

NATIONAL INSTITUTE OF HYDROLOGY
(A Govt. of India Society under Ministry of Water Resources
River Development & Ganga Rejuvenation)
JALVIGYAN BHAWAN, ROORKEE – 247667
(UTTARAKHAND)

Invitation for Bids (IFB) through e-Procurement System

Ref No: RMOD/NNWP-P132739/IN-NIH-19896-GO-RFQ/2018

Date: 23-05-2018

National Institute of Hydrology having its HQs at Roorkee (Uttarakhand) has entered into a Memorandum of Understanding (MoU) with the Department of Land Resources, Ministry of Rural Development (GoI) on November 10th, 2016 for implementation of the World Bank assisted Neeranchal National Watershed Project (P132739) to provide support in the areas of hydrological assessment, development of Decision Support System (DSS-H) and capacity building in the identified watersheds of 9 Neeranchal Project States.

The Director, National Institute of Hydrology, Roorkee (Purchaser) now invites online bids through Central Public Procurement Portal (<https://eprocure.gov.in>) from eligible bidders for the supply and installation for “Procurement of Office Furniture and other Goods”.

Bidders, who are interested to submit bids, may visit <https://eprocure.gov.in> (Bids to be accepted through Central Public Procurement Portal only). The bid document is also available at our Website: www.nihroorkee.gov.in for information.

IFB Publish Date	23-05-2018 at 1300 Hours
Commencement of viewing & downloading bid document from https://eprocure.gov.in/eprocure/app	24-05-2018 at 1000 Hours
Last Date & Time of Bid submission	21-06-2018 up to 1100 Hours
Technical Bid Opening Date & Time	22-06-2018 at 1100 Hours

For any clarification, please communicate to the following:

Tel: +91-1332-249217, Fax: +91-1332-272123, 273976

Email: omkar.nihr@gov.in

PROCUREMENT OFFICER

Invitation for Bids (IFB) through e-Procurement System

Purchaser	Director, National Institute of Hydrology, Roorkee
Name of Bid	Procurement of Office Furniture and other Goods
Bid Ref No.	RMOD/NNWP-P132739/IN-NIH-19896-GO-RFQ/2018
Description, Qty & Technical specifications	Part B: Supply Requirements
Nature of Bidding	Single Envelop Bid containing both Technical and Financial Bid
Commencement of viewing and downloading bid document from https://eprocure.gov.in	24-05-2018 at 1000 Hours
Last Date & Time for submission	21-06-2018 up to 1100 Hours
Technical Bid Opening Date & Time	22-06-2018 at 1100 Hours
Eligibility Criteria	ITB Clause 4 & 5
Post-Qualification Criteria	ITB Clause 19
Bid preparation	For preparation of Bids refer Section IV: Bidding Forms, Section VI: Schedule of Requirements and ITB Clause 11
Bid Submission	<p>Bids to be submitted online through Central Public Procurement Portal only (https://eprocure.gov.in/eprocure/app).</p> <p>Bids submitted online in a single envelop form shall consist of following scanned documents at minimum:</p> <p>Packet 1: Scanned copy of duly filled and signed of Letter of Bid, Bidder Information Form, Covering Letter and Manufacturer Authorisation of Section IV: Bidding Forms.</p> <p>Packet 2: Scanned copy of duly filled and signed of Technical Specifications and Proforma for Performance Statement of Section VI: Schedule of Requirements.</p> <p>Packet 3: Scanned copy of duly filled and signed of Company's PAN and Income Tax clearance certificate, Registration details under GST, and other laws as may be applicable and clearance certificate and Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificate, etc. as per ITB clause 11.1 (ix)</p> <p>Packet 4: BoQ (Bill of Quantities)</p>
Bid Validity	90 days (ITB Clause 20)
Tender Fee	Rs. 590/- (Rupees Five Hundred Ninety only) (ITB 21.2)
Bid Security (EMD)	Rs. 25,000/- (Rupees Twenty Five Thousand only) (ITB 21.3)
Mode of Security Payment	<p>By Demand Draft in favour of "NATIONAL INSTITUTE OF HYDROLOGY", payable at Roorkee.</p> <p>Original Tender fee and Bid Security DD along with other documents</p>

	mentioned at ITB 11.2 should be submitted on or before 25-06-2018 in a Sealed Cover super-scribed Bid Ref No. RMOD/NNWP/IN-NIH-19896-GO-RFQ addressed to: PROCUREMENT OFFICER (NNWP) NATIONAL INSTITUTE OF HYDROLOGY JALVIGYAN BHAWAN ROORKEE – 247 667 (UTTARAKHAND)
Bid security (EMD) Validity	135 days (ITB Clause 21.6)
Performance Security	10% of the Contract Value in the event of placement of award of contract (ITB 44)
Payment Term	100% payment will be made after successful installation, commissioning and acceptance of the items at National Institute of Hydrology, Roorkee.
Delivery Period	45 days from the date of Purchase Order/ LOI / Signing of Contract.

Note:

- (1) In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.
- (2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID in the manner described under *Instructions to Bidders* (Section I of Bid Document) on or before the stipulated last date & time.
- (3) NIH is a Research Institute and exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Custom Duty under notification No. 51/96, dated 23.07.1996. Hence Excise Duty and Custom Duty, if any, should be quoted accordingly. NIH will provide the Excise and Customs Duties exemption certificate.
- (4) The Director, NIH reserves the right to cancel the tendering process any time without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the effected bidders.

PART A - BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**
 - 1.1 The Purchaser indicated **in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI: Schedule of Requirements. The name, reference and number of lots of this bid are specified **in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Government of India (hereinafter called “Borrower”) specified **in the BDS** has received financing (hereinafter called “funds”) from the International Development Association (hereinafter called “the Bank”) toward the cost of the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
 - 3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their sub-contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (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
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 3.1 (e)

below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- 4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified **in the BDS**.
- 4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall not be eligible to be awarded a contract.
- 4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser or Borrower or Sub-Borrower.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

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

B. Contents of Bidding Documents

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.
- PART A - Bidding Procedures**
Section I: Instructions to Bidders (ITB)
Section II: Bidding Data Sheet (BDS)
Section III: Evaluation and Qualification Criteria (EQC)
Section IV: Bidding Forms
Section V: Eligible Countries
- PART B: Supply Requirements**
Section VI: Schedule of Requirements
- PART C: Contract**
Section VII: General Conditions of Contract (GCC)
Section VIII: Special Conditions of Contract (SCC)
Section IX: Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7. Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall notify online the authority inviting the bid. The authority inviting the bid will respond to any request(s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the other bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the web page of the website www.nihroorkee.gov.in and <https://eprocure.gov.in> under “Latest Corrigendum” and email notification will be automatically sent to those bidders who have moved this tender to their “My Tenders” area. Any other system functionality will be **as specified in the BDS**.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be notified as Addendum/ Corrigendum in the e-procurement portal which shall be binding in all prospective bidders.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2. This shall be notified in the e-procurement portal.
- 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 English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in

which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following documents, scanned copies of which shall be uploaded on the e-procurement platform:
- (i) Bid Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (ii) Tender fee (if applicable) and Bid Security deposit details in accordance with ITB Clause 21, in the form as given in Section IV;
 - (iii) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (iv) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (v) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (vi) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (vii) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (viii) Manufacturers' authorization form in the prescribed Form as given in Section IV.
 - (ix) any other document **required in the BDS.**
- 11.2 The following documents shall be submitted by post/courier to the Purchaser for verification and scrutiny within **days as mentioned in BDS** after the last date of submission:
- (a) Original Letter of Bid as given in Section IV: Bidding Forms;
 - (b) Original Tender fee and Bid security instruments such as Letter of Credit/ Bank Guarantee/ Demand Draft/ Banker's (cashier's) Cheque;
 - (c) Original self attested affidavit vouching for the correctness of the information furnished and documents uploaded;

The Letter of Credit/ Bank Guarantee/ Demand Draft/ Banker's (Cashier's) cheque, etc. would be checked for their genuineness, adequacy with respect to amount, validity and acceptability.

The bids of only those bidders who have produced the originals as above for verification and review and found acceptable and those who have paid the stipulated bid processing fee and adequate bid security either by cash or acceptable instruments would be opened at the appointed time to be notified on the e-procurement portal.

- 11.3 In case of discrepancy between the uploaded documents and the originals, the original shall prevail.

12. Bid Submission Form and Price Schedules

- 12.1 The Bidder shall complete the Bid Submission Form using the form furnished in Section IV: Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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 Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 If any bidder quotes NIL or ZERO cost of any item or equipment, the bid shall be treated as non-responsive and will be rejected. In case of accessories with the item or equipment, the bidder either must quote accessories cost or must clarify that the cost is included with the item or equipment.
- 14.5 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.6 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

14.7 Prices shall be quoted as specified in the 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:**

- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) 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) GST 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 specified in the **BDS**.

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

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

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

Where the bidder has quoted taking into account such benefits, he must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with his bid in form at S. No. 8 of Section VI. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

14.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.9 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.5 provided the bids for all lots are submitted and opened at the same time.

15 Currencies of Bid

15.1 The Bidder shall quote in Indian Rupees only.

16 Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms.

17 Documents Establishing the Eligibility of the Goods and Related Services

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

18 Documents Establishing the

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods

Conformity of the Goods and Related Services

conform to the technical specifications and standards specified in Section VI: Schedule of Requirements.

- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19 Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) (i) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply, shall submit the Manufacturer's Authorization using the form included in Section IV: Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
- (b) that the Bidder meets each of the qualification criterion specified in Section III: Evaluation and Qualification Criteria.
- (c) Bids from Joint Ventures are not acceptable.

20 Period of Validity of Bids

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the **bid submission deadline date** prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as by the factor [*value of factor stated in BDS*] for each week or part of week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21 Bid Security

- 21.1 The Bidder shall furnish as part of its bid, the requisite tender fee (if applicable) and a Bid Security, if required, as **specified in the BDS**.
- 21.2 The requisite tender fee has to be paid in the method **as specified in the BDS**.
- 21.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in the Indian Rupees, and shall at the bidder's option, be in the form of either a certified cheque, demand draft, letter of credit, or a bank guarantee from a Nationalized/Scheduled Bank in India.
- 21.4 The bid security shall be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission.

- 21.5 The bid security shall be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked.
- 21.6 The bid security shall be submitted in its original form; copies will not be accepted. The bid security shall remain valid for a period of **45 days** beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2.
- 21.7 If a Bid Security is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
- 21.8 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.9 The Bid Security may be forfeited:
 - (a) if a Bidder
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, except as provided in ITB Sub-Clause 20.2;
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.10 If a bid security is **not required in the BDS**, and
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;the

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

22 Format and Signing of Bid

- 22.1 The digital signature shall be obtained by the bidder from the designated companies as given in the e-procurement portal and then get registered on the e-procurement portal. The bidder shall upload the bid along with all the requisite documents through e-procurement platform by using the digital signature. Any other system functionality shall be **as specified in the BDS**.
- 22.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23 Submission, Sealing and Marking of Bids

- 23.1 The bidders shall upload the bid through e-procurement platform, specified in the BDS. No other mode of submission is permitted.
- 23.2 Bid Form and other documents as detailed in Clause ITB Clause 11 shall be addressed to Purchaser before uploading. Only the originals of Power of Attorney, the bid security (if it is in the form of Bank Guarantee/DD/CC) and the Original affidavit vouching for the correctness of the information furnished and documents uploaded shall be delivered by post/courier to the address mentioned in BDS, within the time period, specified in BDS.
- 23.3 The bidder is solely responsible to ensure submission of the requisite documents within the stipulated period and the Purchaser will not be responsible for postal/courier delays.
 - (a) The envelope containing the original documents shall bear the Project Name, Invitation of Bid (IFB) title and number, bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.4 Bids submitted through any other means than e-procurement portal of Government of India (<https://eprocure.gov.in/eprocure/app>) shall be rejected as non-responsive.

24 Deadline for Submission / Uploading of Bids

- 24.1 Bids must be submitted by the Bidders no later than the date and time **Specified in the BDS** through the e-procurement platform. The e-procurement platform will not accept the bids after the stipulated date and time (as per the time of the e-procurement platform).
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The amendment/ notification shall be notified in the e-procurement platform.

- 25 Late Bids** 25.1 Bids cannot be uploaded by the Bidders after the deadline for submission / uploading of bids (as per the e-procurement server time) prescribed by the Purchaser pursuant to ITB Clause 24.
- 26 Withdrawal, Substitution, and Modification of Bids** 26.1 Bidders may cancel/modify their bids online before the deadline for submission of bids.
 26.2 For modification of bids, the bidder need not make any additional payment towards the cost of bidding process. For bid modification and consequential re-submission, the bidder is required to cancel his bid submitted earlier (only the financial bid is cancelled. All the uploaded documents would be there). The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In the e-procurement system, the modification of bid is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, however, **if the bid is withdrawn, the re-submission of the bid is not allowed.**
 26.3 No bid may be modified/ withdrawn online after the deadline for submission of bids.
 26.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 20.1 above or as extended pursuant to Clause 20.2 is not allowed in the e-procurement system. If a bidder does the same through any other medium, then it may result in the forfeiture of the bid security pursuant to Clause 21.9(a)(i).
- 27 Bid Opening** 27.1 The Purchaser will open all bids uploaded through e-procurement platform in the presence of the bidder's representatives who chose to attend **at the stipulated place, date and time as given in BDS.** The opening of bids could also be viewed by participating bidders online on the e-procurement system, in the bidder's dashboard. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
 The Bidders representatives who are present shall produce authorization letter and shall sign a register evidencing their attendance.
 27.2 The Bidders names, the sufficiency or otherwise of the bid security, the bid prices, discounts and alternative offers and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bids shall be rejected at the bid opening. Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.
 27.3 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum the name of the Bidder; the Bid Price per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. **A copy of the record shall be posted online.**

E. Evaluation and Comparison of Bids

- 28 Confidentiality** 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29 Clarification of Bids** 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that changes the substance of the Bidder price of the bid shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

30 Responsiveness of Bids	<p>30.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.</p> <p>30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>30.3 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.</p> <p>30.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
31 Nonconformities, Errors, and Omissions	<p>31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.</p> <p>31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>31.3 {Please describe system functionality of automatic correction of errors}.</p>
32 Preliminary Examination of Bids	<p>32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.</p> <p>32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the bid security may be forfeited.</p> <ul style="list-style-type: none"> (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1; (b) Price Schedules, in accordance with ITB Sub-Clause 14.2; (c) Bid Security in accordance with ITB Clause 21.
33 Examination of Terms and Conditions; Technical Evaluation	<p>33.1 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.</p> <p>33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.</p>
34 Conversion to Single Currency	Not used.
35 Domestic Preference	Not used.
36 Evaluation of Bids	36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive for each item separately. No bid will be

considered if the complete requirement as given in the Schedule of Requirement (**Section VI**) is not included in the Bid. The bidders are allowed the option to bid for any one or more items and to offer discounts for more than one item. These discounts will be taken into account in the evaluation of the bid so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding the award(s) for each item in terms of provisions of Clause 14.8 of ITB.

- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.5;
 - (c) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III: Evaluation and Qualification Criteria;
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in India or goods of foreign origin already located in India, GST and other similar taxes, if any, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III: Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3.
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III: Evaluation and Qualification Criteria.

37 Comparison of Bids

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

38 Post-qualification of the Bidder

- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

- 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40 Award Criteria

- 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41 Purchaser's Right to Vary

- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI:

Quantities at Time of Award	Schedule of Requirements, provided this does not exceed the percentages specified in the BDS , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
42 Notification of Award	42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
Publication of Award	42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
Recourse to unsuccessful Bidders	42.3 The Purchaser shall publish in a National website (https://eprocure.gov.in) the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
43 Signing of Contract	42.4 Upon the successful Bidder’s furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.8.
43 Signing of Contract	43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
44 Performance Security	43.2 Within twenty-one (21) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
44 Performance Security	44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX: Contract Forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.8.
44 Performance Security	44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II: Bidding Data Sheet

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: National Institute of Hydrology, Roorkee
ITB 1.1	The name and identification number of the Bid are: Ref No: RMOD/NNWP-P132739/IN-NIH-19896-GO-RFQ/2018
ITB 2.1	The Borrower is Government of India (GoI).
ITB 2.1	The name of the Project is: Neeranchal National Watershed Project (NNWP)
ITB 4.3	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: Omkar Singh, Scientist 'F' & Procurement Officer Address: NATIONAL INSTITUTE OF HYDROLOGY JALVIGYAN BHAWAN, ROORKEE 247667 Telephone: +91-1332-249217 Facsimile number: +91-1332-272123, 273976 Electronic mail address: omkar.nihr@gov.in
	C. Preparation of Bids
ITB 11.1(ix)	<ol style="list-style-type: none"> 1. The bidder shall clearly confirm that all facilities exist with him (or manufacturer, as applicable) in his factory for inspection and testing and these can be accessed by the Purchaser or his representative for inspection. 2. A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. 3. For purposes of the commentary to be furnished pursuant to Paragraph 3 above, the Bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. 4. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment. 5. Non-manufacturer bidders will submit the manufacturer's Authorization Form as per Proforma in Section IV. 6. The following documents shall also be provided by Indian Bidders: <ol style="list-style-type: none"> i. Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed. ii. Registration details of the company under GST, and other laws as may be applicable and clearance certificate. iii. Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificate etc. iv. The bidders from outside India shall provide the corresponding details of Income Tax

	<p>registration, Social Security Number, details regarding Registration under Value Added Tax or sale of goods (as may be applicable) etc.</p> <p>7. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last three years.</p>
ITB 11.2	The original documents along with required DD should be sent at the address mentioned on or before 25.06.2018 .
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.6	The Incoterms edition is Incoterm 2010 .
ITB 14.7 (a) (iii)	Final destination is National Institute of Hydrology, Roorkee .
ITB 14.8	The prices quoted by the Bidder shall not be adjustable.
ITB 18.3	N.A.
ITB 19.1 (A)	Manufacturer's authorization is required as per proforma in Section IV .
ITB 20.1	The bid validity period shall be 90 days after the bid submission deadline.
ITB 20.3	The factor will be 5.5% per annum .
ITB 21.1	Tender Fee and Bid Security (EMD) is required.
ITB 21.2	The amount of Tender Fee shall be: Rs. 590/- (Rupees Five Hundred Ninety only) .
ITB 21.3	The amount of the Bid Security (EMD) shall be: Rs. 25,000/- (Rupees Twenty Five Thousand only) .
ITB 22.1	All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.
ITB 23.1	<p>The bidding under this contract is electronic bid submission through CPP portal https://eprocure.gov.in/eprocure/app.</p> <p>Detailed guidelines for viewing bids and submission of online bids are given on the website. The perspective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC), for signing and encryption issued by the same Certifying Authority, in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the website https://eprocure.gov.in using the relevant option available.</p> <p>After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.</p> <p>The completed bid comprising of documents, should be uploaded on the website given above along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of bid security.</p>
	D. Submission and Opening of Bids
ITB 24.1	Last Date & Time of Bid submission is 21-06-2018 up to 1100 hours
ITB 27.1	The bid opening shall take place on 22.06.2018, 1100 hours at

	National Institute of Hydrology Jalvigyan Bhawan Roorkee 247667
	E. Evaluation and Comparison of Bids
ITB 36.3(a)	<p>Evaluation will be done for whole lot together.</p> <p>Bids will be evaluated for whole lot and a single Contract will be concluded with the successful bidder.</p>
ITB 36.3(c)	<p>The evaluation will take into account the following terms and conditions</p> <ul style="list-style-type: none"> (i) Minimum one year warranty for all components of the items. (ii) List of all free accessories provided with items. (iii) The supplier has to provide complete installation of all the items at NIH, Roorkee within the stipulated time after delivery. (iv) Supplier should be capable of providing services promptly within 72 hours at the premises of National Institute of Hydrology, Roorkee (Uttarakhand).
ITB 36.6	Bidders are allowed to quote for whole lot only and all items in lot will be evaluated together.
	F. Award of Contract
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 20%</p> <p>The maximum percentage by which quantities may be decreased is: 20%</p>

Section III: Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 36.3 (c))

The evaluation will take into account the following terms and conditions:

- (i) Minimum one year warranty for all components of the items.
- (ii) List of all free accessories provided with items.
- (iii) The supplier has to provide complete installation of all the items at NIH, Roorkee within the stipulated time after delivery.
- (iv) Supplier should be capable of providing services promptly within 72 hours at the premises of National Institute of Hydrology, Roorkee (Uttarakhand).

2. Multiple Contracts (ITB 36.6)

Not applicable.

3. Post-Qualification Requirements (ITB 38.2)

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

A) Manufacturer Bidders

(a) Financial Capability

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

The bidders, who are also the manufacturers, should have annual sales turnover of minimum for the following equipment are as follows:

Furniture items	INR 20,00,000
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(b) Experience and Technical Capacity

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

- (i) The bidder must have manufactured and supplied satisfactorily similar equipment of the type specified in each item of the Schedule of Requirements to the extent of at least 80% of the quantity indicated against each schedule under "Section – VI: Schedule of Requirements" in any one of the last three years (Prior to the year of bid opening) and should be in use satisfactorily with no adverse report for at least two years preceding the date of bid opening.
- (ii) The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given under Section-VI.
- (iii) Bidders shall invariably furnish documentary evidence (End User's Certificate) in support of the satisfactory operation of the goods as specified above.
- (iv) The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- (v) Further, bidder should be in continuous business of manufacturing/ supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 3 years prior to bid opening year.
- (vi) The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.
- (vii) Details of the legal status, place of registration and principal place of business of the company or firm or partnership, etc.
- (viii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years (Prior to the year of bid opening) and details of current contracts in hand and other commitments (suggested Proforma given in Section VI).

- (ix) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after the meeting all their current commitments.
- (x) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- (xi) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificate, etc.

B) Non- Manufacturer Bidders

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (A) above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and

- a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section IV] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and

The bidder, as authorized by the manufacturers, has supplied and provided after sales service to the extent of at least 80% of the quantities indicated against each item specified in the Schedule of Requirements in any one of the last three (3) years (Prior to the year of bid opening), which must be in satisfactory operation at least for one year on the date of bid opening.

- b) The bidder should have annual sales turnover of minimum for the following equipment are as shown below:

Furniture items	INR 20,00,000
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Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.

Note:

- a. The above post-qualification requirements are to be met by the bidder (in case of manufacturer bidders) and the bidder and the manufacturer respectively (in case of non-manufacturer bidders) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.
- b. For the purpose of furnishing documentary evidence to meet the post-qualification criteria, the bidder should furnish the following:
 - (i) The supply made to public sector/Government units in India, the bidder should submit a self attested affidavit confirming that the performance statement given is correct.
 - (ii) In case of supplies to private sector units, the bidder should submit a self attested affidavit confirming that the performance statement is correct along with copy of purchase order, copy of invoices, proof of payment received from Purchasers, documentary evidence (end-user certificate) in support of satisfactory completion of orders.

Section IV: Bidding Forms

Letter of Bid

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any sub-contractors or suppliers for any part of the contract, have nationality from eligible countries;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any sub-contractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (n) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, “Prevention of Corruption Act 1988.”

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

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

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

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

Note: To be completed and submitted /uploaded as a part of the bid.

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

1. Bidder's Legal Name *[insert Bidder's legal name]*

2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*

3. Bidder's Year of Registration: *[insert Bidder's year of registration]*

4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*

5. 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]*

6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.

Signature and Name of Bidder

Date:

Note: To be completed and submitted /uploaded as a part of the bid.

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated.]

Fill Prices in BoQ (Bill of Quantities) uploaded separately.

Validate	Print	Help	Item Wise BoQ	15					
Tender Inviting Authority: Director, National Institute of Hydrology, Roorkee									
Name of Work: Procurement of "Office Furniture and other Goods"									
Contract No: RMOD/NNWP/IN-NIH-19896-GO-RFQ									
Name of the Bidder / Bidding Firm / Company : 									
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes <small>col (13) = (4) x (7) in Rs. P</small>	TOTAL AMOUNT With Taxes <small>col (14) = sum (8) to (13) in Rs. P</small>	TOTAL AMOUNT In Words
1	2	3	4	5	7	9	13	14	15
1	Office Furniture and other Goods								
1.01	Cabin Table with Movable Pedestal Drawers	Item1	6.00	Nos			0.00	0.00	INR Zero Only
1.02	Chair I	Item2	34.00	Nos			0.00	0.00	INR Zero Only
1.03	Chair II	Item3	22.00	Nos			0.00	0.00	INR Zero Only
1.04	Almirah	Item4	10.00	Nos			0.00	0.00	INR Zero Only
1.05	Book rack	Item5	10.00	Nos			0.00	0.00	INR Zero Only
1.06	Sofa set (3+2+1) with Center Table	Item6	1.00	Nos			0.00	0.00	INR Zero Only
1.07	Modular Workstations	Item7	3.00	Nos			0.00	0.00	INR Zero Only
1.08	Conference Table	Item8	1.00	Nos			0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words							INR Zero Only		

Note: To be completed and submitted / uploaded as a part of the Bid.

COVERING LETTER: TENDER FEE & BID SECURITY

From: (Bidder)

.....
.....
.....

To

Procurement Officer
National Institute of Hydrology
Jalvigyan Bhawan,
Roorkee - 247 667
Uttarakhand

Sir,

We shall send/deposit **Tender fee** for an amount of **Rs 590/- (Five Hundred Ninety only)** & **Bid Security (EMD)** for an amount of **Rs 25,000/- (Twenty Five Thousand only)** alongwith other original documents within the time line mentioned at ITB Clause 11.2 in the form of a certified cheque, demand draft, letter of credit or a bank guarantee from a Nationalized/Scheduled Bank in India the details of which are as follows:

- (i) BG/CC/DD Number and date for Tender Fee:
- (ii) BG/CC/DD Number and date for Bid Security (EMD):
- (iii) Name & Branch of issuing Bank:

We agree that the Bid Security deposited by us as detailed above, may be forfeited by the Purchaser in accordance to ITB Clause 21.9.

Signature and Name of Bidder

Bid Ref No.:

Date:

Note: To be completed and submitted / uploaded as a part of 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 legally binding on the Manufacturer shall include it in its bid.]

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

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

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

Note: Specify items for which Manufacturer's authorization is required.

Note: To be completed and submitted / uploaded as a part of the bid.

Section V: Eligible Countries

Public Information Center

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

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

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time works, goods and services from the following countries are excluded from this bidding:¹

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

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

Note: This form is for the information of the bidder and is not to be Submitted / uploaded as a part of the bid.

¹ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, The World Bank.

PART B - SUPPLY REQUIREMENTS

Section VI: Schedule of Requirements

1. List of Goods and Delivery Schedule

Line Item No.	Description of Goods	Quantity	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date	
				Delivery period	Bid Security in Indian Rupees
1	Cabin Table with Movable Pedestal Drawers	6	NIH, Roorkee	Within 45 days after contract signing.	Rs. 25,000/- (Rupees Twenty Five Thousand only)
2	Chair I	34			
3	Chair II	22			
4	Almirah	10			
5	Book rack	10			
6	Sofa set (3+2+1) with Center Table	1			
7	Modular Workstations	3			
8	Conference Table	1			

Note: This form is for the information of the bidder and is not to be Submitted / uploaded as a part of the bid.

2. List of Related Services [ITB Clause 14.6(b)] and Completion Schedule

Service	Description of Service	Description of Item	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Assembly and installation to make item ready for use.	Cabin Table with Movable Pedestal Drawers	6	NIH, Roorkee	Within 5 working days of delivery of the items.
2	Assembly and installation to make item ready for use.	Chair I	34		
3	Assembly and installation to make item ready for use.	Chair II	22		
4	Assembly and installation to make item ready for use.	Almirah	10		
5	Assembly and installation to make item ready for use.	Book rack	10		
6	Assembly and installation to make item ready for use.	Sofa set (3+2+1) with Center Table	1		
7	Assembly and installation to make item ready for use.	Modular Workstations	3		
8	Assembly and installation to make item ready for use.	Conference Table	1		

Note: This form is for the information of the bidder and is not to be submitted / uploaded as a part of the bid.

3. Technical Specifications

Bid Ref No.

Sl No	Item	Specification	Complied Yes/ No	Comments, if any	Country of origin	Enclosed product brochure/ pamphlet etc. describing the item quoted (Yes/ No)
1	Cabin Table with Movable Pedestal Drawers	Table made of pre laminated MDF board with approximate dimensions L/W/H of 1200x600x750 mm				
		Table provided with movable pedestal drawers with approximate dimensions D/W/H of 400x400x650 mm				
		Pedestal with 3 drawers (2 drawers and 1 filing drawer) in each unit				
		Min. warranty of 1 year provided				
2	Chair I	Ergonomically designed revolving chair with midsize mesh backrest and approximate overall chair height of 800 mm				
		Seat made of polyurethane foam covered with mesh fabric				
		Fixed chair arms made of steel padded with polyurethane				
		Pedestal base with Twin Caster wheels for easy movement				
		Chair seat of approximate 450 mm height				
		Min. warranty of 1 year provided				
3	Chair II	Non-revolving visitor chairs with fixed arm				
		PU foam padded seat and backrest covered with mesh fabric				
		Approximate chair dimensions of 450x400x400 mm seat height, depth & width				
		Min. warranty of 1 year provided				
4	Almirah	Powder coated steel almirah made with MS sheet of suitable thickness				
		Each unit having double doors with suitable locking mechanism				
		Almirah with approximate dimensions L/W/D of 1800x900x450 mm				
		Min. warranty of 1 year provided				
5	Book rack	Powder coated steel book rack made with MS sheet of suitable thickness				
		Book rack of approximate dimensions L/W/D 1800x900x450 mm				
		Double doors with glass on front with suitable locking mechanism				
		Min. warranty of 1 year provided				
6	Sofa set (3+2+1) with Center Table	Ergonomically designed 3+2+1 seat sofa set				
		Fully upholstered metallic frame with leatherite material in suitable colour				
		Compatible center table made of either wood or steel with min. dimensions of 1200x600x450 mm				
		Min. warranty of 1 year provided				
7	Modular Workstations	Free standing modular workstations with four seat capacity in each unit				
		Approximate dimensions L/W/H of 2400x1200x750 mm of each unit with four seat capacity with 1200 mm overall height of workstation				
		Complete with all necessary fittings				
		Min. warranty of 1 year provided				
8	Conference Table	Conference Table for seating 16 persons simultaneously				
		Table made of pre laminated MDF board with necessary fittings				
		Approximate dimensions L/W/H of table are 4800x1200x750 mm				
		Min. warranty of 1 year provided				

Note: To be completed and submitted / uploaded as a part of the Bid.

4. Drawings

These Bidding Documents includes [*“no”*] drawings.

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

5. Inspections and Tests

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase order form and shall be in line with the inspection/ test procedures laid down in the technical specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of items. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The purchaser will accept the items after completion of the installation and commissioning at the site of the installation.
- (ii) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option.
- (iii) In the event of any item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the item replaced by the supplier at no extra cost to the purchaser.

2. Manuals/ Brochures

- (i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply related manuals/ brochures of the items supplied. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair the items.
- (ii) The provided literature shall be in the ruling language (English/Hindi) and in such form and numbers as stated in the contract.

3. Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables, etc, and after the purchaser is satisfied with the installation of the item, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful installation of the items.

**6. 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 start up contracts only]

Deleted

7. Proforma for Performance Statement

[Please see ITB Clause 38.2 and Section III-
Evaluation and Qualification Criteria]

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

Bid Ref No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

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

Signature and seal of the Bidder _____

Note: This form is to be completed and submitted / uploaded along with the supporting document if any.

8. Declaration for Claiming Excise Duty Exemption (Name of the Project)

Bid Ref 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.

(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, if 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 item. The figures indicated should tally with what is given in the price schedule.*

Note: This Form needs to be completed and submitted / uploaded along with supporting document if any.

PART C – CONTRACT

Section VII: General Conditions of Contract

1. Definitions

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

- (a) “Bank” means the World Bank and refers to the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” mean the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is India.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in **the SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in **the SCC**.

2. Contract Documents

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

3. Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days’ notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1.
- (a) For the purposes of this Sub-Clause:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (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
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].
- 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 **Incoterms**
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
 - (b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 **Entire Agreement**
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 **Amendment**
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 **Non-waiver**
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - (b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.6 **Severability**
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

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

6. Deleted

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier’s attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract.
- 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 payments shall be made in Indian Rupees to the Supplier under this Contract.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

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

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in 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.
- 18.5 In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

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—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

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

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 Thirty-Six (36) 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.
- 28.7 Added clauses
- 28.7.1 Free maintenance services shall be provided by the supplier during the period of warranty.
- 28.7.2 The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram/fax is made or letter is written) shall not exceed 72 hours.
- 28.7.3 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.100/- per day per item. The amount of penalty will be recovered from bank guarantee during warranty period.

29. Patent Indemnity

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

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses

of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

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

31. Change in Laws and Regulations

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

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 35.2 Termination for Insolvency.
- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 35.3 Termination for Convenience.
- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Additional clauses

37.1 Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

37.2 Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

37.3 Site Preparation and Installation:

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the supplier. The Purchaser will designate the installations sites before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

37.4 Hardware Installation:

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

37.5 Hardware Maintenance:

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware put are without defect or interruption for at least 95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 72 hours of being notified of equipment malfunction.

Section VIII: 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(j)	The Purchaser is: Director National Institute of Hydrology Jalvigyan Bhawan Roorkee – 247667
GCC 1.1 (o)	The project Site/ Final Destination is “ National Institute of Hydrology, Roorkee ”
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2010 .
GCC 8.1	For Notices, the Purchaser’s address shall be: Attention: Omkar Singh, Scientist ‘F’ & Procurement Officer Address : NATIONAL INSTITUTE OF HYDROLOGY JALVIGYAN BHAWAN ROORKEE - 247 667 (UTTARAKHAND) PHONE : +91-1332-249217 FAX : +91-1332-272123, 273976 E-mail: omkar.nihr@gov.in Website: www.nihroorkee.gov.in
GCC 10.2	<p>Settlement of Disputes The dispute settlement mechanism to be applied shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman of the institution of Engineers (India), Dehradun.</p> <p>(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman of the Institution of Engineers (India), Dehradun.</p> <p>(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Institution of Engineers (India), Dehradun both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Chairman of the Institution of Engineers (India), Dehradun, making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration proceedings shall be held at Dehradun, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation,</p>

	<p>presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Chairman of the Institution of Engineers (India), Dehradun.</p> <p>(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p>
GCC 12.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified in the <i>Schedule of Requirement</i> .
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <p>(i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</p> <p>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;</p> <p>(iii) Three Copies of packing list identifying contents of each package;</p> <p>(iv) Insurance certificate;</p> <p>(v) Manufacturer's/ Supplier's warranty certificate; and</p> <p>(vi) Inspection certificate issued by the nominated inspection agency, and/ or the Supplier's factory inspection report;</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.
GCC 16.1	<p>Payment shall be made in Indian Rupees in the following manner:</p> <p>100% payment shall be paid within thirty (30) days after delivery, installation and Final Acceptance of the items by Purchaser.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is 8% per annum.</p>
GCC 17	In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.8 of Section VI. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.
GCC 18.1	<p>Within twenty one (21) days of Notification of Award, the supplier shall furnish Performance Security to the Purchaser shall be for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
GCC 18.3	If required, the Performance Security shall be in the form of an unconditional "Bank Guarantee" or "a cashier's cheque or banker's certified cheque or crossed demand draft or pay order" drawn in favour of the Purchaser.

GCC 18.4	Discharge of the performance Security shall take place not later than twenty eight (28) days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
GCC 23.2	<u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. Suppliers should use recycled materials as much as possible for packing
GCC 24.1	The insurance shall be paid in an amount equal to 110 % of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be as detailed in Para 5 of Section VI-Schedule of Requirement: The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's works and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items are conforms to the laid down specification. The Purchaser or its representative may inspect and /or test any or all the items to confirm their conformity to the contract specification, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification. If the items are failed to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective parts of the each to the satisfaction of the purchaser/ consignee.
GCC 26.2	The Inspections and tests shall be conducted at: National Institute of Hydrology, Roorkee
GCC 27.1	The liquidated damage shall be 0.5% of contract price of delayed Goods or Services per week or part thereof. The maximum amount of liquidated damages shall be 10% of the contract price excluding cost of AMC.
GCC 28.3	The minimum warranty period shall be one years from the date of final acceptance.
GCC 28.5	The period for repair or replacement shall be seven (7) days.
GCC 28.6	The period shall be fourteen (14) days.
GCC 31.1	This clause will apply only to variations in Excise duty/ GST/ Octroi, etc. payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.

Section IX: Contract Forms

1. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

Note: This form is for information of the bidder. It is not to be completed and submitted / uploaded as a part of the bid.

2. PERFORMANCE SECURITY

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date.

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

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

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

³ Dates established in accordance with Clause 13.1 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 28.3 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Note: This form is for information of the bidder. It is not to be completed and submitted / uploaded as a part of the bid.