

Office of the Superintending Engineer, Groundwater Circle, PWD,
Taramani, Chennai-600113.

Telephones: 91-44-22541591 Fax: 044-22541106 Email: gwcchn@gmail.com

NATIONAL COMPETITIVE BIDDING

“Supply, installation, testing, commissioning, training and maintenance of Automatic Barrage Operation of Durgapur Barrage”	
BID REFERENCE	: TNHP-II / 1/2011-12
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 05.03.2012
LAST DATE FOR SALE OF BIDDING DOCUMENT	: 09.04.2012 upto 17.30 hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 10.04.2012 upto 15.00 hrs
TIME AND DATE OF OPENING OF BIDS	: 10.04.2012 at 15.30 hrs
PLACE OF OPENING OF BIDS	: Office of the Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113.
ADDRESS FOR COMMUNICATION	: Office of the Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113. Fax: 91-44- 22541368 Email: gwcchn@gmail.com

SECTION I:
INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

“Supply, installation, testing, commissioning, training and maintenance of Automatic Barrage Operation of Durgapur Barrage”

SECTION I. INVITATION FOR BIDS (IFB)

Date :05-03-2012.
Loan No. :IBRD Loan 4749 (IN)
IFB No. :TNHP-II / 1/2011-12

- 1) The Government of India has received a loan (*Loan 4749-IN*) from the International Bank for Reconstruction and Development in various currencies towards the cost of *Hydrology Project-II* and it is intended that part of the proceeds of this Loan will be applied to eligible payments under the Contracts for which this Invitation for Bids is issued.
- 2) The Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113 (Purchaser) now invites sealed Bids from eligible Bidders for the “Supply, installation, testing, commissioning, training and maintenance of **Automatic Barrage Operation of Durgapur Barrage**”
- 3) Interested eligible Bidders may obtain further information from and inspect the Bid Document at the office of *the Superintending Engineer, Groundwater Circle PWD, PWD Campus, Taramani, Chennai-600113.*
- 4) A complete set of **Bid Document** may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft/Cashier's cheque/Certified cheque in favour of *Executive Engineer, Gauging Division, Taramani, Chennai-600113, payable at Chennai.*
- 5) The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods.
- 6) The Bid Document may be obtained from *the office of Superintending Engineer, PWD, PWD Campus Taramani, and Chennai-600113* during office hours namely, from **11.00** hrs to **17.30** hrs, on all Working Days either in person or by post. For the bidders who prefer to purchase the Bid Document by post, the Bid Document will be sent by Registered Post. The Purchaser is not responsible for any postal delay or loss in obtaining the Bid Document by post.
 - a Price of Bid Document (non-refundable) Rs.-/- (Separate DD)
 - b Vat 4% on Bid Document price (non-refundable) Rs.-/- (Separate DD)

c	Postal charges, inland	Rs. 250/-
d	Postal charges, overseas	Rs. 1000/-
e	Date of commencement of sale of Bid Document	05.03.2012
f	Date of Pre bid meeting	19-03-2012 at 11.00 hrs.
g	Last date for sale of Bid Document	09.04.2012 upto 17.30 hrs.
h	Last date and time for receipt of Bids	10.04.2012 upto 15.00 hrs.
i	Time and date of opening of Bids	10.04.2012 at 15.30 hrs
j	Place of Pre bid meeting	Office of the Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113.
k	Place of opening of Bids	Office of the Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113.
l	Address for communication	Office of the Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113.

7. The Bid document may be downloaded free of cost from the websites, "www.tenders.tn.gov.in" and "www.tenders.gov.in"
8. All Bids must be accompanied by a Bid Security as specified in the bid document and must be delivered to the above office at the date and time indicated above in person or through the representative duly authorized by the Bidder or by registered post. The Purchaser is not responsible for any postal delay or loss in receiving the bid document by post within the prescribed date and time.
9. Bids will be opened in the presence of Bidders / Bidder's representatives who choose to attend on the specified date and time of Bid opening.
10. In the event of the date specified for Bid receipt and opening being declared as a closed holiday for Purchaser's office, the due date for submission of Bids and opening of Bids will be the following Working Day at the same appointed hours.

IFB No.	Name of work	Estimate Cost (Rs.)	Bid security (Rs.)	Cost of document (Rs.)	Period of completion of supply
1	2	3	4	5	6
TNHP-II/1 /2011-12	“Supply, installation, testing, commissioning, training and maintenance of Automatic Barrage Operation of Durgapur Barrage”		+ (VAT)	90 days following the date of signing the Contract.

SECTION II:
INSTRUCTIONS TO BIDDER(ITB)

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

TABLE OF CLAUSES

Clause No	Topic Number	Page No	Clause No	Topic Number	Page No
	A. Introduction				
1	Source of Funds	8	21	Modification and withdrawal of Bids	17
2	Eligible Bidders	8		E. Opening and Evaluation of Bids	
3	Eligible Goods and Services	8	22	Opening of Bids by the Purchaser	17
4	Cost of Bidding	9	23	Clarification of Bids	18
	B. Bidding Documents		24	Preliminary Examination	18
	Evaluation of Bids		25	Conversion to Single Currency	19
5	Contents of Bidding Documents	9	26	Evaluation and Comparison of Bids	19
6	Clarification of Bidding Documents	9	27	Domestic Preference	20
7	Amendment of Bidding Documents	10	28	Contacting the Purchaser	21
	C. Preparation of Bids			F. Award of Contract	
8	Language of Bid	10	29	Post-qualification	21
9	Documents Comprising the Bid	11	30	Award Criteria	21
10	Bid Form	11	31	Purchaser's Right to Vary Quantities	21
11	Bid Prices	11	32	Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	22
12	Bid Currencies	12	33	Notification of Award	22
13	Documents Establishing Bidder's Eligibility and Qualifications	12	34	Signing of Contract	22
14	Documents Establishing Goods Eligibility and Conformity to Bid Documents	13	35	Performance Security	22
15	Bid Security	14	36	Corrupt or Fraudulent Practices	22
16	Period of Validity of Bids	15			
17	Format and Signing of Bid	15			
	D. Submission of Bids				
18	Sealing and Marking of Bids	16			
19	Deadline for Submission of Bids	16			
20	Late Bids	16			

A. Introduction

1. Source of Funds

- 1.1 The Government of India has received Loan from the International Bank for Reconstruction and Development (hereinafter called Bank) in various currencies equivalent to US Dollars 105.0 million towards the cost of the Hydrology Project-II and intends to apply part of the proceeds of this Loan to eligible payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, May 2004, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, 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 this Invitation of Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

- 3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement* and all expenditures made under the Contract will be limited to such goods and services.

- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and *The Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113, India*, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The Goods required, bidding procedures and contract terms are prescribed in the **Bid Document**. In addition to the Invitation for Bids, the bidding documents include:
- a) Instruction to Bidders (ITB);
 - b) General Conditions of Contract (GCC);
 - c) Special Conditions of Contract (SCC);
 - d) Schedule of Requirements;
 - e) Technical Specifications;
 - f) Qualification Criteria;
 - g) Bid Form and Price Schedules;
 - h) Bid Security Form;
 - i) Contract Form;
 - j) Performance Security Form;
 - k) Performance Statement Form;
 - l) Manufacturer's Authorization Form;
 - m) **Capability Statement Form;**
 - n) Service Support Details Form;
 - o) Equipment and Quality Control Form.
 - p) Map of sites

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the original deadline for submission of Bids prescribed by the Purchaser, or 7 days prior to the date of Pre-bid meeting whichever is earlier. This cut-off date for receipt of written clarifications by the Purchaser will not be extended even if the Bid submission date is extended later. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding documents. The same will also be published in the web-sites, "www.tenders.tn.gov.in" and "www.tenders.gov.in"

6.2 Pre-bid meeting:

6.2.1 The Bidder or its official representative is invited to attend a pre-bid meeting which will take place in the venue, date and time specified in the Section-I : Invitation For Bids (IFB).

6.2.2 The purpose of the Pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.2.3 The Bidder is requested to submit any questions in writing or by cable to reach the Purchaser not later than one week before the meeting.

6.2.4 Minutes of the Pre-bid meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. **The same will also be published in the web-sites, "www.tenders.tn.gov.in" and "www.tenders.gov.in".** Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

6.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 All prospective Bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or **in the web-sites,"www.tenders.tn.gov.in" and "www.tenders.gov.in"** and it will be binding on the Bidders.
- 7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser, at its discretion, may extend the deadline for the submission of Bids.

C. Preparation of Bids

8. Language of Bid

8.1 The Bid prepared by the Bidder, 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 furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;
 - (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract if its Bid is accepted;
 - (c) Documentary evidence established in accordance with ITB Clause 14 that the Goods and ancillary Services to be supplied by the Bidder are eligible Goods and Services and conform to the bidding documents; and
 - (d) Bid Security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the Goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the Bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of Goods and Services specified under each schedule on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.
- 11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
 - (iii) deleted.
 - (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract including the price of annual maintenance services for 3 years after expiry of 2 years of warranty as indicated in Clause 8 of the Special Conditions of Contract.

- 11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to Contract on any of the terms offered.
- 11.4 Fixed Price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

- 12.1 Prices shall be quoted in Indian Rupees.

13. Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.
- 13.2 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 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply Goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the Goods' Manufacturer or producer to supply the Goods in India.

[Note: Supplies for any particular item in each schedule of the Bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the Bid will be treated as non-responsive.]

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all Bids submitted shall include the following information:
- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

- (ii) Details of experience and past performance of the Bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI);

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the bidding documents of all Goods and Services which the Bidder proposes to supply under the Contract.
- 14.2 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.
- 14.3 The documentary evidence of conformity of the Goods and Services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
 - a) A detailed description of the essential technical and performance characteristics of the Goods ;
 - b) 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 for a period of six years, following commencement of the use of the Goods by the Purchaser; and
 - c) an item-by-item 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.
 - d) a confirmation that, if the Bidder offers system and/or other software manufactured by another company, such software operates effectively on the system offered by the Bidder; and the Bidder is willing to accept responsibility for it's successful operations; and
 - e) a confirmation that the Bidder is either the owner of the intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser and/or the World Bank may take.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, 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.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a Bid Security in the amount as specified in Section-V - Schedule of Requirements.

15.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The Bid Security shall be denominated in Indian Rupees and shall:

- (a) at the Bidder's option, be in the form of either a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India;
- (b) be substantially in accordance with one of the form of Bid Security included in Section-VIII or other form approved by the Purchaser prior to Bid submission;
- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
- (d) be submitted in its original form; copies will not be accepted; and
- (e) remain valid for a period of 45days beyond the original validity period of Bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.

15.4 Any Bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful Bidder's Bid Securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.

15.6 The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the Performance Security, pursuant to ITB Clause 35.

15.7 The Bid Security may be forfeited:

- (a) if a Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
- (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 34; or
 - (ii) to furnish Performance Security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for *90 days* after the deadline for submission of Bids prescribed by the Purchaser, pursuant to ITB Clause 19. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2.1 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The Bid Security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid, except as provided in ITB Clause 16.3 hereinafter.

16.3 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the Contract Price, if the Bidder is selected for award shall be the Bid Price corrected as follows :

At the written request of the successful Bidder, the Bid Price shall be increased by *0.1346%* for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful Bidder. This increase will be effected on each line item of the Price Schedule under Section VII : Bid Form and the Contract Form under Section IX: Contract Form.

16.4 Bid evaluation will be based on the Bid Prices without taking into consideration the above corrections.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the "Original Bid" shall govern.
- 17.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid shall be initialed by the person or persons signing the Bid.
- 17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the Bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the Contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the Bid in separate inner envelopes; duly marking the envelopes as "Original Bid" and "Copy Bid", as appropriate. The Bidder shall then place all the inner envelopes in an outer envelope.
- 18.2 **The inner and outer envelopes shall:**
 - (a) be addressed to the Purchaser at the following address:

Office of the Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113.
 - (b) bear the Project Name, the Invitation for Bids (IFB) title and number, and a statement "**Do not open before 15.30 hours on 10-04-2012**". This time and date shall be as specified in Section-1: Invitation for Bids (IFB) or as may be extended by the Purchaser.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.
- 18.5 Telex, cable or facsimile Bids will be rejected.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in Section-1: Invitation for Bids (IFB). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the **same** appointed **hours** on the next Working Day.

19.2 The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of Bids.

21.3 No Bid may be modified subsequent to the deadline for submission of Bids.

21.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security, pursuant to ITB Clause 15.7.

E. Bid Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all Bids, in the presence of Bidders or Bidders' official representatives who choose to attend, **at 15.30 hours on 10.04.2012** and in the following location:

Office of the Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113.

This time and date shall be as specified in Section-1: Invitation for Bids (IFB) or as may be extended by the Purchaser. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the same appointed hour and location on the next Working Day.

- 22.2 The Bidders' names, Bid modifications or withdrawals, Bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the bid opening. No Bid shall be rejected at bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Purchaser will prepare Minutes of the Bid Opening.

23. Clarification of Bids

- 23.1 During evaluation of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.

24. Preliminary Examination

- 24.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
 - 24.1.1 Where the Bidder has quoted for more than one schedule, if the Bid Security furnished is inadequate for all the schedules, the Purchaser shall take the Price Bid into account only to the extent the Bid is secured. For this purpose, the extent to which the Bid is secured shall be determined by evaluating the requirement of Bid Security to be furnished for the schedule included in the Bid (offer) in the serial order of the Schedule of Requirements of the Bid Document.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be

corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected and its Bid Security may be forfeited.

24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each Bid to the Bid Document. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) 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.

24.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Deleted

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. No Bid will be considered if the complete requirements covered in the schedule is not included in the Bid. However, as stated in Para 11, Bidders are allowed the option to Bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the Bids so as to determine the Bid or combination of Bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

26.2 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, sales and other similar taxes, 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.

26.3 Deleted.

26.4 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid Price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:

- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) delivery schedule offered in the Bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts and service;
- (e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the Bid;
- (f) the projected operating and maintenance costs during the life of the equipment; and
- (g) the performance and productivity of the equipment offered.

26.5 Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied:

- (a) *Inland Transportation, Insurance and Incidentals:*
 - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).
The above costs will be added to the Bid Price.
- (b) *Delivery Schedule:*
 - (i) The Purchaser requires that the Goods under the Invitation for Bids (IFB) shall be delivered at the time specified in the Schedule of Requirements.
- (c) *Deviation in Payment Schedule:*

The Special Conditions of Contract (SCC) stipulate the payment schedule offered by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved

in the terms outlined in the Bid as compared to those stipulated in this invitation, at a rate of 12% percent per annum.

- (d) *Cost of Spare Parts: Deleted*
- (e) *Spare Parts and After Sales Service Facilities in India:*
The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the BidDocument, if quoted separately, shall be added to the BidPrice.
- (f) *Operating and Maintenance Costs during AMC: The cost of 5 years annual maintenance service charge after the warranty period will be added to Bid Price for each schedule after discounting to the net present values at a discount rate of 8 percent*
- (g) *Performance and Productivity of the Equipment.*
Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive.

27. Deleted.

28. Contacting the Purchaser

- 28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on Bid evaluation, Bid comparison or Contract award may result in rejection of its Bid.

F. Award of Contract

29. Post qualification

- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the Contract satisfactorily.
- 29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Purchaser will proceed to the next lowest evaluated Bid to make

a similar determination of that Bidder's capabilities to perform the Contract satisfactorily.

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. Purchaser's right to vary Quantities

31.1 The Purchaser reserves the right, at the time of Contract award and/or during the Warranty period to increase upto 25% in one lot or at the time of Contract award decrease upto 10% in one lot, the quantity of Goods and Services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. If such percentage increase or decrease is in decimals, the increase or decrease in quantities may be rounded off to the next whole number irrespective of the order of decimal.

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

32.1 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 the affected Bidder or Bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of Bid Validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its Bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of Performance Security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its Bid Security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its written request to the Purchaser, within 10 days of such notification pursuant to ITB Clause 33.3. The Purchaser will promptly respond in writing to the unsuccessful Bidder, within 30 days. The Purchaser is not liable to reply the unsuccessful Bidder's queries made after this 7 days limit.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful Bidder that its Bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties.

34.2 Within 21 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

35. Performance Security

35.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid Document or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids at its discretion.

36 Corrupt or Fraudulent Practices

36.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

¹In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

²"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

- (ii) "fraudulent practice"³ 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"⁴ 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"⁵ 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 37.1(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 remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, 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

³ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

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

⁵a "party" refers to a participant in the procurement process or contract execution.

(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, contractors and consultants 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.

36.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 24.1 (c) of the General Conditions of Contract.”

SECTION III:
GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

Clause No	Topic Number	Page No
1	Definitions	28
2	Application	28
3	Country of Origin	29
4	Standards	29
5	Use of Contract Documents and Information	29
6	Patent Rights	29
7	Performance Security	30
8	Inspection and Tests	30
9	Packing	31
10	Delivery and Documents	31
11	Insurance	31
12	Transportation	31
13	Incidental Services	31
14	Spare Parts	32
15	Warranty	32
16	Payment	33
17	Prices	33
18	Change Orders	33
19	Contract Amendments	34
20	Assignment	34

Clause No	Topic Number	Page No
21	Subcontracts	34
22	Delays in Supplier's Performance	34
23	Liquidated Damages	35
24	Termination for Default	35
25	Force Majeure	36
26	Termination for Insolvency	36
27	Termination for Convenience	36
28	Settlement of Disputes	37
29	Limitation of Liability	37
30	Governing Language	37
31	Applicable Law	38
32	Notices	38
33	Taxes and Duties	38
34	Fraud and Corruption	38
35	Inspections and Audit by the Bank	39

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "**Contract**" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "**Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "**Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "**Services**" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e) "**GCC**" means the General Conditions of Contract contained in this section.
- f) "**SCC**" means the Special Conditions of Contract.
- g) "**Purchaser**" means the organization purchasing the Goods, as named in **SCC**.
- h) "**Purchaser's country**" is the country named in **SCC**.
- i) "**Bid Document**" means the complete set of documents which the Purchaser issues and requires the Bidder to offer the Bidder's proposal for the Contract.
- j) "**Bidder(s)**" means the individual(s) or firm(s) bidding for the supply of the Goods and Services.
- k) "**Bid(s)**" means the completed Bid Document(s) submitted by a Bidder(s) to the Purchaser.
- l) "**Bid Price**" means the total price offered by a Bidder in its Bid for providing the Goods and Services.
- m) "**Supplier**" means the individual or firm supplying the Goods and Services under this Contract.
- n) "**World Bank**" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- o) "**Project Site**", where applicable, means the place or places named in **SCC**.
- p) "**Day**" means calendar day.
- q) "**Working Day(s)**" means the day(s) of conduct of business of the office of the Purchaser.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in **SCC**.

3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

- 7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security in the amount specified in **SCC**.
- 7.2 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.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms, unless specified otherwise in **SCC**.:
 - (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check, certified check, or demand draft.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in **SCC**.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit 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.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in **SCC** and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in **SCC**.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in **SCC**.

12. Transportation

12.1 Deleted.

12.2 Deleted.

- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project Site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12.4 Deleted

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

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

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

14. Spare Parts

14.1 As specified in the **SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final

destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the **SCC**.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Purchaser may proceed to take 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.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC**.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of 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 the invoice or claim by the Supplier and acceptance by the Purchaser.

16.4 Payment shall be made in Indian Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and 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 **SCC** or in the Purchaser's request for Bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, 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 shipping or packing;

- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

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

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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 with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **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 SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, 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.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions 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.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1 The Purchaser, by written 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.

27.2 The Goods that are complete and ready for shipment within 30 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:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 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.

28.2 If, after thirty (30) 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.

28.2.1 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.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 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.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (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.

30. Governing Language

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in **SCC**.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

33.1 Deleted.

33.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Fraud and Corruption

34.1 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 Contract, and the provisions of Clause 24 shall apply as if such termination had been made under Sub-Clause 24.1.

(a) For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁶ 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”⁷ 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”⁸ 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”⁹ 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

⁶ “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁸ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ a “party” refers to a participant in the procurement process or contract execution.

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 35 [Inspections and Audits by the Bank].

34.2 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.

35. Inspections and Audit by the Bank

35.1 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 34, 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 35.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

SECTION IV:
SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Item No.	GCC Clause	Topic	Page Number
1	1	Definitions	42
2	3	Country of Origin	42
3	7	Performance Security	42
4	8	Inspection and Tests	43
5	9	Packing	43
6	10	Delivery and Documents	43
7	11	Insurance	44
8	13	Incidental Services	44
9	14	Spare Parts	44
10	15	Warranty	44
11	16	Payment	45
12	17	Prices	46
13	21	Sub-contracts	46
14	23	Liquidated Damages	47
15	28	Settlement of Disputes	47
16	32	Notices	48
17		Progress of Supply	48
18		Training	49
19		Technical Documentation	49

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract (GCC). The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is : *The Superintending Engineer, Groundwater Circle Chennai, PWD,PWD Campus,Taramani, Chennai-600113.*

(b) The Supplier is ..:

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section XIV of the BidDocument, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

- 3.1 Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Price, valid upto 60 days after the date of completion of performance obligations including warranty and Annual Maintenance Services obligations.

In the event of any correction of defects or replacement of defective material during the warranty and Annual Maintenance Services period, the warranty for the corrected/replaced material shall be extended to a further period of 12months, beyond the original warranty period and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

- 3.2 Substitute Clause 7.3 (b) of the GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of *Executive Engineer, PWD, Gauging Division, PWD Campus, Taramani, Chennai-600113, India.*

- 3.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty and Annual Maintenance Services obligations, under the Contract.

- 3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including warranty and Annual Maintenance Services obligations.

4. **Inspection and Tests (GCC Clause 8)**

Any or all of the following inspection procedures and tests are required by the Purchaser.

1. Inspection of equipments before dispatch.
2. Inspection of equipments at site of work before installation/commissioning.
3. Testing of equipments at site of work after installation to ensure conformity to the specification.

The Evaluation Committee shall decide and propose necessary tests as it may deem fit for the purpose of evaluation. The detailed procedure of testing for the purpose of acceptance of the Goods and Services is given under "Schedule of Requirements".

5. **Packing (GCC Clause 9)**

Add as Clause 9.3 of the GCC the following:

Packing Instructions : 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, the following:

- i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number.

6. **Delivery and Documents (GCC Clause 10)**

Upon delivery of the Goods, the Supplier shall notify the Purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The Supplier shall mail the following documents to the Purchaser with a copy to the insurance company:

- (i) Two Copies of the Supplier invoice showing Contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Two Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. **Insurance (GCC Clause 11)**

For delivery of Goods at Project Site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the Goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

8. **Incidental Services(GCC Clause 13)**

The following services covered under Clause 13 shall be furnished and the cost shall be included in the Contract Price:

(a) The Services specified under the "Schedule of Requirements".

9. **Spare Parts (GCC Clause 14)**

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the Goods during the entire Warranty and Annual Maintenance Services periods.

10. **Warranty(GCC Clause 15)**

(i) G.C.C. Clause 15.2:

In partial modification of the provisions, the warranty period shall be **2 years** from the date of Final Acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4 ;

(ii) Substitute Clause 15.4 of the GCC by the following:

"Upon receipt of such notice, the Supplier shall, within the period specified in SCC 10(iii) and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

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 24months."

(iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty **and Annual Maintenance Services period is 3 (Three) Working Days from the date of notification**. If the Supplier fails to remedy the defects within 3 Working Days of notification, the Purchaser, at its discretion, shall deduct from any monies due to the Supplier including the

Performance Security, **at the rate of Rs.500 / Gate/ day for the first 30 days and at the rate of Rs 2000 / Gate / Day thereafter**, from the date of notification till the date of setting right the defects or replacing the good with equivalent new Goods. The deduction of monies as above shall be limited to the Performance Security amount.

(iv) The Warranty covers the use of the Goods and Services anywhere in the state of **Tamilnadu**.

11. **Payment (GCC Clause 16)**

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) *Advance Payment: Nil*
- (ii) *On Delivery: Nil*
- (iii) *On Final Acceptance: the 80(eighty) percent of the “Contract Price less AMServices cost (item 3, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (sixty) days after the date of the FinalAcceptance Certificate issued by the Purchaser’s representative for the respective delivery.*
- (iv) *On the satisfactory completion of First year warranty: the 10 (ten) percent of the “Contract Price less Annual Maintenance Services cost (item 3, Table:4, Section-IX: Contract Form)”shall be paid to the Supplier within 60 (sixty) days after the date of the completion of first year Warranty period after Final Acceptance Certificate. Satisfactory completion is deemed if all the Goods are functional and there is no loss of data.*
- (v) *On the satisfactory completion of Second year of Warranty: the 10 (ten) percent of the “Contract Price less Annual Maintenance Services cost (item 3, Table:4, Section-IX: Contract Form)”shall be paid to the Supplier within 60 (sixty) days after the date of the completion of Second year Warranty period after Final Acceptance Certificate. Satisfactory completion is deemed if all the Goods are functional and there is no loss of data.*
- (vi) *On the satisfactory completion of 1st six months of Related Services during the 1st year of Annual Maintenance Services, 50% (fifty percent) of the “Related Services during 1styear of Annual Maintenance Services (item 4, Table:4, Section-IX: Contract Form)”shall be paid to the Supplier within 60 (sixty) days after the date of the completion of 1st six months of Related Services during the 1st year of Annual Maintenance Services..*
- (vii) *On the satisfactory completion of 2nd six months of Related Services during the 1st year of Annual Maintenance Services, 50% (fifty percent) of the “Related Services during 1styear of Annual Maintenance Services (item 4, Table:4, Section-IX: Contract Form)”shall be paid to the Supplier within 60 (sixty) days after the date of the completion of 2nd six months of Related Services during the 1st year of Annual Maintenance Services.*

- (viii) On the satisfactory completion of 1st six months of Related Services during the 2nd year of Annual Maintenance Services, 50% (fifty *percent*) of the “Related Services during 2nd year of Annual Maintenance Services (item 5, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (*sixty*) days after the date of the completion 1st six months of Related Services during the 2nd year of Annual Maintenance Services.
- (ix) On the satisfactory completion of 2nd six months of Related Services during the 2nd year of Annual Maintenance Services, 50% (fifty *percent*) of the “Related Services during 2nd year of Annual Maintenance Services (item 5, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (*sixty*) days after the date of the completion of 2nd six months of Related Services during the 2nd year of Annual Maintenance Services.
- (x) On the satisfactory completion of 1st six months of Related Services during the 3rd year of Annual Maintenance Services, 50% (fifty *percent*) of the “Related Services during 3rd year of Annual Maintenance Services (item 6, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (*sixty*) days after the date of the completion of 1st six months of Related Services during the 3rd year of Annual Maintenance Services.
- (xi) On the satisfactory completion of 2nd six months of Related Services during the 3rd year of Annual Maintenance Services, 50% (fifty *percent*) of the “Related Services during 3rd year of Annual Maintenance Services (item 6, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (*sixty*) days after the date of the completion of 2nd six months of Related Services during the 3rd year of Annual Maintenance Services.
- (xii) On the satisfactory completion of 1st six months of Related Services during the 4th year of Annual Maintenance Services, 50% (fifty *percent*) of the “Related Services during 4th year of Annual Maintenance Services (item 7, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (*sixty*) days after the date of the completion 1st six months of Related Services during the 4th year of Annual Maintenance Services.
- (xiii) On the satisfactory completion of 2nd six months of Related Services during the 4th year of Annual Maintenance Services, 50% (fifty *percent*) of the “Related Services during 4th year of Annual Maintenance Services (item 7, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (*sixty*) days after the date of the completion of 2nd six months of Related Services during the 4th year of Annual Maintenance Services.
- (xiv) On the satisfactory completion of 1st six months of Related Services during the 5th year of Annual Maintenance Services, 50% (fifty *percent*) of the “Related Services during 5th year of Annual Maintenance Services (item 8, Table:4, Section-IX: Contract Form)” shall be paid to the Supplier within 60 (*sixty*) days after the date of the completion of 1st six months of Related Services during the 5th year of Annual Maintenance Services.

- (xv) On the satisfactory completion of 2nd six months of Related Services during the 5th year of Annual Maintenance Services, 50% (fifty percent) of the "Related Services during 5th year of Annual Maintenance Services (item 8, Table:4, Section-IX: Contract Form)" shall be paid to the Supplier within 60 (sixty) days after the date of the completion of 2nd six months of Related Services during the 3rd year of Annual Maintenance Services.
- (xvi) All the payment due to the Supplier will be made by the Purchaser in the form of Government of **West Bengal cheques** only.
- (xvii) The Supplier shall produce **Advance Stamped** Receipts for the payments due before receiving the payments.
- (xviii) The Supplier shall get the **Acceptance Certificate** in triplicate from the officer in charge of the equipment, not lower than the rank of Assistant Executive Engineer, when it is installed and the same should also be in the format as follows:

<p><u>Acceptance Certificate</u></p> <p>Certified that the following equipments were supplied and installed by the Supplier</p> <p>.....</p> <p>and are functioning well.</p> <p style="text-align: center;">Assistant Executive Engineer</p> <p style="text-align: center;">Office of</p>
--

- (xix) The Income Tax and surcharges, if applicable, will be deducted from the payments due to the Supplier.
- (xx) The Suppliers request for payment with invoice in triplicate, with advance stamp receipt and the Acceptance certificate for each equipment should be sent to the Purchaser's representative, "**The Executive Engineer, Gauging Division, PWD, PWD Campus, Taramani, Chennai-113**".

12. Prices (GCC Clause 17)

Substitute 17.1 of GCC with the following:

- a) Prices payable to the Supplier as stated in the Contract shall be firm during the performance of the Contract.
- b) **The VAT and the other taxes are applicable and the prices should be inclusive of all these taxes at the time of supply. The increase in the rate of VAT shall be borne by the Supplier and the decrease in VAT shall be deducted from the Contract Price.**

13. Sub-contracts (GCC Clause 21)

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

14. **Liquidated Damages (GCC Clause 23)**

14.1 For delays :

GCC Clause 23.1 -- The applicable rate is 0.5% per week and the maximum deduction is 10% of the Contract Price.

15. **Settlement of Disputes (Clause 28)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, **the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India), Chennai Chapter.**
- (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 President of the Institution of Engineers (India), Chennai Chapter.**
- (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 President of the Institution of Engineers (India), Chennai Chapter both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers, Chennai Chapter, making such an appointment shall be furnished to each of the parties.**
- (d) **Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.**
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as

determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India), Chennai Chapter.

(* Delete whichever is not applicable.)

16. Notices (Clause 32)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: *The Superintending Engineer, Groundwater Circle, PWD,
PWD Campus, Taramani, Chennai-600113.
Email: gwcchn@gmail.com
Fax: 91-44-22541106*

Supplier: *(To be filled in at the time of Contract signature)*

.....
.....

17. Supplier shall regularly intimate progress of Supply, in writing, to the Purchaser as under*:

- Quantity offered for inspection and date;
 - Quantity accepted/rejected by inspecting agency and date;
 - Quantity despatched/delivered to consignees and date;
 - Quantity where incidental services have been satisfactorily completed with date;
 - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
 - Date of completion of entire Contract including incidental services, if any; and
 - Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

18. Training:

The designated Purchaser's Technical personnel shall be trained by the Supplier to enable them to effectively operate the total system. Suitable training handouts / manual shall be given to each of the Trainee. The training schedule shall be agreed to by both the parties during the Performance of the Contract. *The details of the trainings are specified in "Section-V: Schedule of Requirements".*

19. Technical Documentation:

Technical Documentation involving detailed instructions for Operation and Maintenance is to be delivered with every unit of the equipment supplied. The Language of the documentation shall be in English.

- 20.** The Income Tax statement for the past three years should be produced with the Bid document while submitting the Bid.

..... **SECTION V: SCHEDULE OF REQUIREMENTS**

1. List of Goods and Contract Completion Schedule

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

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	RTDAS commissioned (i) Automated Rainfall Stations (ARG) (ii) Automated weather stations (AWS) (iii) Automated Water level recorder (iv) Automated Piezometric water level recorder v) Web-based server for data collection, processing and dissemination	? 1 2 25 1	one set	As per details given in Section VI (Schedule of Requirements) Part 4 (Drawings)	60 days following the date of effectiveness of the contract	120 days following the date of effectiveness of the contract	

Table - 2: List of Related Services and Contract Completion Schedule

S No	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]	1	Sessions	Across Tamilnadu	4 months from effect of Contract
2	Cost of services for Installation and Commissioning of entire RTDAS system including last mile connection civil works as per technical specifications. (a) Automated Raingauges (Tipping Bucket Type) (b) Automated Piezometric Water Level Recorders (Shaft Encoder Type) (c) Automated River Water Level Recorders (Shaft Encoder Type) (d) Automated Weather station. (e) Ground station, Data Centre Services & Connectivity equipment	1	set	Across Tamilnadu	4 months from effect of Contract
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per technical specifications.	1	set	Chennai	4 months from effect of Contract
4	Providing web / database services of adequate capacity for the Data Centre at Chennai	1	set	Chennai	4 months from effect of Contract
5	Inspections and tests as per technical specifications.	1	set	Across Tamilnadu	4 months from effect of Contract
6	Tool kit for assembly, installation and maintenance as per technical specifications.	50	set	Across Tamilnadu	4 months from effect of Contract
7	Calibration of river gauging sites for discharge measurements from water level using actual discharge measurements	1	set	Across Tamilnadu	4 months from effect of Contract
8	Manuals, documentation and reports as per technical specifications.	100	set	Across Tamilnadu	4 months from effect of Contract
9	Operation & Maintenance of the system during the 2 years warranty period following final acceptance and 3 years Annual Maintenance Support period after Warranty period.	1	set	Across Tamilnadu	5 years from date of Final Acceptance

SECTION VI:

TECHNICAL SPECIFICATIONS

SECTION VII:
BID FORM AND PRICE SCHEDULE

SECTION VII: BID FORM AND PRICE SCHEDULE

Date :
Credit/Loan No : 4749 (IN)
IFB No : TNHP-II/ 1/ 2011-12

TO: The Superintending Engineer, Groundwater Circle PWD,WRD, PWD Campus Taramani, Chennai-600113.

“Supply, installation, testing, commissioning, training and maintenance of Automatic Barrage Operation of Durgapur Barrage”

Gentlemen,

Having examined the Bidding Documents including Addenda Nos.....[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver“Supply installation, testing, commissioning, training and maintenance of Real-time hydro-meteo data acquisition system in Tamilnadu state of India.” in conformity with the said Bidding documents for the sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 (ten)percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for the Bid validity period specified in Clause 16.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Amount	Rupees
Name and address of agent	Purpose of Commission or gratuity
.....
.....
.....

(if none, state “none”).

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the Bidding documents.

Dated this day of20.....

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

Price Schedule – Table:1 Goods

Currencies in accordance with ITB Clause 12							Date: NCB No: TNHP-II/1/2011-12	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date	Quantity and physical unit	Unit price of goods (as delivered at site)	Total price of goods (Col. 4x5)	Customs duty if any on Col:6	Sales and other taxes (in accordance with ITB 11)	Total Price per line item (Col. 6+7+8)
1	Supply of following items as per Technical Specification.							
1.1	Automated Raingauges (Tipping Bucket Type)		49sets					
1.2	Automated River Water Level Recorder (Shaft Encoder Type)		49sets					
1.3	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25sets					
2.	Supply, installation, testing, commissioning, training and maintenance of the common data logger, GPS based telemetry and solar power system :							
2.1	to support two sensors in category 1		24 set					
2.2	to support all the three sensors in category 2		25 set					
3	to support all AWS sensors for category 3		One set					
4	Supply, installation, testing, commissioning, training and maintenance of Ground station, Data Centre Services & Connectivity equipment as per Technical Specification.		One set					
							Total Price	

Price Schedule –Table:2 Related Services during Installation and Warranty Period of 2 years.

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs))
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of services for Installation and Commissioning of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		25 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		1 No	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Inspections and tests as per Technical Specifications.		50 sites	
6	Tool kit for assembly, installation and maintenance as per Technical Specifications.		50 sites	
7	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
8	Manuals, documentation and reports as per Technical Specifications.		100 set	
9	Operation & Maintenance of the system during the 2 years Warranty Period following Final Acceptance.		2 year	
Total – Related Services during Installation and Warranty Period of 2 years.				

Table-3a : Related Services during 1st year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
Total – Related Services during 1 st year of Annual Maintenance Services				

Table-3b : Related Services during 2nd year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
Total – Related Services during 2 nd year of Annual Maintenance Services				

Table-3c : Related Services during 3rd year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
Total – Related Services during 3 rd year of Annual Maintenance Services				

Table-3d : Related Services during 4th year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
Total – Related Services during 4 th year of Annual Maintenance Services				

Table-3e : Related Services during 5th year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
Total – Related Services during 5 th year of Annual Maintenance Services				

Price Schedule: Table:4 Total Of The Supply Of Goods And Related Services

Currencies in accordance with ITB Clause 12		Date: TNHP-II/ 1/ 2011-12
Item.No	Description	Amount (Rs)
1	2	3
1	Price Schedule – Table:1 Goods	
2	Price Schedule –Table:2 Related Services during Installation and Warranty Period of 2 years.	
3	SubTotal:1	
4	Price Schedule –Table:3a Related Services during 1 st year of Annual Maintenance Services	
5	Price Schedule –Table:3b Related Services during 2 nd year of Annual Maintenance Services	
6	Price Schedule –Table:3c Related Services during 3 rd year of Annual Maintenance Services	
7	Price Schedule –Table:3d Related Services during 4 th year of Annual Maintenance Services	
8	Price Schedule –Table:3e Related Services during 5 th year of Annual Maintenance Services	
7	SubTotal:2	
8	Bid Price (Contract Price)	
	Note: As per clause....., item no:4 to 8 will be reduced to Net Present Value at 8% per annum and added to Sub Total-1 to get the Bid Price for comparison. Bid Price for comparison of Bids to find the lowest Bid = [Sub Total:1] + [Amount in Item4/(1+0.08) ¹] + [Amount in Item5/(1+0.08) ²] + [Amount in Item6/(1+0.08) ³]. + [Amount in Item7/(1+0.08) ⁴]. + [Amount in Item8/(1+0.08) ⁵].	

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

SECTION VIII:
BID SECURITY FORM

SECTION VIII: BID SECURITY FORM

Whereas [redacted]¹ (hereinafter called "the Bidder") has submitted its Bid dated [redacted] (date of submission of Bid) for the supply of "Supply installation, testing, commissioning, training and maintenance of Real-time hydro-meteo data acquisition system in Tamilnadu."

(name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [redacted] (name of bank) of [redacted] (name of country), having our registered office at [redacted] (address of bank) (hereinafter called "the Bank"), are bound unto *Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113* (name of Purchaser) (hereinafter called "the Purchaser") in the sum of [redacted] for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this [redacted] day of [redacted] 20[redacted].

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including forty five (45) days after the period of the Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[redacted]
(Signature of the Bank)

[redacted]

¹ Name of Bidder

SECTION IX:
CONTRACT FORM

SECTION IX: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between *Superintending Engineer, Groundwater Circle Chennai, PWD,PWD Campus, Taramani, Chennai-600113*(Name of purchaser) of India(Country of Purchaser) (hereinafter called "the Purchaser") of the one part and(Name of Supplier) of(City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., "Supply installation, testing, commissioning, training and maintenance of Real-time hydro-meteo data acquisition system in Tamilnadu."(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 (Contract Price in Words and Figures) (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 be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:



Table-1: Goods

Line Item N°	Description of Goods	Delivery Date	Quantity and physical unit	Total Price (Rs)
1	Supply, installation, testing, commissioning, training and maintenance of the following sensors connected to the common data logger, transmitter, power supply system specified under item-2 as per Technical Specification.			
1.1	Automated Rain gauges (Tipping Bucket Type)		49sets	
1.2	Automated River Water Level Recorder (Shaft Encoder Type)		49sets	
1.3	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25sets	
2.	Supply, installation, testing, commissioning, training and maintenance of the common data logger, transmitter and power supply system			
2.1	to support two sensors under item-1.1&1.2 as per Technical Specification.		24 set	
2.2	to support all the three sensors under item-1.1,1.2& 1.3 as per Technical Specification.		25 set	
3	Supply, installation, testing, commissioning, training and maintenance of Automated Weather Stations including the data logger, transmitter and power supply system as per Technical Specification.		1set	
4	Supply, installation, testing, commissioning, training and maintenance of Ground station, Data Centre Services & Connectivity equipment as per Technical Specification.		1set	
	Total- Goods			

Table-2: Related Services during Installation and Warranty Period of 2 years.

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of services for Installation and Commissioning of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		25 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		1 No	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Inspections and tests as per Technical Specifications.		50 sites	
6	Tool kit for assembly, installation and maintenance as per Technical Specifications.		50 sites	
7	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
8	Manuals, documentation and reports as per Technical Specifications.		100 set	
9	Operation & Maintenance of the system during the 2 years Warranty Period following Final Acceptance.		2 year	
	Total – Related Services during Installation and Warranty Period of 2 years.			

Table-3a : Related Services during 1st year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs))
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
Total – Related Services during 1 st year of Annual Maintenance Services				

Table-3b : Related Services during 2nd year of Annual Maintenance Services

Service N ^o	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
	Total – Related Services during 2 nd year of Annual Maintenance Services			

Table-3c : Related Services during 3rd year of Annual Maintenance Services

Service N ^o	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
	Total – Related Services during 3 rd year of Annual Maintenance Services			

Table-3d : Related Services during 4th year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
Total – Related Services during 4 th year of Annual Maintenance Services				

Table-3e : Related Services during 5th year of Annual Maintenance Services

Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date	Quantity	Total Price (Rs)
1	Cost of services for Training of Purchaser's Personnel for operation and maintenance of RT-DAS equipment.-[Details to be given separately]		1set	
2	Cost of Comprehensive Annual Maintenance Services of entire RTDAS system including last mile connection civil works as per Technical Specifications for the following,			
2.1	Automated Raingauges (Tipping Bucket Type)		49 Nos	
2.2	Automated Piezometric Water Level Recorder (Shaft Encoder Type)		25 Nos	
2.3	Automated River Water Level Recorder (Shaft Encoder Type)		24 Nos	
2.4	Automated Weather station.		1 No	
2.5	Ground station, Data Centre Services & Connectivity equipment		1 set	
3	Integration of real time data acquisition system with and back-up application software at the Data Centre at Chennai as per Technical Specifications.		1 set	
4	Providing web / database services of adequate capacity for the Data Centre at Chennai		1 set	
5	Development and adoption in the RTDAS the conversion from the river water level to the discharge in the gauging sites like weirs, bridges and river courses		49 sites	
	Total – Related Services during 5 th year of Annual Maintenance Services			

Table-4: Contract Price			
S.No	Description	Amount (Rs)	Delivery Schedule
1	Table:1 Goods		120 days from date of effect of Contract
2	Table-2: Related Services during Installation and Warranty Period of 2 years.		2 years from Date of Final Acceptance
	Sub-Total (Contract Price less Annual Maintenance Services cost)		
3	Table-3a : Related Services during 1 st year of Annual Maintenance Services.		1 year after Warranty period
4	Table-3b : Related Services during 2 nd year of Annual Maintenance Services.		2 years after Warranty period
5	Table-3c : Related Services during 3 rd year of Annual Maintenance Services.		3 years after Warranty period
6	Table-3d : Related Services during 4 th year of Annual Maintenance Services.		4 years after Warranty period
7	Table-3e : Related Services during 5 th year of Annual Maintenance Services.		5 years after Warranty period
	Total Bid Price (Contract Price) (items:1 to 7)		
	Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>		

TOTAL BID PRICE (CONTRACT PRICE): Rs.....(in words)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

SECTION X.
PERFORMANCE SECURITY FORM

SECTION X. PERFORMANCE SECURITY FORM

To: The *Superintending Engineer, Groundwater Circle, PWD,PWD Campus, Taramani, Chennai-600113*(Name of Purchaser)

WHEREAS..... (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply“Supply installation, testing, commissioning, training and maintenance of Real-time hydro-meteo data acquisition system in Tamilnadu.”(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....

SECTION XI:

PERFORMANCE STATEMENT

SECTION XI: PERFORMANCE STATEMENT

“Proforma for Performance Statement(for a period of last five years)”

[Please see Clause 13.3 (b) (ii) of Instructions to Bidders]

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

Name of the Firm:

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

Signature and seal of the Bidder

SECTION XII
MANUFACTURERS' AUTHORIZATION FORM

SECTION XII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM*

No. dated

To

The *Superintending Engineer, Groundwater Circle, PWD, PWD Campus, Taramani, Chennai-600113*

Dear Sir,

IFB No. : TNHP11-1/2010-11

We who are established and reputable manufacturers of *(name and description of goods offered)* having factories at *(address of factory)* do hereby authorize M/s *(Name and address of Agent)* to submit a Bid, and sign the contract with you for the goods manufactured by us against the above IFB.

We understand that we are allowed, under this procurement, to authorize more than one supplier should we so wish.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its Bid.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which Bids are invited.

SECTION XIII
BANK GUARANTEE FOR ADVANCE PAYMENT
(Deleted)

SECTION XIV
ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS AND SERVICES IN BANK-
FINANCED PROCUREMENT.

SECTION XIV

ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS AND SERVICES IN BANK-FINANCED PROCUREMENT.

As of March 2000¹

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA².

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to no country.

Notes:

1. The most current listing of eligible countries can be viewed on the PublicInformationCenter's Web page at:
<http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at:
<http://www.worldbank.org/html/opr/procure/debarr.html>.
2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

ANNEXURE XV
PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE
MANUFACTURER

ANNEXURE XV (form A)

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE
MANUFACTURER**

FORMAT FOR QUALIFICATION REQUIREMENTS

All the Bidders submitting their Bids against this Bid must submit the qualification requirements along with the information in the following formats together with the relevant documentation:

**FINANCIAL, BUSINESS AND TECHNICAL CAPABILITY
(FORMAT –A)**

Name and address of Bidder

Phone:

Telex:

Fax :

1. Latest Balance Sheet filed with-----on----- (Attach audited copies of annual accounts of past 3 years. Indigenous Bidders to attach copy of accounts audited under section 44 AB of Income Tax Act. In case the accounts are not required to be audited, the information in this statement should be attested by a Chartered Accountant or Manager of a reputable Bank.

2. Latest Profit & Loss Statement from-----to----- filed with-----on----- .(Attach an audited copy)

3. Financial position (in the respective currency)

a)	Cash & Bank balances
b)	Fixed Assets Gross and Net
c)	Current Assets
d)	Current Liabilities
	Bank cash credit
	Loans
	Others (including sundry creditors)
e)	Provisions
f)	Contingent Liability (include claims not acknowledged, pl. specify)
g)	Inventories
h)	Share Capital
	Free Reserves
	Other reserves (Please specify
i)	Terms loans from financial institute & Banks
j)	Working Capital
k)	Net worth
l)	Debtors & advances considered good more than 6 months
	less than 6 months

4)	Total liabilities
a)	Current Ratio
	Current Assets to
	Current liabilities
b)	Acid Test Ratio
c)	Total liability to Net worth
5)	Net Sales (in respective currency)
a)	Current period
b)	During the last financial year
c)	During the year before last financial year
6)	Net Profit before Tax
a)	Current period
b)	During last financial year
c)	During the year before the last financial year

The profit and loss statements have been certified through-----
-----by-----.

7)	Bidders' Financial arrangements (check appropriate item)	
a)	Own Resources	
b)	Bank Credits	
c)	others (specify)	
8)	Certificate of Financial Soundness from bankers of Bidders.	
9)	Income Tax clearance [for Bidders from India only]	
	Please enclose copies of following documents:	
a)	Details of Income Tax registration; and	
b)	Last Income Tax clearance certificate	
10)	SALES:	
Category	value of current orders to be executed in respective currency	Value anticipated sales for next financial year in respective currency
A)	Govt. Department	
B)	Commercial	
11)	Licensed capacity to manufacture	

Description of equip.	Size cap.	Licensed capacity	No. of Units Manufactured		
			Current Yr	Last Yr	2nd Last Yr

12. List, if any of Bidder's rate contract with the following organizations :

	Organization	Yes/No	If Yes, date contract finalized
a.	Directorate General of Supplies and Disposal, Government of India		
b.	Central equipment Stores Purchase Organization for state Governments		
c.	Others		

13. Describe Quality Control Organization, if any, and give the organization Chart.

- a) Are goods offered subject to batch test, random sampling or full 100% test for quality?
- b) Are tests carried out by factory employees or by a separate testing agency?
- c) Are independent Quality Control Organization checks made and certificates issued?

**CAPABILITY STATEMENT OF PERSONNEL, EQUIPMENT, PLANT AND PAST PERFORMANCE
(FORMAT -B)**

1.	Name and address of the Bidder	Phone :	
2.	Classifications)	1)	Manufacturer
	Circle what is applicable	2)	Authorized Agent
		3)	Dealer
		4)	Others, please specify
3.	Plant:		
a)	Location		
4.	Equipments		

a) Type of equipment manufactured and supplied during last 2 years

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplies are made	No. of orders on hand

b) Type of equipment manufactured, supplied, installed and commissioned during last 3 years.

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplied ,installed and commissioned	No. of orders on hand

5. a) Types of equipment supplied during last 3 years other than those covered under 4 above.

Name of equipment	Capacity/ Size and model	Nos. Manufacturers and Country of origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders on hand

b) Type of equipment supplied, installed and commissioned during last 3 years other than those covered under 4 (a) and (b) above

Name of equipment	Capacity/ Size and model	Nos. Manufacturers and Country of origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders on hand

6. Details of Testing facilities available

a.	List testing-equipment available	
b.	Give details of tests which can be carried out on items offered.	
c.	Details of the testing organization available.	

7. Personnel/Organization:

Give Organization chart for following indicating clearly the No. of employees at various levels.

- a) Quality assurance
- b) Production
- c) Marketing
- d) Service
- e) Spare parts
- f) Administrative

8. Nearest service center to Purchaser :

Location.....Phone
No.....

9. Names of two buyers to whom similar equipment are supplied installed and commissioned in the past and to whom reference may be made by the purchaser regarding the Bidder's technical and delivery ability :

1. -----
2. -----

10. Workload as percentage of total capacity for the current and forthcoming financial year on quarterly basis.....

11. Details of Organization at Service Centre

- a) No. of skilled employees _____
- b) No. of Unskilled employees _____
- c) No. of Engineering employees _____
- d) No. of Administrative employees _____
- e) List of special repair/workshop facilities available _____
- f) The storage space available for spare parts (sq.m.) _____
- g) Value of minimum stock of spares available at all the service centres in respective currency _____
- h) Value of the modes/types by number of equipment serviced by the centre in the last 3 years



Signature and seal of the Manufacturer

ANNEXURE XV (form B)

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE
MANUFACTURER**

BID NO:TNHP-II/ 1/ 2011-12

DATE OF OPENING :

NAME OF THE BIDDER :

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2.

(a)	Telephone & Fax No	Office/Factory/Works
(b)	Telex No.	Office/Factory/Works
(c)	Telegraphic address :	
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
 - 8.1 Normal
 - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
 - 10.1 Details of technical supervisory staff in charge of production & quality control.
 - 10.2 Skilled labour employed.
 - 10.3 Unskilled labour employed.
 - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

Signature and seal of the Manufacturer

ANNEXURE XVI
PROFORMA FOR SERVICE SUPPORT DETAILS

ANNEXURE XVI

PROFORMA FOR SERVICE SUPPORT DETAILS

The Bidder shall provide the proposed method of service support during the Warranty and AMC periods including the helpdesk function, downtime management etc.

Name of Service Stations	Destination Address and District	Phone No. /Mobile phone No.	Telex/ Fax No.	Office Working Days and Hours	Number of Service Engineers	Number of service Staff	Value of Minimum Stock Available at all times (Rs)

Signature and Seal of the Manufacturer/Bidder