded quantity or is unable to supply the full allocation, the Purchaser may reallocate quantities to the next-ranked Bidder(s) in order of evaluation ranking. The detailed

	Evaluation criteria is at Section III - Evaluation and Qualification Criteria 44.5 A Bidder shall be awarded no more quantity than it has the capacity to supply, as demonstrated through its qualification documents and as confirmed during post-qualification.
ITB 45	The maximum percentage by which quantities may be increased is: ***15*** The maximum percentage by which quantities may be decreased is: ***15***
ITB 50	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **For the attention**: **Title/position:** *State Project Director* **Purchaser**: *AIWTDS* **Email address***: dir.aiwtds-as@gov.in*

Section III - Evaluation and Qualification Criteria

TECHNICAL PART

1. Qualification Criteria (ITB 32.1)

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

Sl. No.	Criteria	Requirement / Description	Supporting Documents
1	Legal Status & Incorporation	The bidder must be a legally registered entity in India under the Companies Act, 1956 / 2013 or LLP Act, or a registered Partnership firm for at least 5 years as on the date of bid submission.	Certificate of Incorporation/ Partnership Deed, PAN, GSTIN.
2	Experience in Projects	The Bidder must have completed at least one (1) project in the past five (5) years involving GSM-GPS telemetry, AIS-140 certified tracking devices, or AIS-based tracking systems, for Government or Private clients in India or abroad.	Any of the followings: (a) Work orders substantiated along with the Final payment Certificate, or, (b) Work Completion certificate
3	Technical Personnel	The bidder must have qualified personnel on rolls with the following expertise and having experience of at least 1 IT based project: i. Project Manager ii. Networking & Telemetry Specialist iii. IoT Hardware / Embedded Systems Engineer	CVs (signed by the respective employee) containing details of qualification & experience along with experience certificates.
4	OEM Authorization	i. The bidder should be an authorized system integrator / channel partner / reseller of the proposed telemetry equipment OEMs. ii. OEM must be empanelled/ approved by ARAI/ICAT/CIRT for AIS-140 compliant VLTDs. iii. OEM must submit: a. Type Approval Certificate (TAC) b. Conformity of Production (CoP) c. AIS-140 approval certificate with device model number iv. OEM must provide authorization to bidder (if bidder is not OEM) v. OEM must have nationwide support presence and prior Government deployments.	OEM Authorization Letters or MAF

Sl. No.	Criteria	Requirement / Description	Supporting Documents
		vi. OEM should have supplied at least 3,000 AIS-140 devices in aggregate (preferable).	
5	Hardware & Communication Compliance	The offered devices should: i. Be GSM/GPRS/2G-enabled (with fallback to SMS for low signal zones) ii. Be GPS-based (no GNSS required)\ iii. Be BIS-compliant & AIS-140 certified iv. Support RS-232 / RS-485 / CAN interfaces	Product datasheets and technical compliance sheet signed by OEM.
6	Average Annual Turnover	The bidder should have an average annual turnover of at least ₹ 15 crore (Indian Rupees Fifteen crores) during the last three (3) financial years (FY 2022-23, 2023-24, 2024-25.	Audited financial statements certified by a Chartered Accountant. In the event of non-availability of the audited balance sheet for the immediate financial year, a certificate from Statutory Auditor be submitted.
7	Net Worth	The bidder must have a positive net worth in each of the last three financial years.	Audited balance sheet / Chartered Accountant certificate.
8	Liquidity/ Solvency	The bidder must have a valid bank solvency certificate.	Bank Solvency Certificate
9	Tax Compliance	The bidder must have valid PAN, GST Registration, and should have filed IT returns for the last three years.	Copies of PAN, GST, and IT returns. (attested by the certified Company Auditor or Company Secretary)

2. Technical Evaluation (ITB 32.4)

The Technical Evaluation will assess the bidder’s capability to deliver the project “Supply, Installation, and Commissioning of Vessel Tracking, Communication and Support System (VTCSS) under Assam Inland Water Transport Project (AIWTP)” as specified in the RFP. Only bidders scoring 70 marks or above shall be considered technically qualified. Financial evaluation shall follow the L1 method among technically qualified bidders. **(Total 100 Marks - Minimum Qualifying Score: 70 Marks)**

Boat Device - Hardware, Communication & Network Compliance, Technical Solution & Approach – 80 Marks			
Sl. No	**Sub-Criteria**	**Description**	**Max. Marks**
1	**Hardware Specification Compliance & Communication Network Plan**	Compliance with required technical specifications including GSM/GPRS/2G support, GPS accuracy ≤ 2.5m, AIS-140 compliant telemetry standards, IP67/68 enclosure (as per AIS-140 device requirements), DoT/BIS certification, communication network redundancy, SMS fallback, and secured IES/ AES-256 VPN connectivity to ICCC.	20
2	**Device testing & quality assurance plan**	Submission of detailed test plan covering factory testing, field testing, calibration, acceptance methodology, firmware updates, and quality assurance processes.	20
3	**System Design & architecture**	End-to-end design covering device communication, middleware, data flow, ICCC integration, failover, and interoperability.	20
4	**Communication & Network architecture**	End-to-end data transmission architecture demonstrating redundancy, GSM/SMS fallback, data integrity, uptime strategy, and disaster recovery considerations.	20
Key Personnel and Implementation – 20 Marks			
Sl. No	**Sub-Criteria**	**Description**	**Max. Marks**
1	**Key Personnel**	Project Manager, Embedded Engineer, Network Engineer, and GIS Specialist.	10
2	**Implementation & roll out plan**	Deployment schedule (T+90 days), Installation Methodology, Resource Mobilization, and Risk Mitigation Plan.	10

FINANCIAL PART

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

2. **Evaluation Criteria (ITB 34.2 & 34.4)**

The following methodology shall apply for evaluation of Financial Bids and allocation of supply quantities:

2.1 Evaluation Basis

a) Only the Financial Bids of bidders who are found responsive in Technical Evaluation and scoring minimum 70 marks in Technical Evaluation shall be considered.
b) No change in the quoted unit prices shall be permitted after bid opening.

2.2 Computation of Average Financial Bid (AFB)

The Purchaser shall compute the Average Financial Bid (AFB) as the arithmetic mean of the evaluated prices of all Technically Qualified Bidders.

2.3 Eligibility for Allocation

A bidder shall be considered Eligible for Work Allocation if:

a) The bidder is Technically Qualified; and
b) The bidder's Financial Bid is not more than two (2) times the AFB.

Bidders whose Financial Bids exceed 2 × AFB shall be excluded from further consideration for contract award.

a) The Purchaser may adjust final allocation for rounding requirements, minimum operational lots, delivery timelines, logistical considerations, or project exigencies.
b) If any Eligible Bidder declines to accept the allocated quantity, the Purchaser shall invite the next eligible bidders for award, failing which remaining quantity may be allocated to the most advantageous bidders.

3. Multiple Contracts (ITB 34.4):

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the qualification criteria (this Section III, Sub-Section ITB 32 Qualification Requirements).

The Purchaser shall:

a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.6

b) take into account:

i. Only the Financial Bids of bidders who are found responsive in Technical Evaluation and scoring minimum 70 marks in Technical Evaluation shall be considered.

ii. No change in the quoted unit prices shall be permitted after bid opening.

Lot No.	***No. of Device***	***Districts***
LOT - 1	***1000 nos.***	***Dhubri***
LOT - 2	***900 nos.***	***Baska, Barpeta, Bangaigaon, Goalpara***
LOT - 3	***600 nos.***	***Biswanath, Darang, Kamrup, Kamrup Metro, Marigain, Nalbari, Sonitpur, South Salmara***
LOT - 4	***500 nos.***	***Cachar, Hailakandi, Karimganj, Dhemaji, Dibrugarh, Tinsukia, Sivsagar, Golaghat, Jorhat, Lakhimpur, Majuli, Nagaon***

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

Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For multiple Contracts

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has bid for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than N1 x V1.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than N2 x V2.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than N3 x V3.

----etc, **or**

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than N1 + N2 + N3 +--but the total value of all such contracts is equal or more than N1 x V1 + N2 x V2 + N3 x V3 +---.

4. Alternative Bids (ITB 13.1)- Not Applicable

Section IV -Bidding Forms

Letter of Bid

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

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

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

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **AIWTDS**

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;

(d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(g) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

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

Name of Recipient	Address	Reason	Amount

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

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

(l) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(m) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

*****: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

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

Page ________ of_ ______ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

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

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

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

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

Page ________ of_ ______ pages

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

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) Currencies in accordance with ITB 15						Date: ________________________ RFB No: ____________________ Alternative No: _______________ Page N° ______ of ______		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *[insert place of destination]* in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
							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 15

Date: ________________________
RFB No: _____________________
Alternative No: ________________
Page N° ______ of ______

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

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

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

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _______ India__________________	(Group A and B Bids) Currencies in accordance with ITB 15	Date: ___________________________ RFB No: ______________________ Alternative No: _________________ Page N° ______ of ______

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms (T is the Date of Signing of the Contract with Supplier)	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
1	Vessel Tracking Device with GPS Module	**T+30 Days**	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
2	Communication Unit (SIM Card)	**T+30 Days**							
3	Onboard Power Interface Unit & Accessories	**T+30 Days**							
4	SOS Button	**T+30 Days**							

5	Microprocessor/IOT	**T+30 Days**							
6	Voice box	**T+30 Days**							
7	Battery	**T+30 Days**							
8	IP 67 Casing	**T+30 Days**							
9	Gyroscopic Sensor	**T+30 Days**							
10	Installation and Commissioning of Onboard Units on Vessels	**T+60 Days**							
11	System Integration and Data Flow Configuration and Final Go-Live (**T1**)	**T+90 Days**							
12	Warranty	**T1+12 Months**							
SUB-TOTAL 1 (A)									
13	O&M Support (Year 1)	**T1+12 Months**							
14	O&M Support (Year 2)	**T1+24 Months**							
15	O&M Support (Year 3)	**T1+36 Months**							

16	O&M Support (Year 4)	**T1+48 Months**							
17	O&M Support (Year 5)	**T1+60 Months**							
SUB-TOTAL 1 (B)									
								Total Price (A+B)	

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15

Date: _______________________
RFB 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)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				Total Bid Price		

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

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

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

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

We have been informed that ______ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of ________________ under Request for Bids No. __________ _ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

____

[Signature(s)]

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

Form of 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]*[1] *[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 or will submit a written Bid to the Purchaser dated the ___ day of ______, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

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 Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

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

Principal: _______________________ Corporate Seal (where appropriate)	Surety: ______________________________
_______________________________	_____________________________________
(Signature) *(Printed name and title)*	*(Signature)* *(Printed name and title)*

[1] 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.

Form of 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 RFB process]*
Alternative No.: *[insert 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 or submitting proposals 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 Letter 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 sign 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.

Name of the Bidder*****___________________________________

Name of the person duly authorized to sign the Bid on behalf of the Bidder******_____________

Title of the person signing the Bid____

Signature of the person named above____

Date signed _________________________________ day of ___________________, _____

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

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

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

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]*
RFB No.: *[insert number of RFB 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]*

7. DECLARATION for Claiming Excise Duty Exemption

(Name of the Project)

RFB No. …………………………
Description of item to be supplied
…………………………………………………………………
....
......

(Information for issue of certificate for claiming exemption of Excise Duty (ED) in terms of Central excise notification No. 108/95)

(Bidder's Name and Address):

To
(Name of Purchaser)

…………………………..

Dear Sir:

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

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95 read along with all subsequent amendments including the amendment dated 01-03-2008.

   (i) Ex-factory price per unit on which ED is payable: *Rs. ____________________

   (ii) No of Units to be supplied: ________________________

   ____

   (iii) Total cost on which ED is payable (Rs.) ____________________

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

(Signature)______________________
(Printed Name) __________________
(Designation) ___________________

(Common Seal) ____________________

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

8. Performa FOR PERFORMANCE Statement

[Please see ITB 37.2 and Section III-Evaluation and Qualification Criteria]

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

RFB No. _______ Date of opening ___________ Time __________ Hours

Name of the Firm _________________________________

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

Signature and seal of the Bidder ______________________________

____

Section V -Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1:*None [insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.8(b) and ITB 5.1:None *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Section VI -Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

   i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

   ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

   iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

   iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

   v. "obstructive practice" is:

      (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

      (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[2] (ii) to be a nominated[3] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[4] all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

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

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

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

A. Introduction and Project Overview

A.1 The Purchaser

A.1.1 This project plays a vital role in ensuring timely and well-organized responses during crises, accidents, and disaster scenarios, particularly in waterways, coastal regions, and other vulnerable areas. This project is a strategic initiative under the Assam Inland Water Transport Development Society (AIWTDS) aimed at enhancing the safety, efficiency, and resilience of Assam’s vast inland waterways network. Assam, with one of India’s largest river systems including the Brahmaputra and Barak rivers relies heavily on water transport for passenger movement, trade, and livelihood. However, challenges such as unpredictable river dynamics, frequent flooding, limited communication infrastructure, and absence of a coordinated emergency management mechanism have necessitated the development of an integrated VTS and ICCC Integration system.

The project envisions establishing a statewide, technology-enabled emergency response ecosystem that ensures timely assistance and coordinated rescue operations during incidents such as vessel distress, accidents, or natural disasters. The system will be integrated with the existing River Information System (RIS) to provide real-time situational awareness, incident management, and inter-agency coordination.

Key components include:

I. Vessel tracking and monitoring using GSM/GPRS-based systems.
II. Emergency communication infrastructure leveraging GSM, and GPS technologies.
III. Search and rescue operations management, supported by GIS mapping and decision-support tools.
IV. Command and control integration through ICCC for centralized response coordination.
V. Field-level response units, including rescue boats, first responders, and district-level control centers.

Through this initiative, the Government of Assam aims to build a robust, interoperable, and sustainable VTS and ICCC integration framework that not only minimizes loss of life and property but also strengthens the public confidence and operational safety of inland water transport in the region.

The project has set its vision as follows:

*“"To design and establish vital Systems with VTS and ICCC integrational approach which will ensure sophisticated solutions for citizens of Assam and improve the Brahmaputra River's Fleet Management System, rapid emergency response and resource deployment including 24*7 monitoring of vessel tracking through integrated systems.”*

A.2 Business Objectives of the Purchaser

I. Provide a low-cost, rugged Boat Unit for installation on small and medium boats that supports: GPS tracking, GSM-based telemetry (Single-SIM), a physical SOS junction box/button, and a speaker/PAS for local announcements.

II. Enable inter-boat cooperative proximity alerts for vessels fitted with the Boat Unit (no requirement to detect non-cooperative craft in this minimum-sensor solution).

III. Ensure devices can receive and play pre-recorded broadcast messages from ICCC (operator-triggered or event-triggered).

IV. Integrate the system with the ICCC backend for real-time tracking, incident management, notifications and to ingest ASDMA water-level and rainfall data for automated warnings.

V. Implement a pilot deployment and provide operations & maintenance (O&M) and spares support following acceptance.

A.3 Acronyms Used in These Technical Requirements

S.no	Term / Acronym	Description
1.	Applicable Law(s)	Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
2.	Affected Party	Means Owner or the Contractor whose performance has been affected by an event of Force Majeure
3.	Authority	Shall mean the AIWTDS,
4.	Site/ Location	Means the identified locations for the installations of IT Infrastructure.
5.	Authorized Signatory	A person who is duly authorized from the bidder through the Power of Attorney in respect to take all decisions related to the RFP and sign on behalf of the bidder.
6.	Appointing Authority	for the purpose of arbitration shall be the any person so designated by the Owner.
7.	Arbitrator	Means the person or persons appointed by agreement between the Owner and the Contractor to make a decision on or to settle any dispute or difference between the Owner and the Contractor referred to him or her by the parties.
8.	AIS	Automative Industry Standard
9.	ATP	ATP means Acceptance Test Plan
		Offer by the Bidder to fulfil the requirement of the Purchaser for an agreed price. It shall comprise of a comprehensive

S.no	Term / Acronym	Description
9.	Bid	technical and financial response to the RFP
10.	Bid Document	The document submitted by the Bidder containing a comprehensive technical and financial response to the RFP
11.	Bid Due date	Shall mean as defined in bidding schedule provided in the letter of invitation in this RFP
12.	Bidder	Shall mean a party or parties being legal person/(s) owned by Resident Indian citizens with at least majority of the Board of Directors being Resident Indian citizens and may be a One Person Company (OPC), Private or Public Company, Listed or Unlisted Company registered in India, who is a legal person as above.
13.	BoM	Shall Mean Bill of Material
14.	Completion	Shall mean the fulfilment of the Related Services by the vendor in accordance with the terms and conditions set forth in the Contract
15.	Company	Means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
16.	Conflict of Interest	A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if: The Bidder(s) (or its members) have common controlling shareholders or other ownership interest; However, this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or its members) is only a minor shareholding of less than 5%; OR A constituent of such Bidder is also a constituent of another bidder; OR Such Bidder (or its members) receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its members); OR Any two Bidders have the same legal representative for purposes of this Tender; OR There is access of information or influence between any two Bidders of this Tender by virtue of a relationship, directly or through common third party/ parties; OR Any Bidder (or its members) who has participated as a consultant to the Authority in the preparation of any

S.no	Term / Acronym	Description
		documents, design or technical specifications of this Engagement.
17.	Commissioning	Means a project shall be considered commissioned if all equipment/ terminals/ hardware/ software/ firmware, mentioned under the scope of contract, has been successfully installed and ready for operation.
18.	Deliverables	Shall include but not limited to the Supply, Installation & commissioning of IT infrastructure and Software development as per RFP.
19.	EMD	Earnest Money Deposit
20.	Contract	Authority after evaluation of bids identifies
21.	GCC	General Conditions of Contract
22.	Goods	All of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which Bidder is required to deliver under the scope of work
23.	Intellectual Property Rights	Any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
24.	NDA	Non-Disclosure Agreement
25.	Non- Compliance	Shall mean failure/refusal to comply the terms and conditions of this RFP/ tender
26.	Non-responsive	means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD
27.	Notice	A notice; or a consent, approval or other communication required to be in writing under this Contract.
28.	Party & Parties	Shall mean the party and its plural parties has been used to indicate bidder and bidders, the two terms shall hold the same meaning in this document
29.	Required Consents	The consents, waivers, clearances and licenses to use Authority's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that NSIL and their nominated agencies are required to make available to Bidder pursuant to this Agreement;

S.no	Term / Acronym	Description
30.	SCC	Special Conditions of Contract
31.	Selected Party	Shall be defined as Bidder who has been selected through the bidding process and with whom the Authority shall get into a contract for undertaking the work described in this RFP, as defined in this RFP
31.	Technical Bid	Shall be as defined in Volume| Section 4.18.1 of this RFP
32.	Technically Qualified Bidder	The bidder who has submitted the response in compliance with the RFP term and has been meeting the eligibility criteria would be declared as Technically Qualified Bidder.
33.	Tender Evaluation Committee (TEC)	Shall mean the committee formed by the Authority to evaluate the response to this RFP
35.	NMS	Network Management System Software
36.	CCS	Central Control Station
37.	NCP	Network Control Processor Software (NCP)
38.	Vendor	Successful Bidder or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
39.	PO	Purchase Order
40.	SLA	Service Level Agreement
41.	LD	Liquidated Damages
42.	I&C	Installation and Commissioning
43.	O&M	Operation and Maintenance

B. Business Function and Performance Requirements

B.1 Business Requirements to Be Met by the System

Functional Requirement	Description
Real-time Vessel Tracking	GSM-based GPS monitoring all vessels in service. Pre-recorded alerts to the boats for deviations, abnormal behavior, or hazardous conditions.
Emergency Communication and Alerts	SOS to ICCC from boat through SOS buttons

B.2 Mandatory Provisions to be done at Backend ICCC as per AIS-140 Standardization

The following mandatory provisions will have to be made in the Backend ICCC:

1. Registration and activation of the device(s) fitted on the vessel, including the details of vessel registration number, engine number, chassis number, vessel make and model, device make and model, and telecom service provider’s name.

2. Re-registration/re-activation of the device(s) fitted on the vessel in case of any change in device or telecom service provider, etc.

3. Regular health check of the device(s) fitted on the vessel, as per the parameters and frequency defined in Sub-section 3.1.4 [5] of the guidelines on “AIS-140: Intelligent Transportation Systems (ITS) Requirements for Public Transport Vessel Operation”.

4. Administration/configuration of devices for any changes in the parameters as decided by the respective state from time to time.

5. Notification of alerts in case of a press of an Alert Button fitted on the vessel, in the protocol defined in Section 4 [5] of the AIS-140 guidelines.

6. Notification of alerts in case of defined deviations by a vessel such as over-speeding, deviation from defined route/geographic area, time of operation, etc.

7. Location tracking of the vessel including real-time as well as history tracking for up to last 90 days.

8. Notification to the permit-holder through SMS in case any device(s) stops functioning/sending data to the Backend Control Centre.

9. Reports of the vessels with devices not working/sending data beyond the defined number of days (1 day, 3 days, 7 days and 30 days). Ensure that the security and privacy of the data are maintained in accordance with applicable laws/guidelines of various government authorities.

1. List of Goods and Delivery Schedule

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

S. No	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the Bidder*]
1	*Boat Communication Devices' Delivery and acceptance*	*100% of total units of 1st Lot*	Boat Device Unit	*Various riverine sites of Brahmaputra River*	T + 30 Days	T + 90 Days	

2. List of Related Services and Completion Schedule

Service	Description of Service	Deliverables	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	**Project Implementation Phase** (T = Date of Signing of Agreement)			*Designated riverine ghats of Brahmaputra River*	T+90 Days
2	**Project Kick-Off Report**	• Detailed report including infrastructure requirement analysis, hardware deployment plan, recommended action plan to address the gaps, budget estimates for addressing the gaps uncovered during the survey, phase wise location distribution etc. • Detailed Project Plan including resource deployment, Communication plan, Risk management plan, Information Security and Business Continuity, Sensitization & Training Plan, Operations management plan etc.			**T + 3 Days**
3	**Requirement Study**	• Architecture and design for boat-to-boat/vessel-to-vessel communication devices, Communication (layered) devices for VTS and approach for Integration with ICCC, • System Integration report		*Designated riverine ghats of Brahmaputra River*	**T + 7 Days**

4	**Hardware Delivery along with all requisite OEM licenses (As per Project Schedule mentioned in this RFP)**	• The Supplier shall supply, deliver, install, and commission all AIS-140 standardization required hardware and software components for the VTS and ICCC integration, ensuring full functionality and interoperability with the VTS, and ICCC platforms. • All AIS-140 standardization delivered equipment shall be brand-new, factory-sealed, and compliant with the approved technical specifications. The delivery shall include all necessary OEM software, operating systems, firmware, drivers, utilities, and management tools, along with perpetual or project-period licenses as applicable. • The Supplier shall also provide: - Original Equipment Manufacturer (OEM) authorization certificates for all supplied components - License keys, activation codes, and documentation for each software or firmware component. - Proof of warranty and maintenance coverage as per OEM terms. - Version and release documentation for all installed software. • The deliverable shall be deemed complete upon successful installation, configuration, testing, and acceptance of the hardware and software components by the project authority, with all licenses duly registered in the name of the end-user department.			**T+30 Days**

5	**Go Live (T1)**	• Site Completion/readiness Report • Delivery Acceptance Reports from AIWTDS/authorized entity • Installation & Commissioning Reports • Software Licenses details • UAT/FAT and Go Live Certificate from AIWTDS/authorized entity • Training Content & Completion Certificate		*Designated riverine ghats of Brahmaputra River*	**T+90**
6	**Operations and Maintenance**	• Continuous 24×7 readiness of all infrastructure, communication networks, etc. • Regular preventive and corrective maintenance of boats, sensors along with manpower deployment, training, and periodic emergency drills. • This phase focuses on maintaining high system uptime, rapid incident response, safety compliance, and seamless coordination with agencies like VTS, ICCC, to ensure reliable and efficient waterway emergency management.		*Designated riverine ghats of Brahmaputra River*	**T1+60 Months**

3. Delivery and Implementation Phase related performance levels

S. No.	Measurement	Definition	Penalty
1.	Delivery of Boat Communication Devices	Supplier is expected to deliver the Boat Communication Devices within stipulated time-frame as mentioned in Part-2, Schedule of Requirements under **List of Goods and Delivery Schedule**	• 0.2% LD on delay as per the schedule mentioned in Part-2, Schedule of Requirements under List of Goods and Delivery Schedule. • Delay above 25 days = 1% of the cost of Boat Communication Devices • Delay beyond 15 calendar days post T+25 days may lead to termination of the contract at the discretion of the Client
2.	Implementation progress: Boat Communication Devices	Supplier is expected to deliver the Boat Communication Devices within stipulated time-frame as mentioned in Part-2, Schedule of Requirements under List of Goods and Delivery Schedule.	• 0.2% LD on delay as per the schedule mentioned in Part-2, Schedule of Requirements under List of Goods and Delivery Schedule. • Delay above 25 days = 1% of the cost of Boat Communication Devices • Delay beyond 15 calendar days post

S. No.	Measurement	Definition	Penalty
			T+25 days may lead to termination of the contract at the discretion of the Client

4. Technical Specifications

4.1 General Technical Requirements

The Supplier shall be responsible for implementing this project throughout Inland Waterways Transport of Assam following AIS-140 standard.

4.1.1 AIS 140 standard

1. The AIS 140 standard is a set of regulations published by the Automotive Research Association of India (ARAI) for vessel tracking systems and emergency request buttons.
2. It aims to enhance public transport safety and efficiency by ensuring that all public transport and commercial vessels are equipped with GPS tracking systems and emergency buttons.
3. The standard mandates compliance for all passenger-carrying buses and other public transport vessels, facilitating better traffic management and crisis response.
4. To begin with, in order to comply with AIS 140 guidelines, every boat will need to have a NavIC/GPS tracking system, and an emergency button. This will help the concerned departments in tracking the boat in case of an emergency and also enable the passengers to apprise the control room of any kind of mishap or other emergencies.
5. This AIS on Intelligent Transportation Systems (ITS) has been provisioned with both system level approval and vessel level approval. System-level approval is needed to enable retro-fitment of ITS systems on in-use vessels. This will ensure ITS backend infrastructure already present with the State Transport Undertakings (STUs) can be more fully utilized and make the investment in the backend infrastructure more viable.

6. Both the existing vessels as well as the future ones will be required to be fitted with GPS and emergency button. This implies that the automotive OEMs along with aftermarket companies and Tier 1 suppliers need to have these systems ready.
7. GPS and NavIC systems require entirely different hardware and software, both for the end user and for the operator. If in future India is likely to abandon GPS, it may be worthwhile to specify only NavIC compatibility in this standard.
8. Towards this, the Automotive Industry Standards Committee (AISC) panel has submitted a document titled ‘Data Privacy in Transportation ITS’ To help the system developers deal with these issues. Further, the system developer can also take guidance from ‘IS/ISO/TR 12859: 2009 - Intelligent Transport Systems — System Architecture — Privacy Aspects in ITS Standards and Systems while developing their systems to meet the requirements of this standard.
9. As per the direction of the Central Motor Vessels Rules - Technical Standing Committee (CMVR-TSC) which needed the Communication Protocol and Backend Control Centre requirement for tracking and handling the alerts have been addressed in Section 6 & 7 of the Guidelines on AIS-140 of Finalized Draft- Automotive Industry Standard Intelligent Transportation Systems (ITS) - Requirements for Public Transport Vessel Operation. The Supplier shall have to essentially adhere to those standard guidelines.
10. The devices would transmit data to the Backend Control Centre using 2G/3G/4G connectivity (with SMS fall back - means that when the primary data channel (GPRS/Internet) fails, the device automatically switches to **sending essential data through SMS** so that communication is never interrupted.) as per the protocol provided in Section 6. The data from the devices would travel over the telecom service provider network and finally get delivered to the Backend Control Centre. The detail about Device to Backend Communication Mechanism is mentioned in Section 7.

4.2 System Design and Architecture

The Supplier shall develop a detailed system architecture encompassing onboard devices, communication networks. The Supplier shall ensure interoperability with existing River Information System (RIS), Vessel Tracking System (VTS), and Integrated Command and Control Center (ICCC). Detailed Design Documentation (DDD) shall include firmware logic, data schema, API definitions, and communication protocols. Devices must be AIS-140 Part A/B certified.

4.3 Supply, Installation, and Commissioning

The Supplier shall manufacture, supply, install, and commission Boat Units (Device Boxes) with GPS + GSM (Single SIM), SOS button, IMU sensors, IP67 enclosure, speaker/PAS, and backup battery with an adequate longevity. Each unit shall include secure firmware with MQTT/HTTPS communication. Unique Device IDs shall be linked with vessel registration. Installation, calibration, and demonstration shall be conducted under AIWTDS supervision.

4.4 Layered Communication: Boat/Vessel to ICCC and Vice Versa

4.4.1 Sensor and Actuator layer

The sensor layer will help the administration gather information about the conditions or capture information from the field level devices. It will collect real-time physical and environmental data from vessels, riverbanks, buoys, and rescue units and convert it into actionable information for the communication layer and command-and-control (ICCC) systems. Actuators, in turn, execute commands received from the control layer — triggering alerts, activating rescue mechanisms, or adjusting equipment. This layer enables situational awareness, incident detection, and rapid physical response.

4.4.2 Network Layer

The secured network layer will serve as the connective backbone for the project and provide connectivity to gather data from sensors and post analyzing, communicate messages to display devices and actuators. It will support the secured communication services for smart elements (sensors and displays) at given locations.

The network layer will be scalable such that additional sensors, actuators, display devices can be seamlessly connected via wired network or Wi-Fi network or any other secure standard connectivity method in future. It will transport data collected by sensors, trackers, and field devices from the Sensor & Actuator Layer to the Application/ICCC Layer, and also carries control commands and alerts from the ICCC back to vessels and responders.

The Supplier shall utilize GSM-based telemetry using MQTT over TLS. Store-and-forward logic shall handle offline data, while SMS/USSD fallback channels will ensure emergency connectivity. All communications must be encrypted and authenticated end-to-end.
It shall ensure seamless, reliable, and secure communication among:

I. Vessels & ferries on the river,
II. Shore-based stations and sensors,
III. Mobile responders,
IV. Central systems (RIS, VTS, ICCC).

4.4.3 Data Center Layer

The data center layer will house centralized computing power required to store, process and analyze the data to decipher actionable information. This layer includes servers, storage, ancillary network equipment elements, security devices and corresponding management tools.

Similar to the network layer, it will be scalable to cater to the increasing computing and storage needs in future.

The **Data Center Layer** forms the **core computing and storage backbone** of the project's ecosystem. It will receive data from the **Network Layer**, processes and analyzes it through various **applications and databases**, and provides actionable intelligence to the **ICCC** and riverine **responders**.

This layer ensures that all components of the system — vessels, sensors, responders, and command operators — work on a **single, synchronized, and secure digital platform**.

4.4.4 Smart Application and Integration Layer

The smart applications layer will contain data aggregation and management systems (rules engines, alerting systems, diagnostics systems, control systems, messaging system, events handling system), and reporting / dashboard system to provide actionable information to administrators and citizens. It will be an evolving layer with applications added and integrated as and when new applications are developed. While aspects of ambient conditions within the river will be gathered through various sensors deployed, some specific data will come from other government and non-government agencies. It is through the integration layer that data will be exchanged to and from the underlying architecture components and other data from systems developed by government and quasi/ non-government agencies.

4.4.5 Service Delivery and Consumption Layer

This layer will contain display devices or bi-directional (input & output) devices connected to the network which will be used to provide actionable information. Such field devices include adaptive signals, digital messaging boards, critical data displays, etc.

4.4.6 Control Units & Command Center Layer

The command center and control units will enable citizens and administrators to get a holistic view of river, vessels and weather conditions. Such control units will take shape of either an exhaustive command center or control applications which can be viewed over a web browser or available in form of a mobile application. The implementation vendor will have to operate a command center at a site location determined by AIWTDS and web/ mobile based viewing tools for securing a holistic view of river, vessels and weather conditions.

4.4.7 Security Layer

As ambient conditions, actuators and display devices are now connected through a network, security of the entire system becomes of paramount significance, and the overall system/solution will have to include:

I. Infrastructure security - including policies for identity and information security policies
II. Network security - including policies and practices adopted to prevent and monitor unauthorized access, misuse, modification, or denial of a computer network and network-accessible resources, etc.
III. Identity and Access Management – including user authentication, authorization, SSL & Digital Signatures
IV. Application security - Adoption of Technical Standards for Interoperability Framework and other standards.
V. End device security, including physical security of all end devices such as GSM devices, cellular antenna, adaptive vessel traffic signals, digital messaging boards, crucial data displays, etc.
VI. Following security parameters should be included for all smart elements, but not limited to:
VII. Identity and access management
VIII. User/administrator audit log activity (logon, user creation, date-time of PA announcements, voice recording etc.)
IX. Secured data storage (storage of video/image/voice/location/data captured by various smart elements)
X. SSL/TLS encryption for web and mobile application based interfaces for sensitive data transfer
XI. Protection against Denial of Service (DoS) and Interference attacks to public network/ public Wi-Fi Devices

4.4.8 Scope of Implementation

4.4.8.1 Key Modules Aligned to Overall Scope

Key modules to be implemented as part of the VTS and ICCC integration solution is depicted below:

#	Project Module	Scope
1	Geographic Coverage	All major river routes and ferry terminals within the operational jurisdiction.
		Provision for Integration with local, regional, and national rescue agencies and disaster management teams.

2	Real-time Vessel Tracking System	GPS-based monitoring of all vessels using GSM services.
		Alerts for deviations, abnormal behaviour, or hazardous conditions along with geofencing attribute.
		To ensure that the devices can receive and play pre-recorded broadcast messages. Detection of the proximity of the multiple boats/vessels. Programable firmware should send signals/alarms ICCC when tampered/damaged starting with every 15 mins to 1 in a day For that Battery backup needed.
		Passenger notification systems during emergencies.

In addition to the components highlighted above, an Integrated Command and Control Centre (ICCC) is existing for integration of various RIS, VTS and ICCC integration-related services for purpose of monitoring and analysis. Further, ICCC platform should be able to integrate with other platform using any open standards API.

This document highlights the key scope proposed as highlighted above and provides all requisite details required for the Supplier to understand and accordingly prepare and submit the proposal.

4.4.8.2 Integrated Command and Control Center (ICCC)

The Integrated Command and Control Center will receive input from different sources and field devices installed as part of vessel tracking and traffic management, equipment safety and surveillance, emergency response system, weather forecasting information system etc.
Feeds from these sources will be assimilated, analyzed and visualized over single platform resulting in an aggregated river, vessel and weather level information providing integrated single view to the respective operators. Further, this aggregated river, vessel and weather level information could be converted to actionable intelligence, which would be transmitted to relevant stakeholders and citizens for appropriate responses and information.

4.4.8.3 Network connectivity on Lease

Supplier shall select a telecom operator who can provide the requisite network backbone and managed infrastructure that will enable connectivity across all field devices, sensors, ICCC and DC & DR on lease basis.

4.4.8.4 Geographic Coverage

The **Geographic Coverage** shall provide a comprehensive, real-time geospatial framework for monitoring, managing, and supporting project operations across the inland waterways of Assam.

Key functions include:

I. Support for **geofencing**.
II. Seamless **interoperability** with VTS, ICCC, and other operational layers for decision support.

This module shall ensure accurate, scalable, and interoperable GIS data coverage to enhance real-time visibility, route safety, and rapid response capability across the Assam Inland Waterways network.

4.4.8.5 Real-time Vessel Tracking System

The **Real-time Vessel Tracking System** module shall enable continuous monitoring and management of vessel movements across the inland waterways of Assam to support VTS and ICCC operations.

4.4.8.6 Responsibility of Supplier

The functional requirements and technical specifications provided in this RFP are indicative and carry guiding rule. The Supplier is free to offer fully compliant products and solutions, which meet requirements of the RFP focusing on the outcome, future scalability, security, reliability and adherence to specified SLA under this RFP, in line with applicable standards & best practices adopted in the industry. The Supplier is encouraged to design an Optimized solution, which is technically superior, innovative, proven, better in terms of functionality and is cost effective. Any specified parameters mentioned in the scope/technical requirement in the RFP may be considered if it is required for meeting current & future requirements during the contract period. The Supplier is fully responsible for the specified outcome to be achieved.

5. Network and Communications Specifications

5.1 Objective

Supplier shall procure managed internet bandwidth for its riverine network from a telecom service provider. The Supplier will select a suitable telecom service provider on competitive basis for meeting its connectivity requirements. The network, which will be provisioned through the Supplier for SLA purposes through a tripartite arrangement on a Lease basis, will be entered into SLA agreement for ensuring seamless connectivity for intranet/Internet.

5.2 Minimum Functional Requirements – Networks (Boat Devices to ICCC)

S. No.	Parameters	Minimum Requirement Specification	Compliant (Yes/ No)
OFC/FR/1.01	Network Design	• The network design shall at least detail out the network connectivity strategy, network scalability, traffic flow management, bandwidth optimization strategy, security strategy. Any additional network design aspects, to meet overall scope of work also need to be documented by the Supplier. • It shall be ensured that the network deployed should be IPV4 as well as IPv6 compliant, as also supporting unified communications with all departmental handheld walkie-Talkies, mobile systems, RF and mobile phone communication systems, in addition to enabling Audio, Video communications from end point devices as well as from the ICCC.	
OFC/FR/1.04	Network Architecture	All the Leased Circuit coming to its respective office should be terminated as a single Ethernet drop/port and should not be configured with separate Ethernet connectivity from each remote location, at zonal side of connectivity, for each respective ward or remote location. Leased circuit connectivity should be configured to achieve Multiple Hub & Spoke topology.	

6. Hardware Specifications

6.1 Boat Unit / Onboard Hardware

Parameter	Minimum Requirement
Industry-grade Global Positioning System (GPS) Module (For Vessel Tracking)	• Accuracy ≤ 5 m • Update rate 1–5 Hz • Should Support multi-constellation GNSS: GPS/GLONASS/Galileo/IRNSS. • Should Support 2G Single Subscriber Identification Module (SIM) • Configurable location update frequency (10 seconds or better).
Global System for Mobile Communication (GSM) / 2G Communication	• Single SIM Device (2G) • Message Queuing Telemetry Transport (MQTT) / Hypertext Transfer Protocol Secure (HTTPS) over Transport Layer Security (TLS) • Short Message Service (SMS) / Unstructured Supplementary Service Data (USSD) fallback • Store-and-forward attribute **Note :** **a) The solution architecture must be future-proof and capable of leveraging higher bandwidth networks (e.g. LTE/5G) through configuration-level enhancements or minor upgrades only.** **b) Solutions built exclusively for 2G and requiring complete redevelopment for higher network technologies shall be considered non-compliant.**
Inertial Management Unit (IMU) Sensors – Firmware	• 3-axis accelerometer • Gyroscope • Motion/tilt detection • OTA firmware upgrade capability.
Save Our Ship (SOS): Universal Distress Signal Mechanism	• IP67 Physical SOS button • Sends coordinates instantly to Integrated Command and Control Center (ICCC)
Enclosure Rating	• Rugged IP67 (Waterproof marine-grade IP67/IP68 enclosure) • Anti-tamper alerts and rugged casing. • Dustproof • Ultraviolet (UV) and corrosion resistant

Operating Temperature	–10°C to +60°C
Speaker/Public Address System (PAS)	• Min 5–10 W output • ICCC broadcast support
Internal Backup Battery	• 12V/24V DC input • Higher C-Rating Discharge Rates • LiPo battery 2200mAh • Minimum 6-hour internal battery backup.
Security Features	• Secure boot • TLS 1.2/1.3 • Device authentication • Over-The-Air (OTA) updates
Unique Device Identity	• Hardware ID mapped to vessel registration

6.2 Network Communication Hardware

Parameter	Minimum Requirement
Industry-Grade Communication Module GSM / 2G Antenna	• High-gain, • 2–3 dBi; • Waterproof outdoor grade
Communication Protocols	• MQTT over TLS, • Representational State Transfer Application Programming Interfaces (REST APIs), • Internet Protocol: IPv4 & IPv6
Fallback Modes	SMS/USSD for SOS when network is low
Network Redundancy	• Store-and-forward offline handling, • Should have adequate buffering capacity without interruptions

6.3 Detailed Design of all VTS and ICCC Integration Solutions

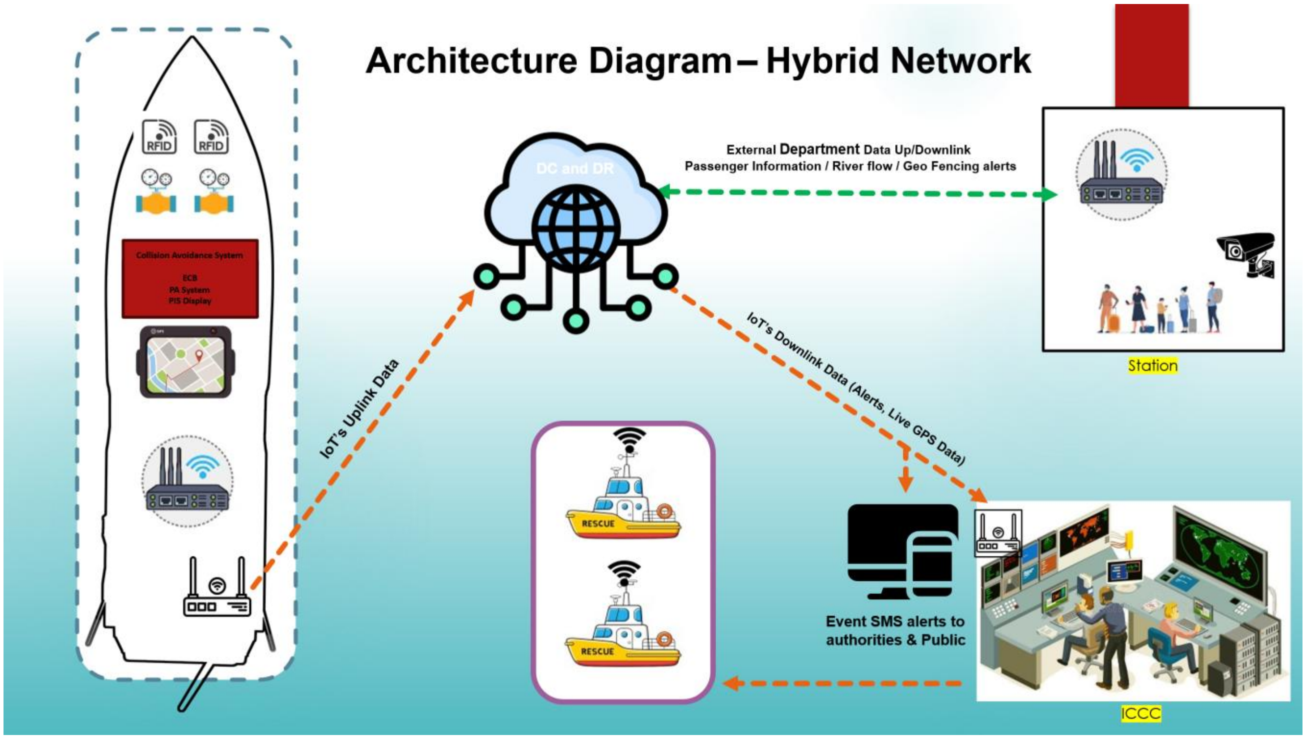

Fig: Indicative Technical Architecture Diagram

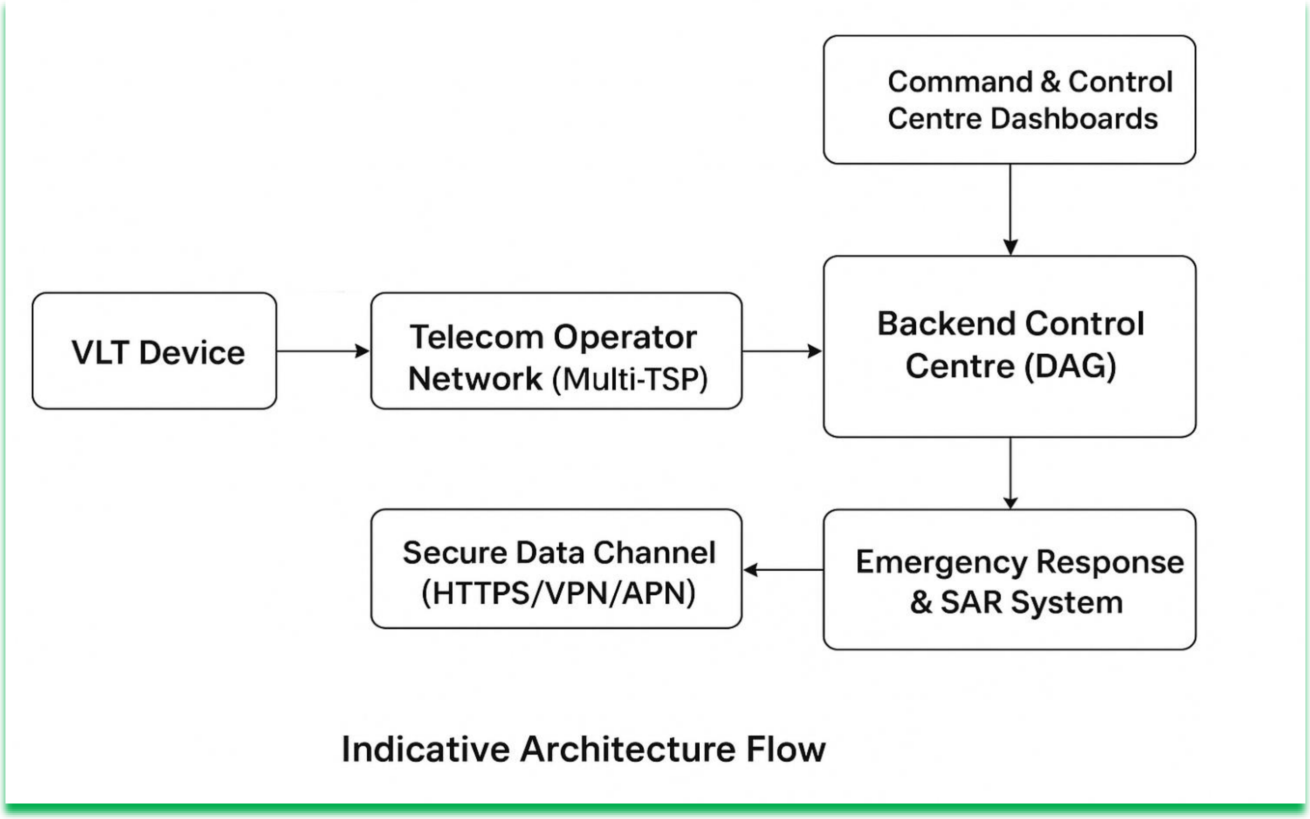

Fig: AIS-140 Standardized Architecture Workflow

6.4 Indicative Architecture Flow Points with AIS-140 Standard: In Synchronization with the Layered Approach as per C2.6 of this RFP

1. The Vessel Location Tracking (VLT) device would transmit data to the Backend Control Centre using GPRS wireless connectivity (with SMS fall back) as per the protocol provided in respective sections (Sub-section 6.3.4 [5]).

2. The data from the devices would travel over the wireless telecom service provider network and finally get delivered to the Backend Integrated Command and Control Centre.

3. Since the permit holders/Device suppliers would require having a valid communication plan on SIM cards on the devices and would avail services from multiple telecom service providers, the data would be transmitted to the Backend Control Centre using the networks of multiple telecom service providers.

4. A suitable control mechanism would be established for the data transfer from VLT to Backend Control Centre, as only the authorized devices should be able to transfer data to the Backend Control Centre and a mechanism for authenticating the devices/SIMs shall also be put into place.

5. All technical data sheets of the products should be submitted ahead of time by the Supplier. It is Supplier's responsibility to get all technical data sheets approved by AIWTDS or its representative to meet the overall project schedule.

6. While designing the solution, Supplier is expected to consider the aspect of scalability without any additional cost to add additional smart elements which may include the following:

I. Additional sensors/ IoT devices for future/ new requirements (As and when there is increase in the total devices connected)
II. Standards based integration for future/new requirements.
III. Helping AIWTDS in finding solution for new challenges faced in day to day scenario by customizing the existing solutions.

7. The design of the entire VTS and ICCC integration Solutions (which would serve as a basis for implementation subsequently) should comply with Good Industry Practices and at a minimum follow the design principles and standards.

8. For the software components, Supplier will create requirement analysis documents for various components of the solution. This includes System Requirements Specification (SRS) and Functional Requirements Specification (FRS) documentation. The Supplier shall be responsible for documenting any existing/planned 'processes' of AIWTDS as part of these deliverables.

This detailed design report shall be submitted to AIWTDS for all the phases of the project.

6.5 Prototype acceptance and factory testing

Post approval of the detailed design, Supplier shall develop the prototype of all the components/solutions and obtain AIWTDS's approval. It shall be Supplier's responsibility to get the prototypes approved in due course of time without affecting the overall schedule of completion.

Components/solutions provided as part of the Project shall undergo Prototype Acceptance Test (PAT) as per Project Plan. Details regarding the PAT are presented in Testing Section of the Scope of Work. Supplier shall also present to AIWTDS and its representatives the test results for PAT in the form of Test Result Documentation presented in the Testing section. Supplier shall be responsible for organizing all logistics required for this site visit. For all the software components, Supplier shall also propose prototype of solution components in this phase and get the required approvals.

6.6 Hardware Supply and Installation

Supplier shall be responsible for the supply and installation of all components as part of the VTS and ICCC integration to meet the technical, functional, business and performance requirements of the RFP. No deviations from these requirements shall be acceptable by AIWTDS. Any additional hardware or software component required to meet the technical and performance requirement of the project and not specified as part of this document but required to meet the overall requirements of the project shall be factored in as part of the Bid, and provided by the Supplier. Supplier shall deliver the project and install and handle the equipment in accordance with manufacturer's requirements. Installation process of the Supplier shall be flexible and shall accommodate Client's requirements without affecting the schedule as specified in the RFP.

Supplier shall be responsible for all supply, storage and handling of the material provided as part of the project. The OEM proposed for the IT infrastructure shall adhere to applicable national/ state security policies.

If there is removal/change of any existing material during installation process, the material shall be handed-over to AIWTDS. It shall be the Supplier's responsibility to supply and install all hardware in compliance with the requirements of the RFP. Proposing non-compliant system/solutions by Supplier will lead to bid rejection. Supplier shall be responsible for all implementation works on the project including any civil, structural, electrical, etc. works required to meet the requirements of the project. All power conversions necessary to operate the equipment shall be under the scope of Supplier.

6.7 Pilot Deployment

The Supplier shall conduct Pilot deployment and testing for meeting Client's business requirements before rolling out the complete system. The pilot will be operated for four weeks to study any issues arising out of the implementation. Supplier shall also review health, usage and performance of the pilot implementation until it has stabilized. Based on Client's feedback for incorporating changes as required and appropriate, Supplier shall train staff involved in the Pilot implementation.

The Pilot shall be demonstrated to AIWTDS's representatives. If, for any reason during the pilot implementation, the solution or components thereof do not meet AIWTDS requirements, these will be communicated to the Supplier in writing. A one-time extension will be provided to the Supplier to correct the lapses pointed out before offering the upgraded pilot to Client for review. Failure to successfully demonstrate all required functionalities during pilot implementation shall lead to termination of the contract with no liability to Client.

6.8 System Integration

Supplier shall be responsible for the integration of all hardware supplied as part of this Project as per the technical and performance requirements of the project. The system integration scope also includes integration of the Project components with the components provided by others as per the details of the RFP. It shall be the responsibility of Supplier to take approval from AIWTDS for the Integration of the overall system as per the RFP. Post systems integration, AIWTDS shall review and approve the overall performance of the integrated system as per the requirements of the RFP. Supplier shall be responsible for fixing any requirements that are not found in compliance with the original RFP and approved detailed design at no additional cost to AIWTDS within the agreed SLA.

6.9 Project Management

Supplier shall be responsible for providing end to end project management for implementation and maintenance of the project components. Supplier shall deploy team of experts for project management:

#	Position	Minimum Qualifications and Experience
1.	Project Manager	a) Education: B.Tech./B.E. or equivalent from a recognized educational institution b) Experience: Minimum 2 years in IT sector. Should have more than 2 years of experience of leading IT projects.
2.	IoT Expert	a) Education: B.Tech. or equivalent from a recognized educational institution b) Experience: Minimum 2 years in IT sector. Should have experience in designing & implementing IoT for at least two projects.
3.	Field Technician(s)	a) Graduate b) Hands on experience in Mechanical projects

The Project Manager shall be the single point of contact and shall assume overall responsibility of the Project to ensure end to end working of the Project. The Project manager shall function as the primary channel of communication for all Client requirements to the implementation team.

Supplier shall be responsible for preparing a master schedule of work which shall highlight implementation plan for all the Project milestones. The schedule shall identify manufacture, delivery, installation, integration of equipment (Software and Hardware), training programs, test procedures, delivery of documentation for respective solutions and final handover. The schedule shall also show Client and any third party responsibilities along with the activities in the timeline. Supplier shall conduct bi-weekly meetings between AIWTDS (and / or its representative) and the 'key personnel' to discuss project progress and implementation at desired location. All key personnel associated with the project shall also be available for meetings whenever asked by AIWTDS or its representative.

Supplier shall also be responsible for effective risk and issue management and escalation procedures along with matrix as part of project management. Supplier shall identify, analyses, and evaluate the project risks and shall develop cost effective strategies and action plan for mitigation of risks. As part of the Project, Supplier shall monitor, report and update risk management plans which shall be discussed during project meetings.

Supplier shall prepare minutes of every meeting which takes place and submit to Client or its representative for tracking of the Project. Supplier shall propose a suitable progress reporting mechanism for the project duration.

All the tools required by Supplier for project management, configuration management, issue and risk management, escalation procedure and matrix document repository etc. shall be factored in the proposal submitted by Supplier.

Based on progress reports, Supplier shall also accordingly update the master schedule of work on a continuous basis during the period of the contract.

All deliverables shall be submitted in at least two (2) formats i.e. draft and final. AIWTDS's representative will have maximum 15 days to review and comment on every deliverable. The submissions will include both hard and soft copies.

6.10 Capacity Building and Training

In order to strengthen the staff, structured capacity building programmes shall be undertaken for multiple levels in the organizational hierarchy like foundation process/ soft skills training to the staff for pre-defined period. Also, refresher trainings for Command Control Centre, Crew pilots and correlated staff, shall be a part of Capacity Building. It is important to understand that training needs to be provided to each and every staff personnel of ICCC. These officers shall be handling emergency situations with very minimal turnaround time.

I. Supplier shall prepare and submit detailed Training Plan and Training Manuals to purchaser/authorized entity for review and approval.
II. Appropriate training shall be carried out as per the User Training Plan prepared in detail stating the number of training sessions to be held per batch of trainees, course work for the training program, coursework delivery methodologies and evaluation methodologies in detail.
III. Supplier shall be responsible for necessary demonstration environment setup including setup of GSM and GPS devices, antennas, SIM installations and other required solutions to conduct end user training. End user training shall include all the equipment including but not limited to all the applications and infrastructure at vessels/boats, ICCC, etc. End user training shall be conducted at a centralized location or any other location as identified by purchaser with inputs from the Supplier.

6.11 Full Deployment, Documentation and Handover

Post the final deployment, Supplier shall handover detailed documentation that describes the site conditions, system design, configuration, training, as-built conditions, operation and maintenance. All documentation shall be in English, shall utilize metric measurements, and shall be submitted directly to Client in paper hardcopy and electronically in Word/ AutoCAD/ Excel/ Project and Adobe Acrobat.

The Supplier will provide documentation, which should follow the ITIL (Information Technology Infrastructure Library) standards. The indicative documentation to be submitted across various stages of implementation are as follows:

6.11.1 Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.

I. **Cabling Layout:** Supplier shall submit the detailed cabling layout including cable routing, telecommunication closets and telecommunication outlet/ connector designations. The layout shall detail locations of all equipment and indicate all wiring pathways.
II. **Equipment Manuals:** Original Manuals from OEMs.
III. **Installation Manual:** For all the application systems.
IV. **Training Material:** Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered. Training registers should be submitted for same.
V. **User Manuals:** For all the application software modules, required for operationalization of the system.

VI. **System Manual:** For all the application software modules, covering detailed information required for its administration.

VII. **Standard Operational Procedure (SOP) Manual:** The Bidder shall be responsible for preparing SOP Manual related to operation and maintenance of each and every service as mentioned in this Tender. The draft process (SOP) document shall be formally signed off by Authority before completion of Final Acceptance Test. This SOP manual will be finalized by the Bidder within 2 months of operationalization of each phase, in consultation with the Authority and formally signed off by the Authority.

1) An inventory of all components supplied (Hardware and Other equipment's including physical fitments) including model name, model number, serial number and installation location shall be given by Supplier.
2) All reference and user manuals for system components, including those components supplied by third parties shall be given by Supplier.
3) All warranties documentation, including those for components supplied by third parties shall be ensured by Supplier.
4) A diagram indicating the as-built inter-connections between components shall be designed by Supplier.
5) Supplier shall submit to AIWTDS copies of comprehensive operating and maintenance manuals for all systems and hardware supplied as part of this bid document. The manuals shall be complete, accurate, up-to-date, and shall contain only that information that pertains to the system installed. Maintenance documents shall include:
6) Equipment installation and operating documentation, manuals for all installed equipment
7) System Installation and setup guides, with data forms to plan and record options and configuration information
8) The schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and on-site warranty support administration on each system component
9) Hard copies of manufacturer's product specification sheets, operating specifications, design guides, user's guides for hardware, and PDF files on non-volatile memory stick of the hard-copy submittal
10) Complete list of replaceable parts including names of vendors for parts not identified by universal part numbers
11) Manufacturer's product specification sheets, operating specifications, design guides, user's guides, Permits, etc.
12) Contractor names and telephone number, email address, escalation matrix with contact lists for all project trades.

VIII. Supplier shall provide Systems Manuals (SM), documentation including:

1) The configuration and topology of central systems hardware and software
2) Central systems software functions and operations
3) Scheduled maintenance required for the central systems
4) Database structure and data dictionary

IX. Supplier shall also provide following documents for any be-spoke software development, if any:

1) Business process guides
2) Program flow descriptions
3) Architecture details
4) System Architecture
5) Technology Architecture
6) Deployment Architecture
7) Data Architecture
8) Data model descriptions
9) Sample reports
10) Screen formats
11) Frequently Asked Questions (FAQ) guides
12) User Manuals and technical manuals
13) Any other documentation required for usage of implemented solution

X. Documentation of processes shall be done using standard flow-charting software.

XI. All pages of the documentation shall carry a title, version number, page number and issue date, and shall contain a complete subject index. Supplier shall be responsible for fully coordinating and cross referencing all interfaces and areas associated with interconnecting equipment and systems.

XII. Documentation shall require re-issues if any change or modification is made to the equipment proposed to be supplied. Supplier may re-issue individual sheets or portions of the documentation that are affected by the change or modification. Each re-issue or revision shall carry the same title as the original, with a change in version number and issue date.

XIII. Each volume shall have a binder (stiff cover and spine), and drawings shall be protected by clear plastic to withstand frequent handling. The binding arrangement shall permit the manual to be laid flat when opened.

XIV. Soft copies of the above documents (Word, pdf, Visio etc.,) has to be provided by Supplier.

XV. The paper used shall be of good quality and adequate thickness for frequent handling.

6.12 Operations Related Documentation

The Supplier shall support AIWTDS in (not limited to) preparing the reports/documents generated as per the end user requirement, exporting the same in standard format (pdf, csv, xlsx, doc, JSON objects etc.,) and printing the required reports.

Note: Supplier will ensure upkeep & updation of all documentation and manuals during the contractual period. The ownership of all documents, supplied by the Supplier, will be with AIWTDS. Documents shall be submitted in two copies each in printed (duly hard bound) & in softcopy formats.

6.13 Operational System Acceptance

Post go live; the VTS and ICCC integration system shall be considered for operational system acceptance. At the close of the work and before issue of final certificate of completion by AIWTDS, the Supplier shall furnish a written guarantee indemnifying Client against defective materials and workmanship for a period of one (1) year after completion which is referred to as **Defect Liability Period**. The Supplier shall hold himself fully responsible for reinstallation or replace free of cost to Client during the Defect Liability Period. Supplier must also perform the operational aspects as mentioned in earlier section of this document. Supplier shall provide approved temporary replacement equipment and material such that the system remains fully functional as designed and commissioned during repair or replacement activities at no cost to AIWTDS.

The Supplier shall support AIWTDS in day to day operations related to VTS and ICCC integration solutions (including Software Configuration, Customization, Infra etc.) the scope of the same is briefly described below but not limited to:

I. Ensuring that all the project elements are up and running
II. Ensuring that all the project solutions are properly integrated and working

6.14 Comprehensive Maintenance for System and Services

Supplier shall be responsible for comprehensive maintenance of both hardware and software, up-gradations in the system, expansion of the system, technical manpower, spares management and replenishment, performance monitoring and enhancements, preventive and corrective maintenance of the project components deployed as part of this project and shall maintain service levels as defined in the RFP. All equipment and material supplied by the Supplier shall be provided with standard warranty against defects of design and manufacturing and against faults and failures associated with workmanship of Supplier and its sub- contractors commencing from operation acceptance of the system. All equipment found to be defective during comprehensive maintenance shall be repaired or replaced by the Supplier at no cost to AIWTDS.

All spares required for the smooth operation of the components shall be maintained by the Supplier for the entire duration of the contract to meet SLA requirements. The cost of the spares, repairs, and replacement shall all be deemed to be included in the price quoted by the

Supplier. Supplier shall also institutionalize structures, processes and reports for management of SLA. Root cause analysis and long term problem solutions shall also be part of Supplier scope.

Supplier shall maintain all data regarding entitlement for any update, enhancement, refreshes, replacement, bug fixing and maintenance for all project components during Warranty. Supplier shall be responsible for updates and implementation of new versions for software and operating systems when released by the respective OEM at no extra cost to AIWTDS during entire duration of contract. Requisite adjustments / changes in the configuration for implementing different versions of system solution and/or its components shall also be done by Supplier. The Supplier shall also ensure application of patches to the licensed software covering the appropriate system component software, operating system, databases and other applications. Software License management and control services shall also be conducted by the Supplier during this phase. Any changes to the software during comprehensive maintenance shall be subjected to comprehensive and integrated testing by Supplier to ensure that changes implemented in system meets the specified requirements and doesn’t impact any other function of the system. Issue log for errors and bugs identified in the solution and any change done in solution shall be periodically submitted to AIWTDS.

Supplier shall ensure OEM support during Comprehensive Maintenance stage for system performance, performance tuning, updates etc. Supplier shall provide all support for formulation of all policies and procedures related to System Administration, Data Base Management, applications, archives, network management & security, back up and data recovery and archive, data synchronization after crash.

Supplier shall prepare a detailed System administration manual, Data administration manual, operational manual, User manual which shall be used by AIWTDS employees to operate components. This shall also include how the various parameters shall be monitored/ tuned in a live system. The Supplier shall also maintain the following minimum documents with respect to components:

1) High level design of system
2) Module level design of system
3) System Requirement Specifications (SRS)
4) Any other explanatory notes about system
5) Traceability matrix
6) Compilation environment

Supplier shall also ensure updation of following documentation of software system:

1) Documentation of source code
2) Documentation of functional specifications
3) Application documentation is updated to reflect on-going maintenance an enhancement including FRS and SRS, in accordance with the defined standards
4) User manuals and training manuals are updated to reflect on-going changes/enhancements
5) Adoption of standard practices in regard to version control and management

The communication costs (Internet charges, telephone charges, 2G/GPRS connectivity charges) and any other incidental charges related to maintenance period shall be in the scope of the Supplier and considered to be included in the proposal submitted by the Supplier for the entire contract duration.

Any planned and emergency changes to any component during maintenance period shall be through a change management process. For any change, Supplier shall ensure:

I. Detailed impact analysis
II. Change plan with roll back plan
III. Appropriate communication on change required has taken place
IV. Approvals on change
V. Schedules have been adjusted to minimum impact on production environment
VI. All associated documentation are updated post stabilization of the change
VII. Version control maintained for software

7. Inspections and Tests

The following inspections and tests shall be performed:

All materials, equipment, systems, manufacturing or configuration processes, or other items to be provided under the Contract shall be inspected and tested in accordance with the requirements specified in this document and will be subject to Client or its representative's approval. The testing shall include any existing civil infrastructure equipment or materials to be taken over by the Supplier. Approvals or passing of any inspection by AIWTDS shall not, however, prejudice the right of AIWTDS or its representative to reject the material if it does not comply with the specification or requirements of the RFP when erected or give complete satisfaction in service.

The Supplier shall design and successfully complete tests to demonstrate that all equipment, materials and systems furnished and installed function in the manner intended and in full compliance with the requirements outlined in the RFP and the approved detailed design of the Supplier.

All tests shall be subject to inspection or witnessing of tests by AIWTDS or its representative. Inspection or witnessing of tests may be waived at the sole discretion of AIWTDS or their representative, subject to the Supplier furnishing AIWTDS or their representative with properly completed test certificates in accordance with the requirements of the RFP. Failure of AIWTDS or their representative to witness any test shall not relieve the Supplier of the obligation to meet the requirements of the Contract.

Supplier shall submit an Acceptance Test Procedures document (ATP), for Client's approval prior to undertaking any testing. The ATP shall clearly address:

I. Type of testing and device to be tested;
II. How each testable specification requirement will be demonstrated, including the test environment and set-up, specific functionality to be tested, method for performing the test and quality assurance procedures;
III. The results that will constitute success for each test;
IV. Timing of test within the overall Contract schedule;
V. The location for testing;
VI. Personnel required to conduct the test;
VII. Approximate time required to execute the test or set of tests;
VIII. Responsibilities of both the Supplier and Client's representatives during each test; and

IX. A cross-reference to which Contract requirements from the Compliance Matrix (to be developed by the Supplier) are being addressed by each test procedure.

The ATP shall include an updated Compliance Matrix to include the test relevant stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that serve to address each contract requirement. The Compliance Matrix shall be used as a "punch list" to track which requirements have not yet been demonstrated at each stage of testing. A requirement classified as having been "demonstrated" during a certain ATP stage can be subsequently redefined as having been "not demonstrated" if compliance issues emerge prior to System Acceptance. ATP shall be submitted to Client at least three (3) weeks in advance of any intended testing.

All measuring instruments required to measure test parameters shall be calibrated by an approved testing authority. The equipment shall be inspected for standards of construction and electrical and mechanical safety.

Test results shall be recorded for all tests conducted under this Contract. The Supplier shall make test results available to Client or their designate for review immediately after completion of the tests.

ATP for each test shall be collated, bound and delivered as part of the close-out documentation requirements specified herein.

ATP submission shall include a hard copy of the originally marked test results and a neatly typed summary. Two (2) hard copies and one (1) electronic copy shall be provided.

ATP shall incorporate the following distinct stages for each deployed component/solution:

I. **Prototype Acceptance Tests (PAT)**: Prototype Approval Test shall be conducted only on the customized component/solution for their design and compliance to functional specifications. PAT shall be completed before conducting FAT and only after approval of PAT by Client's representative, the solution shall go in production. PAT shall be witnessed by Client's representatives.

II. **Factory Acceptance Test (FAT) :** The supplier shall conduct a FAT on all major hardware and system components prior to dispatch to the project sites. The FAT shall be conducted at the Supplier's or Original Equipment Manufacturers' (OEM's) facility, in the presence of authorized representatives from AIWTDS and/or its designated Project Management Consultant. All cost associated with the conduct of FAT should be borne by the supplier.

III. **Pre-Installation Testing (PIT):** All component/solution supplied under this Contract shall undergo pre-installation testing in accordance with the ATP. This shall include existing component/solution, any spare parts, any new component/solution provided by Client or their designate and new component/solution provided by the Supplier.

IV. **Installation Acceptance Tests (IAT)**: IAT shall be conducted after each installation of each component/solution type, and deficiencies shall be rectified before the initiation of SAT. IAT may be witnessed by Client's representatives;

V. **Proof of Performance Testing (POP):** The Supplier shall implement a structured proof of performance testing, which will progressively place all components in service. Site tests shall be performed on individual components, subsystem sites, and the complete subsystems, as necessary to confirm that each element of the system functions satisfactorily and fulfils the requirements of this specification.

VI. **System Integration Testing (SIT):** The Supplier is responsible for the proper and harmonious operation of all subsystems installed under this Contract. Where connections of the new systems to existing subsystems or equipment supplied by others are required, the Supplier is responsible for connection of equipment specified in the Contract and for initial system integration tests. Such a test will verify the full functionality of each subsystem as they are interconnected. This will require testing to be coordinated by the Supplier with AIWTDS or their designate. This work will be carried out under the direction of AIWTDS or their designate.

VII. **Stress and Load Testing:** Comprehensive stress and load testing of all component/solution shall be conducted to demonstrate robustness and reliability of the system.

VIII. **Security Testing (including penetration and vulnerability test):** Security test shall be conducted to demonstrate security requirements at network layer and software applications. Components shall pass vulnerability and penetration testing for rollout of each phase. Components shall also pass web application security testing for portal, mobile app, and other systems. Security testing shall be carried out for exact same environment/architecture that shall be set up for go-live. Penetration test shall be carried out periodically, and vulnerability analysis shall be carried half-yearly during maintenance phase. For all applications hosted on-cloud or hosted on premises, the security testing shall be a mandatory requirement.

IX. **Pilot Test:** Requirements for Pilot Test is explained in the Pilot Deployment Section of the Scope of Work.

X. **System Acceptance Tests (SAT):** SAT shall be conducted after the entire system has been installed, integrated and commissioned. Deficiencies, if any shall be rectified before the initiation of Burn-in Test. SAT shall be conducted on full system completion only to determine if the system functional and technical requirements as specified in the bidding documents are met. SAT shall be witnessed by Client's representatives. Data migration, if any will be carried out by Supplier prior to commencement of this stage. SAT shall also include any performance and load testing for the software applications. SAT should include End to End (E2E) Testing which shall be conducted to certify the implementation of business processes in its entirety. E2E testing will cover all business flows and connectivity with all the interfacing systems. No mock setup will be used for integrations during the testing phase, since all the interfaces are expected to be available for validations.

XI. **Operational Acceptance Test:** Shall be conducted after successful SAT. Continuous fault free running of the System shall be tested. Post the completion of Operational Acceptance Test, System shall be considered for Operational System Acceptance and Defect Liability Period (DLP) shall commence.

In case of failure of any component, the component in question shall be repaired and the test shall be reconducted. If a component has been modified as a result of failure, that component shall be replaced in all like units and the test shall be reconducted for each unit.

Supplier shall provide written Test Results Documentation (TRD) within one week of completing each stage of testing. The TRD shall document the results of each ATP procedure and provide an updated Compliance Matrix that indicates which contract requirements have been demonstrated. The TRD must be approved before Client will grant System Acceptance.

4. Drawings

These Bidding Documents includes no drawings.

7. Inspections and Tests

The following inspections and tests shall be performed:

All materials, equipment, systems, manufacturing or configuration processes, or other items to be provided under the Contract shall be inspected and tested in accordance with the requirements specified in this document and will be subject to Client or its representative's approval. The testing shall include any existing civil infrastructure equipment or materials to be taken over by the Supplier. Approvals or passing of any inspection by AIWTDS shall not, however, prejudice the right of AIWTDS or its representative to reject the material if it does not comply with the specification or requirements of the RFP when erected or give complete satisfaction in service.

The Supplier shall design and successfully complete tests to demonstrate that all equipment, materials and systems furnished and installed function in the manner intended and in full compliance with the requirements outlined in the RFP and the approved detailed design of the Supplier.

All tests shall be subject to inspection or witnessing of tests by AIWTDS or its representative. Inspection or witnessing of tests may be waived at the sole discretion of AIWTDS or their representative, subject to the Supplier furnishing AIWTDS or their representative with properly completed test certificates in accordance with the requirements of the RFP. Failure of AIWTDS or their representative to witness any test shall not relieve the Supplier of the obligation to meet the requirements of the Contract.

Supplier shall submit an Acceptance Test Procedures document (ATP), for Client's approval prior to undertaking any testing. The ATP shall clearly address:

X. Type of testing and device to be tested;
XI. How each testable specification requirement will be demonstrated, including the test environment and set-up, specific functionality to be tested, method for performing the test and quality assurance procedures;
XII. The results that will constitute success for each test;
XIII. Timing of test within the overall Contract schedule;
XIV. The location for testing;
XV. Personnel required to conduct the test;
XVI. Approximate time required to execute the test or set of tests;
XVII. Responsibilities of both the Supplier and Client's representatives during each test; and

XVIII. A cross-reference to which Contract requirements from the Compliance Matrix (to be developed by the Supplier) are being addressed by each test procedure.

The ATP shall include an updated Compliance Matrix to include the test relevant stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that serve to address each contract requirement. The Compliance Matrix shall be used as a “punch list” to track which requirements have not yet been demonstrated at each stage of testing. A requirement classified as having been “demonstrated” during a certain ATP stage can be subsequently redefined as having been “not demonstrated” if compliance issues emerge prior to System Acceptance. ATP shall be submitted to Client at least three (3) weeks in advance of any intended testing.

All measuring instruments required to measure test parameters shall be calibrated by an approved testing authority. The equipment shall be inspected for standards of construction and electrical and mechanical safety.

Test results shall be recorded for all tests conducted under this Contract. The Supplier shall make test results available to Client or their designate for review immediately after completion of the tests.

ATP for each test shall be collated, bound and delivered as part of the close-out documentation requirements specified herein.

ATP submission shall include a hard copy of the originally marked test results and a neatly typed summary. Two (2) hard copies and one (1) electronic copy shall be provided.

ATP shall incorporate the following distinct stages for each deployed component/solution:

XII. **Prototype Acceptance Tests (PAT)**: Prototype Approval Test shall be conducted only on the customized component/solution for their design and compliance to functional specifications. PAT shall be completed before conducting FAT and only after approval of PAT by Client’s representative, the solution shall go in production. PAT shall be witnessed by Client’s representatives.

XIII. **Factory Acceptance Test (FAT) :** The supplier shall conduct a FAT on all major hardware and system components prior to dispatch to the project sites. The FAT shall be conducted at the Supplier’s or Original Equipment Manufacturers’ (OEM’s) facility, in the presence of authorized representatives from AIWTDS and/or its designated Project Management Consultant. All cost associated with the conduct of FAT should be borne by the supplier.

XIV. **Pre-Installation Testing (PIT):** All component/solution supplied under this Contract shall undergo pre-installation testing in accordance with the ATP. This shall include existing component/solution, any spare parts, any new component/solution provided by Client or their designate and new component/solution provided by the Supplier.

XV. **Installation Acceptance Tests (IAT)**: IAT shall be conducted after each installation of each component/solution type, and deficiencies shall be rectified before the initiation of SAT. IAT may be witnessed by Client's representatives;

XVI. **Proof of Performance Testing (POP):** The Supplier shall implement a structured proof of performance testing, which will progressively place all components in service. Site tests shall be performed on individual components, subsystem sites, and the complete subsystems, as necessary to confirm that each element of the system functions satisfactorily and fulfils the requirements of this specification.

XVII. **System Integration Testing (SIT):** The Supplier is responsible for the proper and harmonious operation of all subsystems installed under this Contract. Where connections of the new systems to existing subsystems or equipment supplied by others are required, the Supplier is responsible for connection of equipment specified in the Contract and for initial system integration tests. Such a test will verify the full functionality of each subsystem as they are interconnected. This will require testing to be coordinated by the Supplier with AIWTDS or their designate. This work will be carried out under the direction of AIWTDS or their designate.

XVIII. **Stress and Load Testing:** Comprehensive stress and load testing of all component/solution shall be conducted to demonstrate robustness and reliability of the system.

XIX. **Security Testing (including penetration and vulnerability test):** Security test shall be conducted to demonstrate security requirements at network layer and software applications. Components shall pass vulnerability and penetration testing for rollout of each phase. Components shall also pass web application security testing for portal, mobile app, and other systems. Security testing shall be carried out for exact same environment/architecture that shall be set up for go-live. Penetration test shall be carried out periodically, and vulnerability analysis shall be carried half-yearly during maintenance phase. For all applications hosted on-cloud or hosted on premises, the security testing shall be a mandatory requirement.

XX. **Pilot Test:** Requirements for Pilot Test is explained in the Pilot Deployment Section of the Scope of Work.

XXI. **System Acceptance Tests (SAT):** SAT shall be conducted after the entire system has been installed, integrated and commissioned. Deficiencies, if any shall be rectified before the initiation of Burn-in Test. SAT shall be conducted on full system completion only to determine if the system functional and technical requirements as specified in the bidding documents are met. SAT shall be witnessed by Client's representatives. Data migration, if any will be carried out by Supplier prior to commencement of this stage. SAT shall also include any performance and load testing for the software applications. SAT should include End to End (E2E) Testing which shall be conducted to certify the implementation of business processes in its entirety. E2E testing will cover all business flows and connectivity with all the interfacing systems. No mock setup will be used for integrations during the testing phase, since all the interfaces are expected to be available for validations.

XXII. **Operational Acceptance Test:** Shall be conducted after successful SAT. Continuous fault free running of the System shall be tested. Post the completion of Operational Acceptance Test, System shall be considered for Operational System Acceptance and Defect Liability Period (DLP) shall commence.

In case of failure of any component, the component in question shall be repaired and the test shall be reconducted. If a component has been modified as a result of failure, that component shall be replaced in all like units and the test shall be reconducted for each unit.

Supplier shall provide written Test Results Documentation (TRD) within one week of completing each stage of testing. The TRD shall document the results of each ATP procedure and provide an updated Compliance Matrix that indicates which contract requirements have been demonstrated. The TRD must be approved before Client will grant System Acceptance.

6.0 Proforma of Certificate for issue by the Purchaser after Successful Installation and Startup of the Supplied Goods

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

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

   (a) Contract No. ________________________dated_____________________

   (b) Description of the plant____

   (c) Plant Nos. ____

   (d) Quantity ____

   (e) Rail/Roadways Receipt No. _______________dated______________________

   (f) Name of the consignee ____

   (g) Date of startup and proving test _______________________________

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

S. No.	Description	Amount to be recovered

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

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

or

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

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature ___________________________

Name ______________________________

Designation with Stamp _______________

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

PART 3 - Contract

Section VIII - General Conditions of Contract

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1. Definitions

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

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

2. Contract Documents

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

3. Fraud and Corruption

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

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

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association	6.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
7. Eligibility	7.1	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	7.2	All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8. Notices	8.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC.**
	9.2	Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
	9.2	(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

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

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

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

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

16. Terms of Payment

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

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

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

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

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

17. Taxes and Duties

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

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

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

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

19. Copyright

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

20. Confidential Information

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

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

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

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

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

23. Packing and Documents

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

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation and Incidental Services

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

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

26. Inspections and Tests

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

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

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

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

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

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

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

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

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

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

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

29. Patent Indemnity

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

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

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

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

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

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

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

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

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

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Purchaser; or

(c) improves the quality, efficiency or sustainability of the Goods; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

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

34. Extensions of Time

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

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

35. Termination

35.1 Termination for Default

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

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

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

(iii) *if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.*

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

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) *to have any portion completed and delivered at the Contract terms and prices; and/or*

(ii) *to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.*

36. Assignment

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

37. Export Restriction

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

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[5] (ii) to be a nominated[6] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[7] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section IX - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: *India*
GCC 1.1(j)	The Purchaser is: *AIWTDS*
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: *Guwahati/Designated Riverine Ghats of Brahmaputra River.*
GCC 4.2 (a) (b)	The GCC Clause 4.2 (a) (b) is replaced with the following: The Incoterms edition is: "Incoterms 2010 – ICC Official Rules for the Interpretation of Trade Terms," published by the International Chamber of Commerce (ICC). For this procurement, the Purchaser permits the use of the following Incoterms, as specified in the BDS and Price Schedules: • DDP – Delivered Duty Paid • DAP – Delivered At Place • CIP – Carriage and Insurance Paid To • CIF – Cost, Insurance and Freight The chosen Incoterm for each item shall be clearly indicated by the Bidder in the relevant Price Schedule.
GCC 5.1	The language shall be English.
GCC 8.1	For **<u>notices</u>**, the Purchaser's address shall be: Attention: Shri N. Dhiraj Singha, Project Officer, AIWTDS. **Assam Inland Water Transport Development Society (AIWTDS)** is: **3rd Floor, Directorate of Inland Water Transport, Ulubari, Guwahati – 781007, Assam, India** Electronic mail address: *dir.iwtds-as@gov.in*
GCC 9.1	The governing law shall be the law of land.
GCC 10.2	The GCC Clause 10.2 is replaced with the following:

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The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:
The Purchaser and the Contractor shall resolve any dispute or difference arising out of or in connection with the Contract through the following mechanism:
(a) Amicable Settlement: Both Parties shall first attempt to resolve the dispute amicably through mutual consultation within a period of 30 days from the date the dispute is notified by either Party.
(b) Mediation: If the dispute cannot be settled amicably, the Parties shall attempt resolution through mediation. The mediation proceedings shall be held in Guwahati, India.
(c) Arbitration: If the dispute is still not resolved, it shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 2013 and amendments thereof.

The seat and venue of arbitration shall be Guwahati, Assam.
The jurisdiction for all matters arising under or related to the arbitration shall lie exclusively with the Gauhati High Court.

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<td>GCC 16.1</td>
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The following is added at the end of the GCC 16.1:
The Contract Price is Rs.______________________ which includes Contract Price (Supply) of Rs______________ and Contract Price (O &M) of Rs_________________inclusive of all taxes.
Supplier should complete all the activities within the defined timelines as indicated above. The timeline will be reviewed regularly during implementation phase and may be extended in case AIWTDS feels that extension in a particular Request Order/Integration or any track is imperative, for the reason beyond the control of the bidder. In all such cases AIWTDS’s decision shall be final and binding. Supplier will be eligible for the payment based on the completion of activities and approval of the relevant deliverables.
The proposed payment schedule for the project is indicated below:
<table>
<tr><th colspan="4">Boat communication device - Payment schedule</th></tr>
<tr><th>S. No.</th><th>Milestones</th><th>Timelines</th><th>Payment</th></tr>
<tr><td>1</td><td>Boat Communication Devices’ Delivery and installation</td><td>T + 90 Days</td><td>60% of Contract Price (Supply) of the total units delivered after successful</td></tr>
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<tr><td></td><td></td><td></td><td>inspection and certification on prorate basis</td></tr>
<tr><td>4</td><td>Commissioning of all boat communication devices and final Go Live (T1)</td><td>T + 90 Days</td><td>20% of the of Contract Price (Supply)</td></tr>
<tr><td>6</td><td>1 Month after successful completion of Project Final Go-Live (T1)</td><td>T1 + 1 Month</td><td>Balance 20% of the Contract Price (Supply), subject to satisfactory certifications by the competent authority of AIWTDS.</td></tr>
<tr><td>7</td><td>Project Operations & Maintenance phase for a period of 60 months (5 Years) from the date of Final Go Live (T1)</td><td>T1 + 60 Months</td><td>This will be paid in equal installments spread across ‘5’ years Post Final Go-Live (T1) on yearly basis</td></tr>
</table>
Note:

All payments to the Supplier shall be made upon submission of invoices along with necessary approval certificates from AIWTDS.
The above payments are subject to meeting of the schedule of delivery and installation failing which the appropriate deductions as mentioned in the Part 2 (Schedule of Requirements) of this RFP.
GSM devices’ rentals shall be borne by supplier till O&M period.
Payment shall be made after the quality check of the Boat Communication Devices’ attained; penalty shall be levied in case of any defects found.
Warranty (1Year) shall be separately invoiced.
O&M (5 Years) shall be separately invoiced.

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<tr><td>GCC 16.5</td><td> The GCC Clause 16.5 is replaced with the following: The Purchaser shall pay to the Supplier interest on any delayed payment at a rate of 2.5% simple interest per annum, but only for delays exceeding sixty (60) days after the due date of the scheduled payment milestone. </td></tr>
<tr><td>GCC 18.1</td><td> The GCC Clause 18.1 is replaced with the following: The Performance Security shall be denominated in INR and shall be for an amount equal to ten percent (10%) of the Contract Price (excluding any Recurrent Costs), comprising: </td></tr>
</table>

	(a) six percent (6%) towards performance, operation, and maintenance of the system; and *(b) four percent (4%) towards compliance with environmental and social management obligations.”*
GCC 27.1	The GCC Clause 27.1 is replaced with the following: Liquidated damages shall be assessed at the rate of 0.2% of the Contract Price for every three (3) days of delay, or part thereof. The maximum liquidated damages shall not exceed ten percent (10%) of the Contract Price, or the relevant part of the Contract Price if the liquidated damages apply to a Subsystem.
GCC 28.3	The GCC Clause 28.3 is replaced with the following: The Warranty Period (N) shall commence from the date of Operational Acceptance of the System or Subsystem and shall continue for a period of sixty (60) months.
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: *48 hours*.
GCC 35.1	The GCC Clause 35.1 is replaced with the following: In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts: 1. A. **Payments for Goods/Services satisfactorily accepted** by the Purchaser up to the effective date of termination, 2. **B. Reasonable demobilization costs**, if any, duly verified by the Purchaser. 3. C. Recover applicable **Liquidated Damages**, penalties, or any **additional costs incurred** in completing the remaining work, 4. D. Invoke **Performance Security/Bank Guarantees** to offset such recoveries. No payment shall be made for **anticipated profits** or **unexecuted work**. **Additional Clause under GCC 35: Exit Management Plan** **A. Under Contract Completion** 1. An Exit Management plan shall be furnished by Supplier in writing to the Client within 90 (ninety) days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in

	relation to the Contract as a whole and in relation to the Project Implementation, and Service Level monitoring. i. A detailed program of the transfer process that could be used in conjunction with a Replacement Supplier including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer. iii. Exit Management plan in case of normal termination of Contract period. iv. Exit Management plan in case of any eventuality due to which Project is terminated before the Contract period. v. Exit Management plan in case of termination of Supplier. 2. Exit Management plan shall at minimum adhere to the following: i. 3 (Three) months of the support to Replacement Supplier post termination of the Contract. ii. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Supplier / Client. iii. The Supplier shall be responsible for transferring all the knowledge regarding the Systems, technically and operationally to enable the new agency/ Client to carry out the requisite functions. iv. All latest operations & technical manuals, configuration files, software, licenses, as-built drawings etc. shall be handed over to Client at least 3(three) months before contract completion. v. Client shall release the performance security to the Supplier only after satisfactory Exit Management is achieved as part of the project and Supplier is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties. vi. Certificate of Acceptance from authorized representative of Replacement Supplier issued to existing Supplier on successful completion of handover and knowledge transfer.

	3. In the event of termination or expiry of the Contract, Project Implementation, or Service Level monitoring, both Bidder and Client shall comply with the Exit Management Plan. 4. During the exit management period, Supplier shall use its best efforts to deliver the services. **B. Under Termination** 1. After termination notice by the Client, the Supplier shall as soon as possible and within 90 days (of Termination Period) fully train Client's staff or any other agency designated by Client who is designated to take over the maintenance of the System. 2. The Supplier shall be responsible for continuing the maintenance as per the scope of the contract during the Termination period as per the SLA's in the Contract. 3. The Supplier shall be responsible for transferring all the knowledge regarding the Systems, technically and operationally to enable the new agency/ Client to carry out the requisite functions. 4. All latest operations & technical manuals, configuration files, software, licenses, as-built drawings etc. shall be handed over to Client within 1(one) day after termination notice. 5. Client shall release the requisite payments to the Supplier upon termination to the Supplier only after satisfactory Exit Management is achieved as part of the project and Supplier is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties.

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]

[*Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form*]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]
Contract price:	[*insert contract price of the successful Bid*]

2. Other Bidders ***[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]***

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: ____

Name: ____

Title/position: ____

Telephone: ____

Email: ____

Notification of Award - Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

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

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the bidding document.

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

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

(2) *[insert name of Supplier**]***, a corporation incorporated under the laws of *[insert: country of Supplier**]*** and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance

   (b) the Letter of Bid

   (c) the Addenda Nos._____ (if any)

   (d) Special Conditions of Contract

   (e) General Conditions of Contract

   (f) the Specification (including Schedule of Requirements and Technical Specifications)

   (g) the completed Schedules (including Price Schedules)

(h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

____

[signature(s)]

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

to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Supplier") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Supplier") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the ____ day of _____, 20 ____________________, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this __________________________ day of ___________________ 20 ___.

SIGNED ON ____________________ on behalf of ____________________________________

By ________________________________ in the capacity of _____________________________

In the presence of ____

SIGNED ON ____________________ on behalf of ____________________________________

By ________________________________ in the capacity of _____________________________

In the presence of ____

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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

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

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____
[signature(s)]

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

Annexure- A
Form of Bid-Securing Declaration

Date: ________________
RFB No.: ________________

To:
State Project Director,
Assam Inland Water Transport Development Society,
Ulubari, Guwahati, Assam.

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the entity that invited Bids for the period of time of 2 years starting on 01.06.2022, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB 49.

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

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _______

Title of the person signing the Bid ______________________
Signature of the person named above ______________________

Date signed ________________________________ day of ___________________, _____
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid