# GOVERNMENT OF UP

# UP WATER SECTOR RESTRUCTURING PROJECT PHASE-II

**Bidding Document**

**for**

Procurement of

Digital Water Level Recorders

With Telemetry

**ICB No: 79**(P)/GWD/WBP/DWLR/ICB

Dated : 26/08/2015

**Project:** UP Water Sector Restructuring Project Phase-II

**Purchaser:** Director,Ground Water Department, U.P., 9th floor, Indira Bhawan, Lucknow.

**Country:** India

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# PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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| **Section I. Instructions to Bidders** |
|  | 1. General
 |
| 1. Scope of Bid | * 1. In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS),** the Purchaser, **as specified in the BDS,** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS.**
	2. Throughout these Bidding Documents:

the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and“day” means calendar day. |
| 2. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”)in an amount **specified in BDS,** toward the project named **in BDS** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
	2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing)Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
 |
| 3. Corrupt and Fraudulent Practices | 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| 4. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
	2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

directly or indirectly controls, is controlled by or is under common control with another Bidder; or receives or has received any direct or indirect subsidy from another Bidder; orhas the same legal representative as another Bidder; orhas a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; orparticipates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; orany of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; orwould be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; orhas a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract* 1. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
	2. A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank’s Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (“Anti-Corruption Guidelines”), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**
	3. Bidders that are Government-owned enterprises or institutions in the Purchaser’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank’s satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
	4. A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.
	5. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
	6. A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
 |
| 5. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
	2. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
	3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
 |
|  | B. Contents of Bidding Document |
| 6. Sections of Bidding Document | * 1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures*** Section I. Instructions to Bidders (ITB)
* Section II. Bidding Data Sheet (BDS)
* Section III. Evaluation and Qualification Criteria
* Section IV. Bidding Forms
* Section V. Eligible Countries
* Section VI. Bank Policy-Corrupt and Fraudulent Practices
 |
|  | **PART 2 Supply Requirements*** Section VII. Schedule of Requirements

**PART 3 Contract*** Section VIII. General Conditions of Contract (GCC)
* Section IX. Special Conditions of Contract (SCC)
* Section X. Contract Forms
 |
|  | * 1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
	2. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
	3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
 |
| 7. Clarification of Bidding Documents | * 1. A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
 |
| 8. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
	2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3.The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.
	3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.
 |
|  | C. Preparation of Bids |
| 9. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 |
| 10. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern.
 |
| 11. Documents Comprising the Bid | * 1. The Bid shall comprise the following:

Letter of Bid in accordance with ITB 12;* + 1. completed schedules, in accordance with ITB 12 and 14

Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;alternative bids, if permissible, in accordance with ITB 13;written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its bid is accepted; documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;any other document **required in the BDS.**11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 12. Letter of Bid and Price Schedules | * 1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
 |
| 13. Alternative Bids | * 1. Unless otherwise **specified in the BDS,** alternative bids shall not be considered.
 |
| 14. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
	2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.
	3. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
	4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
	5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS.** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	6. If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
	7. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS.**
	8. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

For Goods manufactured in the Purchaser’s Country:(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**1. For Goods manufactured outside the Purchaser’s Country, to be imported:
2. the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as **specified in the BDS;**
3. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
4. For Goods manufactured outside the Purchaser’s Country, already imported:
5. the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
6. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
7. the price of the Goods, obtained as the difference between (i) and (ii) above;
8. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
9. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
10. for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
	1. the price of each item comprising the Related Services (inclusive of any applicable taxes).
 |
| 15. Currencies of Bid and Payment | * 1. The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS*.*The Bidder shall quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser’s country, unless otherwise **specified in the BDS.**
	2. The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country.
 |
| 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
	2. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
	3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
	4. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
	5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
 |
| 17. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
	2. The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:
		1. that, if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;
		2. that, if **required in the BDS,** in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
		3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
 |
| 18. Period of Validity of Bids | * 1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
	2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
	3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
		1. In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
		2. In the case of adjustable price contracts, no adjustment shall be made.
		3. In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.
 |
| 19. Bid Security | * 1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS,** in original form and, in the case of a bid security**.** In the amount and currency **specified in the BDS.**
	2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
	3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder’s option :

an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);an irrevocable letter of credit;a cashier’s or certified check; oranother security **specified in the BDS**,from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser’s Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.* 1. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
	2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the contract and furnishing the Performance Security pursuant to ITB 42.
	3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	4. The Bid Security may be forfeited or the Bid Securing Declaration executed:

if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; orif the successful Bidder fails to:sign the Contract in accordance with ITB41; orfurnish a performance security in accordance with ITB 42.* 1. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
	2. If a bid security is not required in the BDS, pursuant to ITB 19.1, and
	3. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
	4. if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;

 the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**. |
| 20. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “Original.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.
	2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
	3. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	4. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
 |
|  | D. Submission and Opening of Bids |
| 21. Sealing and Marking of Bids | * 1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	2. The inner and outer envelopes shall:

bear the name and address of the Bidder;be addressed to the Purchaser in accordance with ITB 22.1;bear the specific identification of this bidding process indicated in ITB1.1**;** andbear a warning not to open before the time and date for bid opening.* 1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
 |
| 22. Deadline for Submission of Bids | * 1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.** When sospecified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
	2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
 |
| 23. Late Bids | * 1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
 |
| 24. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
1. prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
2. received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
	1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
	2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
 |
| 25. Bid Opening | * 1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS.**
	2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
	3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS.** The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
	4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
 |
|  | E. Evaluation and Comparison of Bids |
| 26. Confidentiality | * 1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
	2. Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
	3. Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
 |
| 27. Clarification of Bids | * 1. To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
	2. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser’s request for clarification, its bid may be rejected.
 |
| 28. Deviations, Reservations, and Omissions | * 1. During the evaluation of bids, the following definitions apply:
1. “Deviation” is a departure from the requirements specified in the Bidding Documents;
2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents
 |
| 29. Determination of Responsiveness | * 1. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
	2. A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimit in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; orif rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.* 1. The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
	2. If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
 |
| 30. Nonconformi­ties, Errors and Omissions | * 1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
	2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	3. Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
 |
| 31. Correction of Arithmetical Errors | 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
 |
| 32. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted in a single currency as **specified in the BDS.**
 |
| 33. Margin of Preference | * 1. **Unless otherwise specified in the BDS,** a margin of preference shall not apply.
 |
| 34. Evaluation of Bids | * 1. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	2. To evaluate a Bid, the Purchaser shall consider the following:

evaluation will be done for Items or Lots (contracts), as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 14;price adjustment for correction of arithmetic errors in accordance with ITB 31.1;price adjustment due to discounts offered in accordance with ITB 14.4;converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;* 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	2. If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
	3. The Purchaser’s evaluation of a bid will exclude and not take into account:

in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; any allowance for price adjustment during the period of execution of the contract, if provided in the bid.* 1. The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).
 |
| 35. Comparison of Bids | * 1. The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower’s country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
 |
| 36. Qualification of the Bidder | * 1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17.
	3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
 |
| 37. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
 |
|  | F. Award of Contract |
| 38. Award Criteria | * 1. Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
 |
| 39. Purchaser’s Right to Vary Quantities at Time of Award | * 1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
 |
| 40. Notification of Award | * 1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

(i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.* 1. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	2. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.
 |
| 41. Signing of Contract | * 1. Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
	2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	3. Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
 |
| 42. Performance Security | * 1. Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country.
	2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
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| Section II. Bid Data Sheet (BDS)The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. |
| **ITB Clause Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Invitation for Bids is: 79***(P)/GWD/WBP/ DWLR/ICB, Dated 26-08-2015*** |
| **ITB 1.1** | The Purchaser is: ***Director, Ground Water Department, U.P., 9th floor, Indira Bhawan, Lucknow-226001, Uttar Pradesh, India.*** |
| **ITB 1.1** | The name of the ICB is: ***Supply, Installation, Testing & Commissioning of Digital Water Level Recorders with Telemetry*** The identification number of the ICB is: 79***(P)/GWD/WBP/DWLR/ICB DATED: 26-08-2015***The number and identification of lots (contracts)comprising this ICB is: ***DWLRs with Telemetry – 700 Nos.*** |
| **ITB 2.1** | The Borrower is: ***Government of India for Government of Uttar Pradesh towards the cost of U.P. Water Sector Restructuring Project Phase-II*** |
| **ITB 2.1** | Loan or Financing Agreement amount: ***360 million US$*** |
| **ITB 2.1** | The name of the Project is: ***U.P. Water Sector Restructuring Project Phase-II***  |
| **ITB 4.1** | Maximum number of members in the JV shall be: ***Three***Add the following at the end of the clause:Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements* The bid shall include all the information listed in bidders qualification forms for all the partners;
* The joint venture agreement should indicate precisely the role of all members of JV in respect of planning design, construction equipment, key personal, work execution and financing of the project. All the members of JV should have active participation in execution of the contract. This should not be varied/modified subsequently without prior approval of the Employer;
* The nominated representative shall be from the lead partner of the JVA
 |
| ITB 4.4 | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.> |
|  | **B. Contents of Bidding Documents** |
| **ITB 7.1** | For **Clarification of bid purposes** only, the Purchaser’s address is:Attention: Director, Ground Water Department, U.P.Address: Project Implementation Cell, Ground Water Department,  U.P.,2/39 Vishal Khand, Gomti Nager, LucknowCity: Lucknow ; ZIP Code: 226010; Country: India Telephone: 0522-2302804/2287068/2287233; Facsimile number: 0522-2286471E-mail address: upgwd.in@gmail.comRequests for clarification should be received by the Employer no later than: ***15 Days from date of bid submission.*** |
| **ITB 7.1** | Web page: ***http://gwd.up.nic.in*** |
| **ITB 7.2** | Add ITB as under 1. Bidder’s Designated representative is invited to attend a **pre-bid meeting** will take place at the following date, time and place :

 Date : **30-09-2015** Time : **12:00 hrs (India time)** Place: Office of the Director, Project Implementation Cell, Ground  Water Department, U.P.,2/39, Vishal Khand, Gomti Nager,  Lucknow.1. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
2. Bidders are requested to submit any questions in writing or by cable to reach the Employer not later that one week before the meeting.
3. Minutes of the 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.
4. Any modifications of the bidding documents listed in ITB Sub-Clause 6.1 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 ITB clause 8 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualifications of a bidder. |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the bid is: English |
| **ITB 11.1 (j)** | The Bidder shall submit the following additional documents in its bid:* + - 1. Operational Guidelines during the 2 (two) years warranty and 5 (five) years comprehensive annual maintenance period in accordance with the Technical Specification.
			2. Plan for imparting Trainings in accordance with the Technical Specification.
			3. Maintenance Manuals.
			4. Manufacturer’s certificate for the equipments proposed stating that the offered model is well proven and widely used.
			5. Manufacturers Authorization in accordance with Section IV.
			6. Past performance of the relevant DWLRs supplied /maintained during last three years (certificates from past clients)
			7. Guarantee by the bidder that all equipment provided will be supported for a minimum period of seven (7) years (i.e. Warranty two years and under AMC five years) of all DWLRs in accordance with the Technical Specification. An undertaking from the manufacturer that for all equipment's that would be supplied, spare parts would be available for a minimum of 7 years after commissioning of the DWLRs.
			8. Documentary evidence established in accordance with ITB Clause 16 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
			9. Documentary evidence established in accordance with ITB Clause 17 that the goods and ancillary services to be supplied by the Bidder are eligible goods & services and conform to the bidding documents; and
			10. The Bidder shall also furnish in conformity of the Bidding documents the following in the form of literature, drawings, and data,:
1. A detailed description of equipment, essential technical and performance characteristics.
2. A clause-by-clause Technical Responsiveness of the proposed equipment demonstrating the equipment’s substantial responsiveness as well as a statement of deviations to the provisions of Technical Specifications as in Section III-A.
 |
| **ITB 13.1** | Alternative Bids **shall not be** considered. Bidder shall quote only one price for each of the line items indicated in the price schedule. If multiple prices are quoted for any of the line items, the bid will be rejected. |
| **ITB 14.5** | The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract. |
| **ITB 14.6** | Prices shall be quoted for 100 % of the items as per the technical specifications and as specified in the List of Goods & Delivery Schedule-A & B, failing which the bid shall be rejected. |
| **ITB 14.7** | The Incoterms edition is: Incoterms 2010. |
| **ITB 14.8(a)** | Add the following at the end of ITB Clause 14.8(a)(iii) as 14.8 (a) (iv)(iv) Bidders may like to ascertain availability of Deemed Export or other Benefits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder separately. Where the bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority/ Payment Other Certificates in terms of the current Import Export Policy or Central Excise Notifications along with his bid in Form 6 of Section VII. The Project Authority/payment/Other Certificates will be issued on this basis only and no subsequent change will be permitted. Where such Certificates are issued by the Purchaser, Excise Duty will not be reimbursed separately. Bids which do not conform to this provision, will be treated as non-  responsive and rejected |
| **ITB 14.8 (b) (i) and (c) (v)** | Place of Destination: Different districts throughout the Uttar Pradesh, (INDIA) as given in the list of consignees. The named places of destination under the respective Offices of the Executive Engineers/Sr. Hydrogeologist /Sr. Geophysicist of the Ground Water Department of U.P. and groundwater monitoring stations/piezometers as indicated in Schedule of Requirements (Section-VII) |
| **ITB 14.8 (a) (iii);(b)(ii) and (c)(v)** | “Final destination (Piezometer Site)”: As per the list of consignees attached to the bidding document- The destination and District wise nos. of Groundwater monitoring stations /piezometers are indicated in Schedule of Requirements (Annexure-1.1 of Section-VII) Schedule of Requirement and the list showing the District wise numbers of the proposed DWLRs.) |
| **ITB 14.8 (b) (iii)** | Add the following ITB clause 14.8(b)(ii) as 14.8(b)(iii)**In addition to the CIP price specified in ITB 14.8 (b)(i), the price of the Goods manufactured outside the Purchaser’s Country shall be quoted: CIF.(for Final destinations, as per ITB 14.8)** |
| **ITB 14.8 (c)** | For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values. |
| **ITB 15.1** | The Bidder isrequired to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency. |
| **ITB 15.3** | Add the following as Clause 15.3:“15.3 Agents and service facilities in India:a) If a foreign bidder has engaged an Indian agent, it will be required to give the following details in the offer:i) the name and address of the local agent;ii) what service the agent renders; andiii) the fixed amount of remuneration for the agent included in the offer.b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder’s agent in India and in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.” |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): 7 Years after final acceptance. [2 years of warranty+5 years of AMC]. |
| **ITB 17.2 (a)** | Manufacturer’s authorization Certificate is required as per proforma provided in the bidding document (Section-IV) - a total of 7 years, including AMC after the warranty period. A Foreign bidder shall be represented by an agent from India. |
| **ITB 17.2 (b)** | After sales service is “required”. A Foreign bidder must be represented by an agent from India for this purpose. |
| **ITB 17.2 (d)** | Add the following as Clause 17.2(d):“17.2(d) If an agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate bid form for each bid and a bid security, for each bid and Manufacturer’s Authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.”***[Note:*** *Supplies for any particular item of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer’s for the same item in the bid will be treated as non-responsive.****]*** |
| **ITB 18.1** | The bid validity period shall be **120 (one hundred twenty days).** |
| **ITB 18.3 (a)** | Deleted |
| **ITB 19.1** | A *Bid Security* ***shall be*** required.A Bid-Securing Declaration ***shall not be*** required.If a bid security shall be required, the amount and currency of the bid security shall be **Indian Rupees Rs. 24,00,000 or 2.4 million (Indian Rupees Twenty four lakh thousand) or US Dollar 40,000 (US Dollar Forty Thousand Only)** *Bid shall include a Bid Security(issued by bank) in the form of Bank Guarantee included in section IV bidding forms;*The Bid Security Instrument shall be drawn in favour of **Director, Ground Water Department, U.P., 9th floor, Indira Bhawan, Lucknow** payable at Lucknow, Uttar PradeshThe **BANK GUARANTEE** for Bid Security shall remain valid for a period of 28 days (Twenty Days) beyond the validity period of the bids, and to be extended subsequently, if applicable, in accordance with ITB Clause 18.2 |
| **ITB 19.3 (d)** | Other types of acceptable securities: Not applicable |
| **ITB 19.9** | Not applicable |
| **ITB 20.1** | In addition to the original of the bid, the number of copies is**: "*two", excluding the original.*** |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: Notarized authorization of firm on Rs.100 stamp paper duly signed.**  |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1**  | For **bid submission purposes** only, the Purchaser’s address is: ***[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications]***Attention: **Director,** **Ground Water Department, U.P.** Address: **Office of Director, Project Implementation Cell, Ground Water Department, U.P.,2/39 Vishal Khand, Gomti Nager, Lucknow**City: **Lucknow;** ZIP/Postal Code: **226010** Country: **India****The deadline for bid submission is:** Date:**28 October, 2015**Time: **15:00 hrs (India Time)** **Add at the end of ITB Clause 22.1 the following:**“In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.” |
| **ITB 25.1** | The **bid opening** shall take place at: Address: **Office of Director, Project Implementation Cell, Ground Water Department, U.P.,2/39 Vishal Khand, Gomti Nager, Lucknow** City: **Lucknow;** Country: *India*Telephone: 0522-2302804/2287068/2287233Date:**28 October, 2015**Time: **15:30 hrs (India Time)** **Add at the end of ITB Clause 25.1 the following:**“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.” |
| **ITB 25.3** | The Letter of Bid and Price Schedules shall be initialed by 7 ***number*** representatives of the Purchaser conducting Bid opening***procedure: Each Bid shall be initialed by all members of evaluation committee of and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.*** |
|  | **E. Evaluation and Comparison of Bids** |
| **ITB 32.1** | Bid prices expressed in different currencies shall be converted in: ***Indian Rupees***The source of exchange rate shall be: **The BC selling rates of State Bank of India or any other Nationalized commercial bank in India** The date for the exchange rate shall be *the* **deadline for submission of bids.** |
| **ITB 33.1** | A margin of domestic preference ***shall not*** *a*pply.  |
| **ITB 34.2(a)** | * + - 1. Evaluation will be done for the total cost including Supply, Installation, Testing and Commissioning of the DWLRs on single responsibility basis.

(ii) The bidders shall read the laid down technical specifications and quote accordingly for the establishment of DWLR system. The Line items do not generally give a full description of the System to be supplied, installed, and operationally accepted, or the Services to be performed. The bidders shall read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the DWLR System and provide a complete price for the system. In addition to the Complete quote for the system, the bidders shall indicate the unit price against the items indicated in the Price Schedule which would form the basis for any increase or decrease in the quantity of such line items. *The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.* |
| **ITB 34.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: 1. Deviation in Delivery schedule: ***No***
2. Deviation in payment schedule: No
3. the cost of major replacement components, mandatory spare parts, and service: ***No***
4. the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the bid :***Yes***
5. the projected operating and maintenance costs during the life of the equipment :***Yes***
6. the performance and productivity of the equipment offered: No
 |
|  | **F. Award of Contract** |
| **ITB 39.1** | The maximum percentage by which quantities may be increased is:15%The maximum percentage by which quantities may be decreased is: ***15%*** |

Section III. Evaluation and Qualification Criteria

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

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**1. Margin of Preference (ITB 33) :** Not Applicable

2. Evaluation (ITB 34)

**2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser’s evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB34.2(f) and in BDS referring to ITB34.6**,** using the following criteria and methodologies.

(a) Delivery schedule. As per Incoterms 2010

(b) Deviation in payment schedule. No deviation in payment schedule is allowed**;** The SCC stipulates the payment schedule specified by the Purchaser

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

(d) Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the bid*.*

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS 34.6, if quoted separately, shall be added to the bid price, for evaluation purposes only*.*

(e) Projected operating and maintenance costs.

Operating and maintenance costs. The operation and maintenance costs and GSM/GPRS usage fees for seven years(2 years during the warranty and for 5 years during the AMC period) shall be included with bid price. The cost of 5 years maintenance service charge after the 2 year warranty period will be added to bid price for each schedule after discounting to the net present values at a discount rate of 8%”. This is also stated in the price schedule form. Explanatory Note:

1. For the DWLR with telemetry, all incidental services to make the equipment functional, like the GSM/GPRS connection required for making the Telemetry system of the DWLR, shall have to be arranged by the bidder.

 The operation and maintenance costs and GSM/GPRS usage fees for seven years shall be included with bid price by the bidder. This shall be quoted separately along with the bid price, as per the Price schedule format for the ‘Related Services’

 The cost of 5 years maintenance service charge after the 2nd year 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 as indicated at Section III, Evaluation Criteria Sr. No. 2 (e).

II. Purchaser or his authorised representative will be the owner of SIM card, which will be intimated in due course. Necessary documents in this

 regard for obtaining SIM card will be provided by the purchaser, but the cost for SIM shall be borne by the Bidder.

 III. The successful bidder will have to bear the cost of monthly bills for

 GSM/GPRS usage fees for seven years.

 IV. The sites identified by the purchaser for installation DWLRs has the GPRS service.

 (f) Performance and productivity of the equipment.: No

**2.2. Multiple Contracts (ITB 34.4)** : Not Applicable

**3.1 Post qualification Requirements (ITB 36.1)**

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

All the bidders submitting their bids against this bid must submit the qualification requirements information as per the formats provided under Section-IV: “Format for Qualification Requirement” TOGETHER WITH THE RELEVANT SUPPORTING DOCUMENTATION. The formats inter alia also include the Performa for Performance statement.

* + - * 1. **Financial Capability:** The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
	1. Capacity to have a cash flow - The bidder must provide a letter from a reputed bank stating the availability of liquid assets and/or credit facilities exclusively for this contract only, of not less than **INRs ‘X’ Million as indicated in the table below**. In the case of Joint Ventures, the cumulative liquid assets of the members of joint venture will be considered.
	2. The Minimum required annual turnover in respect of Procurement of Supply, Installation and commissioning of DWLRs for the successful bidder in any two of the last three (3) years shall be of **INRs- ‘Y’ Million as indicated in the table below**. In the case of Joint Ventures, the cumulative turnover of the members of joint venture will be considered, but each member of joint venture must at least meet 25% of this requirement.

|  |  |  |
| --- | --- | --- |
| **Particulars** | **Cash flow capacity-X** | **Annual Turnover-Y** |
| DWLRs with telemetry system ( 700 nos.) | In Rs. 5.0 million | In Rs.20 million |

* + - * 1. **Experience and Technical Capacity:** The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) for-
1. The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the offered type specified in the ‘schedule of requirements’ up to at least **100 Nos.** of DWLRs in any one of the last **3 (three) years (2012-13, 2013-14 and 2014-15)** and be in satisfactory operation for a period of 6 months as on date of bid opening. All the equipment need not be in one contract, it could be in different contracts.
2. The equipments offered for supply shall be of the most recent series models incorporating the latest improvements in the design. The model /equipments offered should strictly conform to or exceed the technical specification and be in satisfactory operation for 6 months as on date of bid opening.
3. The bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last 3 (three) years (2012-13, 2013-14 and 2014-15) prior to bid opening. The list of supplied & installed equipments shall include:
	* + 1. Name & address of the Purchaser with contact details, email address, Contract phone no. etc
			2. Equipments/items ordered/supplied (with order No. and date) & installed with their respective quantities.
			3. Scheduled completion date and actual completion date.
			4. Details of Complaint, if any, received from the purchaser about the performance of the Equipments/items.
4. The Manufacturer must also provide evidence that the model offered has been supplied for operation in an environment and climate similar to India and that it has been demonstrated to operate satisfactorily in such an environment. In case the bidder is not the manufacturer or producer of the equipment/goods it offers to supply, the bid shall include the above information about the manufacturer whose goods has been offered. Bids of bidders quoting as authorized representative of the manufacturer, meeting with the above requirement in full, can also be considered provided-
	* 1. The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
		2. The bidder, as authorized representative of the manufacturer has supplied, installed and commissioned satisfactorily at least 70 DWLRs with telemetry conforming to technical specifications in any one of the last 3 years, which must be in satisfactory operation for at least 6 months on the date of bid opening and must be providing After Sales Service (ASS) for the above type of installation in at least 1 centre in India for over one year. In case the bidder is unable to provide evidence of ASS, the bidder should provide a plan for provision of after-sales service and annual comprehensive ASS for the next three years. Further the manufacturer shall agree to furnish {either jointly with the bidders or separately} a legally enforceable undertaking to guarantee quality, timely supply, adequate specialized maintenance capability and expertise will be made available in the country and performance and warranty obligations as specified for the contract.

Explanatory Note:

[i.e. The manufacturer shall have the 700 Nos. of DWLRs with telemetry in any one year of the last 3 (three) years (2012-13, 2013-14 and 2014-15)

If the bidder is the Manufacture’s authorised dealer, in that case - apart from his own qualification requirement of supplied, installed and satisfactorily commissioned at least 70 DWLRs with telemetry, the bidder’s principal (i.e. the Manufacturer ) must full fill the qualification requirement of - tested and supplied of 700 Nos DWLR]

* + - * 1. **All bids submitted shall also include the following information/documents:**

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

Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor’s report for the past three years, banker’s certificates, etc.

Brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.

Past supplies and satisfactory performance for both (A) and (B) above,

Confirm in clear terms that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.

Details of Service Centres and information on service support facilities that would be provided after the warranty period.

* + - * 1. **Bids from JV partners shall comply with the following Requirements:**
1. The bid, and in case of a successful bid the Form of Agreement, shall be signed by all the partners so as to be legally binding on all partners;
2. One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners;
3. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge;
4. Bid and performance securities of a Joint Venture must be in the name of Joint Venture submitting the bid;
5. All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the Form of Bid and in the Form of Agreement (in the case of a successful bid);
6. In the event of any default by any partner/partners of Joint Venture, the other partner/partners shall accept the liability and execute the contract in full;
7. Responsibilities in respect of supply of the lead firm as well as each of the Joint Venture partners shall be clearly indicated in the JV agreement;
8. The Joint Venture agreement shall not be cancelled or amended unilaterally without consent of the Purchaser and a statement to this effect should appear in the JV agreement;
9. A copy of the JV agreement entered into by the Joint Venture partners and registered shall be submitted with the bid; alternatively a letter of intent to execute a JV agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of proposed agreement;
10. The partner in-charge should be responsible for supply of **at least 40%** of the total requirement. The other partners shall be responsible for not less than 25% of the total requirement.
11. Reports on the financial standing of each partner including profit and loss statements, balance sheets and auditor’s reports for the past 5 years, and an estimated financial projection for the next two years shall be furnished along with the bid;
12. A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Joint Venture. A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.
13. Bids from agents are not acceptable in the case of JV and such bids will be treated as non-responsive.
14. The bidder or their associates with a Service Partner in India, (any authorized agency in India) should have well trained manpower

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| Section IV. Bidding Forms |

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Letter of Bid

|  |
| --- |
| *The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.****Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*** |

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

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

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

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

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

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) ;
2. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser’s country in accordance with ITB 4.6
4. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:**[*insert a brief description of the Goods and Related Services*]**;
5. The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;

1. The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[Specify in detail each discount offered.**]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[**Specify in detail the method that shall be used to apply the discounts**];

1. Our bid shall be valid for a period of **[*specify the number of calendar days*]**  days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
3. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
4. We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[[1]](#footnote-1)
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
3. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

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

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

Bidder Information Form

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

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

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

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

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|  |
| --- |
| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member : *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information Name: *[insert Authorized Representative’s name]* Address: *[insert Authorized Representative’s Address]* Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]* Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of*[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.🞎 In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Bidder is not dependent agency of the Purchaser

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

FORMAT FOR QUALIFICATION REQUIREMENT

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:

Name and address of Bidder

Address:

Phone: Telex: Fax

Classifications of Bidder: Manufacturer/ Authorized Agent/ Dealer / Others, please specify

Balance Sheet (Attach audited copies of past 3 years, 2012-13, 2013-14 and 2014-15).

Profit & Loss Statement of past 3 years (Attach audited copies of past 3 years, 2012-13, 2013-14 and 2014-15)

Licensed capacity to manufacture

|  |  |  |  |
| --- | --- | --- | --- |
| Description of equipment  | Size capacity  | Licensed capacity  | No. of Units Manufactured  |
|  |  |  | 2012-13 2013-14 2014-15 |

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

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

Location of Plant/ Factory (Complete Address):

Type of equipment manufactured and supplied during last 3 years

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  Name of equipment  | Capacity/ Size  | Nos. Manufactured  | Projects to which supplies are made  | No. of orders on hand  |
|    |   | 2012-13 2013-14 2014-15 |   |   |

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

Format for Performance Statement For the period of last (3) three years

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery  | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/ Consignee) |
| As per contract | Actual |
|  |  |  |  |  |  |  |  |
|   |   |   |   |   |   |   |   |
|  |  |  |  |  |  |  |  |
| Signature and seal of the Bidder |   |   |   |

Signature of the Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s JV Members Information Form

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

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

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

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

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|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative informationName: *[insert name of JV’s Member authorized representative]*Address: *[insert address of JV’s Member authorized representative]*Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Member authorized representative]*Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of*[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.🞎 In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Price Schedule Forms

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

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

| **(Group C bids, goods to be imported)****Currencies in accordance with ITB 15** | **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_** |
| --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| **Line Item****N°** | **Description of Goods**  | **Country of Origin** | **Delivery Date as defined by Incoterms** | **Quantity and physical unit** | **Unit price** **CIF *[insert place of destination]*****in accordance with ITB 14.8(b)(i)** | **CIF Price per line item****(Col. 5x6)** | **Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination specified in BDS** | **Agencies Commission in India** | **Total Price per Line item** **(Col. 7+8)** |
|  |  | ***[insert country of origin of the Good]*** | ***[insert quoted Delivery Date]*** | ***[insert number of units to be supplied and name of the physical unit]*** | ***[insert unit price CIP per unit]*** | ***[insert total CIP price per line item]*** | ***[insert the corresponding price per line item]*** |  | ***[insert total price of the line item]*** |
|  | **Digital Water Level Recorders (DWLRs) –Pressure Type (GW) with telemetry system** |  |  |  |  |  |  |  |  |
| 1 | Digital Water Level Recorders (DWLRs) with pressure sensor, data logger and telemetry system  |  |  | 700 Nos. |  |  |  |  |  |
| 2 | Extra cable as per site requirement (The quantity of 35,000 meters of cable is a tentative requirement for the purpose of evaluation. The actual requirement will vary from site to site and may be in the range up to 50 meter) |  |  | 35000Meters |  |  |  |  |  |
| 3 | Transmission system (GSM/ GPRS) for the DWLRs with GSM/ GPRS transmitters for each DWLRs # |  |  | 700Nos. |  |  |  |  |  |
| 4 | Windows-10 compatible Software for data retrieval system to Laptop computers/hand held devices (as backup to the telemetry system) |  |  | 18 Nos. CD/DVD. |  |  |  |  |  |
| 5 | Interface Cable connecting DWLR for manual downloading to laptop computer ## |  |  | 18 Nos. |  |  |  |  |  |
| 6 | Provide services for on-site assembly, commissioning and start-up of the equipment.**Refer explanatory note given below:**i) The cost for installation and testing shall have to be borne by the supplier.ii) purchaser will bear the cost of it's staff who will supervise the demonstration of the DWLRs. |  |  | 700 nos. |  |  |  |  |  |
| 7 | Soft copy of Operation & Instruction Manuals with 24X&7 online support.  |  |  |  |  |  |  |  |  |
| 8 | Mandatory Training in the installation and operation of the Digital Water Level Recorders (DWLRs) and all relevant software and system for Field officers and Technical Staff in selected Divisional office of the Ground Water Department of Uttar Pradesh. The training to include with hands on guidance for installation, testing, retrieval of data, maintenance of instrument etc. |  |  | 100 nos |  |  |  |  |  |
| 9 | Installation of Customized user friendly Software on server at purchaser’s end to receive data from DWLRs, data validation and transmission to website, as a backup to Cloud services requested for. |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | **Total Price** |  |  |

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

*# Data receiving system including Hardware, such as Server & related peripherals, for automatic data collection through telemetry system at a Central Place shall be procured separately by the purchaser.*

*## As a backup to the telemetry system, all the DWLRs shall be equipped with a data retrieval system to Laptop computers with Windows-10 compatible software. Laptop to be procured separately by the purchaser.*

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

| **(Group C bids, Goods already imported)****Currencies in accordance with ITB 15** | **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_** |
| --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** |
| **Line Item****N°** | **Description of Goods** | **Country of Origin** | **Delivery Date as defined by Incoterms** | **Quantity and physical unit** | **Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)** | **Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]** | **Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii)****(Col. 6 minus Col.7)** | **Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)****(Col. 5×8)** | **Price per line item for inland transportation and other services required in the Purchaser’s country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)** | **Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)** | **Agencies Commission in India** | **Total Price per line item****(Col. 9+10)** |
|  |  | ***[insert country of origin of the Good]*** | ***[insert quoted Delivery Date]*** | ***[insert number of units to be supplied and name of the physical unit]*** | ***[insert unit price per unit]*** | ***[insert custom duties and taxes paid per unit]*** | ***[insert unit price net of custom duties and import taxes]*** | ***[ insert price per line item net of custom duties and import taxes]*** | ***[insert price per line item for inland transportation and other services required in the Purchaser’s country]*** | ***[insert sales and other taxes payable per item if Contract is awarded]*** |  | ***[insert total price per line item]*** |
|  | **Digital Water Level Recorders (DWLRs) –Pressure Type (GW) with telemetrysystem** |  |  |  |  |  |  |  |  |  |  |  |
| 1 | Digital Water Level Recorders (DWLRs) with pressure sensor, data logger and telemetry system  |  |  | 700 Nos. |  |  |  |  |  |  |  |  |
| 2 | Extra cable as per site requirement (The quantity of 35,000 meters of cable is a tentative requirement for the purpose of evaluation. The actual requirement will vary from site to site and may be in the range up to 50 meter) |  |  | 35000meters |  |  |  |  |  |  |  |  |
| 3 | Transmission system (GSM/ GPRS) for the DWLRs with GSM/ GPRS transmitters for each DWLRs# |  |  | 700Nos. |  |  |  |  |  |  |  |  |
| 4 | Windows-10 compatible Software for data retrieval system to Laptop computers/hand held devices (as backup to the telemetry system) |  |  | 18 Nos. CD/ DVD. |  |  |  |  |  |  |  |  |
| 5 | Interface Cable connecting DWLR for manual downloading to laptop computer ## |  |  | 18 Nos.  |  |  |  |  |  |  |  |  |
| 6 | Provide services for on-site assembly, commissioning and start-up of the equipment. Refer explanatory note given below:i) The cost for installation and testing shall have to be borne by the supplier.ii) Purchaser will bear the cost of it’s staff who will supervise the installation, testing and field demonstration of the DWLRs) |  |  | 700 nos |  |  |  |  |  |  |  |  |
| 7 | Soft copy of Operation & Instruction Manuals with 24X&7 online support.  |  |  |  |  |  |  |  |  |  |  |  |
| 8 | Mandatory Training in the installation and operation of the Digital Water Level Recorders (DWLRs) and all relevant software and system for Field officers and Technical Staff in selected Divisional office of the Ground Water Department of Uttar Pradesh. The training to include with hands on guidance for installation, testing, retrieval of data, maintenance of instrument etc. |  |  | 100 nos |  |  |  |  |  |  |  |  |
| 9 | Installation of Customized user friendly Software on server at purchaser’s end to receive data from DWLRs, data validation and transmission to website, as a backup to Cloud services requested for. |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | **Total Price** |  |  |

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

*# Data receiving system including Hardware, such as Server & related peripherals, for automatic data collection through telemetry system at a Central Place shall be procured separately by the purchaser.*

*## As a backup to the telemetry system, all the DWLRs shall be equipped with a data retrieval system to Laptop computers with Windows-7 compatible software. Laptop to be procured separately by the purchaser.*

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

**Price Schedule: Goods Manufactured in the Purchaser’s Country**

| **Purchaser’s Country****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **(Group A and B bids)****Currencies in accordance with ITB 15** | **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_** |
| --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
| **Line Item****N°** | **Description of Goods**  | **Delivery Date as defined by Incoterms** | **Quantity and physical unit** | **Unit price EXW**  | **Total EXW price per line item****(Col. 4×5)** | **Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination** | **Cost of local labor, raw materials and components from with origin in the Purchaser’s Country****% of Col. 5** | **Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)** | **Total Price per line item****(Col. 6+7)** |
|  |  | ***[insert quoted Delivery Date]*** | ***[insert number of units to be supplied and name of the physical unit]*** | ***[insert EXW unit price]*** | ***[insert total EXW price per line item]*** | ***[insert the corresponding price per line item]*** | ***[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]*** | ***[insert sales and other taxes payable per line item if Contract is awarded]*** | ***[insert total price per item]*** |
|  | **Digital Water Level Recorders (DWLRs) –Pressure Type (GW) with telemetry system** |  |  |  |  |  |  |  |  |
| 1 | Digital Water Level Recorders (DWLRs) with pressure sensor, data logger and telemetry system  |  | 700 Nos. |  |  |  |  |  |  |
| 2 | Extra cable as per site requirement (The quantity of 35,000 meters of cable is a tentative requirement for the purpose of evaluation. The actual requirement will vary from site to site and may be in the range up to 50 meter) |  | 35000meters |  |  |  |  |  |  |
| 3 | Transmission network (GSM/ GPRS) for the DWLRs with GSM/ GPRS transmitters for each DWLRs *#* |  | 700 Nos. |  |  |  |  |  |  |
| 4 | Windows-10 compatible Software for data retrieval system to Laptop computers/hand held devices (as backup to the telemetry system) |  | 18 Nos. CD/DVD. |  |  |  |  |  |  |
| 5 | Interface Cable connecting DWLR for manual downloading to laptop computer ## |  | 18 Nos.  |  |  |  |  |  |  |
| 6 | Provide services for on-site assembly, commissioning and start-up of the equipment. Refer explanatory note given below:i) The cost for installation and testing shall have to be borne by the supplier.ii) Purchaser will bear the cost of it’s staff who will supervise the installation, testing and field demonstration of the DWLRs) |  | 700 nos |  |  |  |  |  |  |
| 7 | Soft copy of Operation & Instruction Manuals with 24X&7 online support.  |  |  |  |  |  |  |  |  |
| 8 | Mandatory Training in the installation and operation of the Digital Water Level Recorders (DWLRs) and all relevant software and system for Field officers and Technical Staff in selected Divisional office of the Ground Water Department of Uttar Pradesh. The training to include with hands on guidance for installation, testing, retrieval of data, maintenance of instrument etc. |  | 100 nos |  |  |  |  |  |  |
| 9 | Installation of Customized user friendly Software on server at purchaser’s end to receive data from DWLRs, data validation and transmission to website, as a backup to Cloud services requested for. |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | **Total Price** |  |  |

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

*# Data receiving system including Hardware, such as Server & related peripherals, for automatic data collection through telemetry system at a Central Place shall be procured separately by the purchaser.## As a backup to the telemetry system, all the DWLRs shall be equipped with a data retrieval system to Laptop computers with Windows-7 compatible software. Laptop to be procured separately by the purchaser.*

**Price and Completion Schedule - Related Services**

| **Currencies in accordance with ITB 15** | **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_** |
| --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **Service** **N°** | **Description of Services (excludes inland transportation and other services required in the Purchaser’s country to convey the goods to their final destination)**  | **Country of Origin** | **Delivery Date at place of Final destination** | **Quantity and physical unit** | **Unit price**  | **Total Price per Service** **(Col. 5\*6 or estimate)** |
|  |  | ***[insert country of origin of the Services]*** | ***[insert delivery date at place of final destination per Service]*** |  | ***[insert unit price per item]*** | ***[insert total price per item]*** |
|  | **Digital Water Level Recorders (DWLRs) –Pressure Type (GW) with telemetry system** |  |  |  |  |  |
| **S-1** | Installation and Comprehensive Warranty and Annual Operation & Maintenance for **700 DWLRS** with telemetry along with all accessories, installed at designated locations within Uttar Pradesh for a period of five (5) year after final acceptance and Up-gradation of all software associated with DWLR systems. This includes the replacement of batteries as and when required at bidder’s cost; the cost of communication using GSM, SIM and other related charges. # |  |  | Year 1 |  |  |
|  |  | Year 2 |  |  |
|  |  | Year 3 |  |  |
|  |  | Year 4 |  |  |
|  |  | Year 5 |  |  |
| **S-2** | Charges for monitoring and providing data through cloud server for installation period and for further 5 years after final acceptance. The Purchaser would have full access to the cloud server including administrative passwords and ownership of DNS. |  |  | During Installation Phase |  |  |
|  |  | Year 1 |  |  |
|  |  | Year 2 |  |  |
|  |  | Year 3 |  |  |
|  |  | Year 4 |  |  |
|  |  | Year 5 |  |  |
|  |  |  |  |  |
|  |  |  |  | **Total Bid Price** |  |  |

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

*# After successful commissioning, the supplier will provide warranty and Annual Operation & Maintenance Services for 5 years.*

Form of Bid Security

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

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

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

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

**Date:***[Insert date of issue]*

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

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

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

Furthermore, we understand that, according to the Beneficiary’s conditions, bids must be supported by a bid guarantee.

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

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

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

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary

in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[Signature(s)]*

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

Form of Bid Security (Bid Bond)

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

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],***authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*[[2]](#footnote-2)*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

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

1. has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*(Signature) (Signature)
(Printed name and title) (Printed name and title)*

Form of Bid-Securing Declaration

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

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

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

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

 To: *[complete name of Purchaser]*

 We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

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

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

Name of the Bidder**\***

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

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

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

Manufacturer’s Authorization

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

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

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

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

 To: *[insert complete name of Purchaser]*

 WHEREAS

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

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

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

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

 Title: *[insert title]*

 Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

Section V. Eligible Countries

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

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

Under ITB 4.7(a) and 5.1: *None.*

Under ITB 4.7(b) and 5.1:  *None.*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

 Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

 “**Fraud and Corruption:**

 1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub- contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[[3]](#footnote-3) In pursuance of this policy, the Bank:

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

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[[4]](#footnote-4);

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[[5]](#footnote-5)

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[[6]](#footnote-6)

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[[7]](#footnote-7)

(v) "obstructive practice" is:

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

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,[[8]](#footnote-8) including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[[9]](#footnote-9);

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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# PART 2 – Supply Requirements

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| Section VII. Schedule of Requirements |

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| --- |
| 1. List of Goods and Delivery Schedule |
| **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*]** |
|  | **Digital Water Level Recorders (DWLRs) –Pressure Type (GW) with telemetry system** |  |  |  |  |  |  |
| 1 | Digital Water Level Recorders (DWLRs) with pressure sensor, data logger and telemetry system  | 700  | Numbers | [As given in the list of consignees at 1.1 | Delivery, Installation, testing & Commissioning of DWLRs with telemetry system shall be completed within 4 (four) months, including monsoon season, from date of signing of Contract Agreement at destination as mentioned in list of consignee | Delivery, Installation, testing & Commissioning of DWLRs with telemetry system shall be completed within 6 (six) months, including monsoon season, from date of signing of Contract Agreement at destination as mentioned in list of consignee |  |
| 2 | Extra cable as per site requirement (The quantity of 35,000 meters of cable is a tentative requirement for the purpose of evaluation. The actual requirement will vary from site to site and may be in the range up to 50 meter) | 35,000 | meters | [As given in the list of consignees at 1.1 |
| 3 | Transmission network (GSM/ GPRS) for the DWLRs with GSM/ GPRS transmitters for each DWLRs *#* | 700  | Numbers | [As given in the list of consignees at 1.1 |
| 4 | Windows-10 compatible Software for data retrieval system to Laptop computers (as backup to the telemetry system) | 18 | Number of CDs / DVDs | [As given in the list of consignees at 1.1 |
| 5 | Interface Cable connecting DWLR for manual downloading to laptop computer ## | 18 | Numbers | [As given in the list of consignees at 1.1 |
| 6 | Provide services for on-site assembly, commissioning and start-up of the equipment. Refer explanatory note given below:i) The cost for installation and testing shall have to be borne by the supplier.ii) Purchaser will bear the cost of it’s staff who will supervise the installation, testing and field demonstration of the DWLRs) | 700 nos | years | [As given in the list of consignees at 1.1 |
| 7 | Soft copy of Operation & Instruction Manuals with 24X&7 online support.  |  | Sets |  |  |  |  |
| 8 | Mandatory Training in the installation and operation of the Digital Water Level Recorders (DWLRs) and all relevant software and system for Field officers and Technical Staff in selected Divisional office of the Ground Water Department of Uttar Pradesh. The training to include with hands on guidance for installation, testing, retrieval of data, maintenance of instrument etc. | 100 | nos |  |  |  |  |
| 9 | Software uploadation on server at purchaser’s end to receive data from DWLRs and transmit data to website, as a backup to the cloud service requested for. |  |  |  |  |  |  |

1. Bids offering for partial items or part quantity of an item shall be considered as **non-responsive and rejected.**
2. Installation of equipments shall be carried out only in presence of qualified service engineer of the Supplier and authorized representatives of the Ground Water Department, Uttar Pradesh.
3. For DWLR with telemetry all incidental services to make the equipment functional, like the GSM/GPR connection required for making the Telemetry system of the DWLR shall be arranged for by the bidder. The operation cost of GSM/GPR connection during the warranty period and AMC period shall be borne by the bidder.
4. District wise number of piezometers where the DWLRs are to be installed are indicated in the document.

*# Data receiving system including Hardware, such as Server & related peripherals, for automatic data collection through telemetry system at a Central Place shall be procured separately by the purchaser.*

*##As a backup to the telemetry system, all the DWLRs shall be equipped with a data retrieval system to Laptop computers with Windows-10 compatible software. Laptop to be procured separately by the purchaser.*

|  |
| --- |
| 1.1 List Of Consignees (Annexure 1.1) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. N0.** | **Name of Division** | **Name of District** | **No of DWLRs with telemetry** | **Consignee** |
| 1 | Moradabad | Moradabad | 30 | Executive Engineer, Ground Water Department,  Division-Moradabad |
| Amroha | 30 |
| Bijnor | 30 |
| **Total** | **90** |
| 2 | Saharanpur | Muzaffar Nagar | 30 | Executive Engineer, Ground Water Department, Division-Saharanpur  |
| Shamli | 30 |
| Saharanpur | 20 |
| **Total** | **80** |
| 3 | Bareilly | Badaun | 32 | Senior Hydrogeologist, Ground Water Department, Division- Bareilly |
| Bareilly | 30 |
| **Total** | **62** |
| 4 | Lucknow | Lucknow | 30 | Senior Hydrogeologist, Ground Water Department, Division-Lucknow |
| Unnao | 30 |
|  Rae-Bareli | 30 |
| **Total** | **90** |
| 5 | G.B Nagar | Ghaziabad | 30 | Executive Engineer, Ground Water Department, Division-G.B Nagar |
| G.B Nagar | 30 |
| Bulandshahar | 30 |
| **Total** | **90** |
| 6 | Allahabad | Fatehpur | 30 | Executive Engineer, Ground Water Department, Division - (Mech.)Allahabad |
| Allahabad | 30 |
| Kaushambi | 30 |
| **Total** | **90** |
| 7 | Varanasi | Jaunpur | 30 | Senior Hydrogeologist, Ground Water Department,  Division - Varanasi |
| Varanasi | 30 |
| Chandauli | 30 |
| **Total** | **90** |
| 8 | Kanpur | Kanpur Nagar | 20 | Executive Engineer, Ground Water Department, Division - Kanpur |
| Farrukhabad | 5 |
| Kannauj | 10 |
| Etawah | 13 |
| **Total** | **48** |
| 9 | Meerut | Meerut | 30 | Senior Geophysicist, Ground Water Department, Division (Geophy.)-Meerut  |
| Baghpat | 30 |
| **Total** | **60** |
|   |   | **Grand Total** | **700** |   |

**Note:** (i) The DWLRs with Telemetry system shall be supplied, installed and commissioned on the Piezometers located at different places within the 26 districts of Uttar Pradesh covering various river basins under the supervision of the respective consignees (Divisional Heads) indicated above.

 (ii) The location/numbers of Piezometers, as proposed, may vary depending upon the field condition/requirement.

|  |
| --- |
| 2. List of Related Services and Completion Schedule  |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** | **Remarks** |
| **B.** | **Digital Water Level Recorders (DWLRs) –Pressure Type (GW) with telemetry system** |  |  |  |  |  |
| ***S-1*** | Installation and Comprehensive Warranty and Annual Operation & Maintenance for **700 DWLRS** with telemetry along with all accessories, installed at designated locations within Uttar Pradesh for a period of five (5) year after final acceptance and Up-gradation of all software associated with DWLR systems. This includes the replacement of batteries as and when required at bidder’s cost; the cost of communication using GSM, SIM and other related charges. # | 700 | nos |  |  | The Supplier shall carry-out preventive as-well-as breakdown maintenance activities to ensure that all DWLRs execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation, worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than (3) three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost. The Supplier’s engineer shall make a site visit and commence repair work on the equipment within 72 hours of being notified of equipment malfunction. |
| **S-2** | Charges for monitoring and providing data through cloud server for installation period and for further 5 years after final acceptance. The Purchaser would have full access to the cloud server including administrative passwords and ownership of DNS. | 1 | nos |  |  |  |
|  |  |  |  |  |  |  |
|  |

# After successful commissioning, the supplier will provide warranty and Annual Maintenance Services for 5 years

**3. Technical Specifications**

**Summary of Technical Specifications**

*The Goods and Related Services shall comply with following Technical Specifications and Standards:*

1. **Specifications of the DWLR, Pressure Type (GW) with Telemetry System**

| **Sl no.** | **Name of Goods- its Features** | **Tender Specification *and Standards*** |
| --- | --- | --- |
|  |  |  |
| 1.           | **Pressure sensor** |   |
| Sensor Type | **Non Vented Pressure Sensor** with Barometric Pressure Correction for Individual Sensor  |
| Measuring Range | 0-50 m (water column) :*However, the full scale measuring range and installation depth will be specified by the implementing Agency depending upon their local requirements.*  |
| Overall Accuracy | 0.1% Full Scale or better  |
| Temperature Coefficient | <0.01% Full scale/degree centigrade for water temperatures between 10 degree centigrade and 40 degree centigrade  |
| Reproducibility | 0.05% full scale or better. |
| Long Term Stability | 0.1% Full Scale or better and should ensure long term stability without any field calibration requirements. |
| Burst pressure | >3 times Full scale. |
| Overload pressure | 2 times full scale or better, without effect on calibration. |
| Over voltage protection on supply & sensor wires  | Over voltage protection should be provided on power supply lines. |
| 2.             | **Data logger** |   |
| Resolution of measurement | 1 mm or better  |
| Measuring interval | Should be programmed to store data from 1 minute one reading to 24 hours one reading  |
| Settling up Time | < 30 minutes after submersion. |
| Recording capacity | Non-Volatile flash data storage of more than 200000 data points (at least). |
| Memory type | Non-Volatile Memory  |
| Power supply | Should be equipped with lithium or alkaline battery pack, giving at least 2 years operation .Batteries must be replaceable in the field or in local offices of the Implementing Agency or supplier .Replacement batteries must be easily available in India  |
| Communication Interface | The logger must be capable of connection to a computer via USB 2.0 or better and supply should include the necessary interface cables. The logger must be capable of connection to a telemetry system  |
| Operating temperature | Up to 60°C |
| Operating humidity  | Up to 100 %  |
| Built in clock | Accurate to ± 1 minute per month |
| Displayed time resolution | 1 second or better |
| Over-voltage protection  | Should include lightening, over voltage and surge protection |
| 3.         | **Enclosure for Pressure sensor and data logger** | Data logger should be concealed into a single tubular enclosure, which is waterproof and corrosion proof.  |
| Dimensions  | Outer diameter : <= 50 mm |
| Material  | Titanium, Stainless Steel or other corrosion resistance material |
| Installation  | The data logger should be provided with a suspension bracket allowing secure installation within the Piezometers’ head-works, including appropriate cable mounting to allow the sensor to be adjusted to the required depth, in a stable and reproducible manner.  |
| Ambient Condition | Up to 60 0 C and 100% humidity |
| Cable  | The cable shall have following features:- |
| Strength members for good longitudinal stability of cable. |
| The cable and contacts should be fixed or quick connect. |
| Cable should have good flexibility and durability. |
| Should be of Polyurethane Jacket or better |
| The electrical wires shall have sufficient conductivity to allow for extension of the cable to up to 150 mt without degrading accuracy, stability and data communication |
| **4** | **Telemetry System** | GSM/ GPRS/edge based data transmission system with at least **two years** power backup (see supplementary Specification)Bidder is to acquire, manage, and operate a data collection, storage, processing, and dissemination to support the activities as shown in Annexure-1. The bidder shall arrange cloud server as primary server (meeting requirements given in **Annexure-1** (at next page) and a hardware server/storage system for additional backup to be kept with the purchaser |
| 4.1 | Data Retrieval/Receiving System (DRS) | The bidder will do Software uploading on server at purchaser’s end to receive data from DWLRs and transmit data to website, as a backup to cloud server requested for.  **Note:** **A data receiving facility (along with a server, peripherals and other required Operating system, hardware, etc.) shall be purchased separately by the purchaser.**  |
| 4.2 | DRS cable  | DRS cable of 1 meter length capable to connect DWLR with laptop for data receiving. |

**Annexure -1**

**Specifications for Data Services**

Bidder is to acquire, manage, and operate a data collection, storage, processing, and dissemination to support the following activities during 2 years warranty period and 5 years AMC period for DWLRs with telemetry system. The bidder shall arrange cloud server as primary server (meeting requirements given below). The system should be replicated on the Server hosted by Purchaser as a backup to Cloud server.

**Note:** A hardware server/storage system for additional backup shall be purchased separately by the purchaser.

| **S. No.** | **Parameter** | **Functionality requirement** |
| --- | --- | --- |
|  | Data collection performance | Real-time data collection from all data stations. Purchaser may request changes in data collection schedule on an as-needed basis.  |
|  | Web server for data presentation | 1. Daily, Monthly, Annual station summaries providing minimum, maximum, average, and standard deviation, along with indication of record high or record low values.
2. Ad-hoc queries of all data for a given station, or sensors from numerous stations for time periods of the choosing by the purchaser. Data will be presented in tabular format on the web.
3. Data graphs (sensor x time), with the ability to graph data up to one year, and the ability to graph multiple stations and/or multiple sensors per graph.
4. Data maps allowing station data to be plotted with other stations as requested by the purchaser.
5. Data download for any period of time for any combination of stations or sensors on an ad-hoc basis. Data download formats will be EXCEL, CSV, and XML format.
 |
|  | Warning/alarm system | Alarm software configurable over the web and by the purchaser. The alarm software will perform threshold tests on data (minimum, maximum, and rate of change) separately configurable for each station, and each sensor. Notification will be user configurable and will occur by email, SMS text message, or automated voice. |
|  | Data maintenance | All activities occurring at the remote stations or on the computer system will be recorded and viewed over the web. This data base will be maintained by the bidder during the warranty and maintenance period and will include a log of activities during every station visit. |
|  | Accessibility | Web pages will be arranged to allow access that is password protected. There shall be three levels of access, consisting of:1. Administrator: This account shall be able to create/manage the accounts of others. This account will also have the privileges of Super-User, Data Entry, and User below.
2. Super-User: This account will allow for the configuration of alarms as well as other configurable data. This account will also have all of the privileges of the Data Entry and User accounts.
3. Data Entry: This account will allow for the manual entry of data either through an electronic data file, or manual entry on the keyboard. This account will have all of the privileges of the User account.
4. User: This account will be able to simply view products on the web page as well as execute ad-hoc queries.
 |
|  | Database Storage system | Storage of all raw data in a relational data base. This data base will be backed up in such a way that it is not possible to lose data that has already been stored with the use of mirrored or replicated storage. A Back up hardware server will be provided with the Purchaser. |
|  | Data processing and quality control | Data processing and quality control of data shall be required, along with the storage. Both raw and corrected data shall be stored in the data base with both data sets available over the web server and web pages. |
|  | Number of users | Various users authorized by purchaser can see the data on Website.  |
|  | Availability | Data Server will be available 24 hours a day, 7 days a week. |
|  | Help desk | Bidder to operate help desk to respond to queries from the purchaser. Help desk will be able to solve any problems related to data collection, processing, and dissemination to the purchaser. Help desk will be available from 8am to 6pm, Monday – Friday. |

**(B) Specifications for Data Transmission System (Telemetry)**

The transmission system should be tightly integrated with the DWLR, along with compact remote/field mounted systems consisting of data logger, modem and antenna in one single metal cast housing (Die Cast)

1. The system should be watertight (IP67 or equivalent) and impact resistant;
2. The system should allow easy access into the well for control measurements without removing complete system;
3. System must be power-supplied by standard lithium/alkaline batteries for operation time of at least **two years** by one set of batteries (one transmission per day, 4 measurements per day) and must be placed in a water resistant (IP67 or equivalent) cylindrical container in the pipe. The replacement of batteries during two years warranty and five years of O&M would be responsibility of the bidder, **at bidder’s cost**.
4. The system must have integrated energy management system using free programmable time slots for measurement and transmission to minimize power consumption;
5. The connectors should be water-tight (IP67 or equivalent).
6. An alarm notification must be sent by the system via SMS to four mobile phone numbers through suitable means of communication in case of station component failure. This includes battery performance (battery voltage) and life expectancy.
7. A standard USB communication interface should be available for set up and configuration and must be easily accessible.
8. All measurement and set up options, data download and programming of data logger shall also be done by online session similar to all functions at site by direct connection to a PC or PDA without any difference;
9. Option for Blue Tooth/IR/Wi-Fi interface should be available for data download to Laptop Computer (At least one among the three options should be provided)
10. Option for Data download / retrieval from remote PC via GSM/GPRS network compatible to 900& 1800(Quad Band) under software control. Output of this software should be in standard ASCII/CSV/XML format.
11. The software should be provided to allow download of data from the data logger on to a Laptop/hand held devices in the field.

**Bidder shall furnish clause by clause commentary against the laid down technical specification and standards as per the format given below:**

TECHNICAL RESPONSIVENESS FORM

(C) Summary of Instructions

1. Particulars of Manufacturer and local agent cum representative are to be given under rows Model and Address.
2. All entry boxes in column “**Specification and Standards as offered in by Bidder”** shall be filled-in accurately and comprehensively. Quantitative fields shall be filled in accurately. It is not acceptable to use ‘Yes’, No, Compliant or similar evading words. Following format is designed to help the Bidder to understand the requirements of the equipment being procured. The Bidder must describe in the format how his bid responds to the technical requirements of the equipment. Bidder to note that one or two word responses (e.g. “Yes”, “No” “will comply” or similar evading words) are normally not sufficient to confirm the responsiveness with the technical requirements, hence elaborate responses are sought from the bidders. **Even if any one of the following technical requirements of equipment is not as per the minimum criteria mentioned, the bids would be declared “non-responsive” and would not further be considered for evaluation purposes.**
3. Requested materials and information shall be enclosed with the bid and be unambiguously associated with instruments as offered in the bid
4. Negligence to comply with the instructions and requirements as stated above makes the bid liable to be rejected.
5. Abbreviations: OD-Outer Diameter; ID-Inner Diameter; FS-Full Scale; Pa-Pascal (unit of pressure), DWLR-Digital Water Level Recorder; DRS-Data Retrieval System; HHT-Hand Held Terminal.
6. Sample interval is the interval at which samples or sensor readings are taken. The recording interval defines the interval at which the data records are stored in memory. A data record can represent a single sample or the average of a number of samples. In particular the result of the wave suppression filter is a single record representing the average value of a number of samples.
7. Entries requiring special attention:
8. The longitudinal properties of the suspension cable affect the accuracy directly. Bidder to specify all factors affecting the longitudinal properties of the suspension cable: e.g. length creeps due to sensor and cable weight (submerged) longitudinal temperature coefficient, uncoiling after installation, expansion/contraction of jack due to temperature and aging, etc.
9. Bidder to specify how moisture is prevented to enter into the vent tube. ***(applicable only in case of vented sensor, not applicable for Non-Vented Sensor with barometric correction sensor)***
10. In entries 7.0 to 10.0 the bidder's experience with the offered equipment should be clearly reflected. The proposed maintenance interval and the recommended spares as offered in the bid shall be based on instrument deployment history. The training proposal shall be based on experience in similar cases. Moreover, it shall consider the educational level and specialization of the trainees.

(E) Bidder shall provide information in the formats given below:

1. Make/ Model/ Local Agent etc.:

| Bidder | DWLR make/ model | Pressure sensor make/ model | DRS make/ model | Local Agent |
| --- | --- | --- | --- | --- |
| Name / Complete Address/Website/Email | Model: Manufacturer:Name:Place:Tel:Fax:E-mail:WWWeb: | Model: Manufacturer:Name:Place:Tel:Fax:E-mail:WWWeb: | Model: Manufacturer:Name:Place:Tel:Fax:E-mail:WWWeb: | Name: Address:Tel:Fax:E-mail:WWWeb: |

1. Clause by Clause Commentary against laid down technical specifications:

**Specifications of the DWLR, Pressure Type (GW) with telemetry system**

| **1** | **2** | **3** | **4** | **5** |
| --- | --- | --- | --- | --- |
| **Sl no.** | **Name of Goods- its Features**  | **Required Specification and Standards as per Bidding Document** | **Specification and Standards as offered in by Bidder**  | **Remarks** |
|  |  |  |  |  |
| 1.           | **Pressure sensor** |   |  |  |
| Sensor Type | Non Vented Sensor with Barometric pressure correction on individual equipment |  |  |
| Measuring Range | 0-50m (water column)However, the full scale measuring range and installation depth will be specified by the implementing Agency depending upon their local requirements.  |  |  |
| Overall Accuracy | 0.1% Full Scale or better  |  |  |
| Temperature Coefficient | <0.01% Full scale/degree centigrade for water temperatures between 10 degree centigrade and 40 degree centigrade  |  |  |
| Reproducibility | 0.05% full scale or better. |  |  |
| Long Term Stability | 0.1% Full Scale or better and should ensure long term stability without any field calibration requirements. |  |  |
| Burst pressure | >3 times Full scale. |  |  |
| Overload pressure | 2 times full scale or better, without effect on calibration. |  |  |
| Over voltage protection on supply & sensor wires  | Over voltage protection should be provided on power supply lines. |  |  |
| 2.             | **Data logger** |   |  |  |
| Resolution of measurement | 1 mm or better  |  |  |
| Measuring interval  | Should be programmed to store data from 1 minute one reading to 24 hours one reading  |  |  |
| Settling up Time | < 30 minutes after submersion. |  |  |
| Recording capacity | Non-Volatile flash data storage of more than 200000 data points (at least). |  |  |
| Memory type | Non-Volatile Memory  |  |  |
| Power supply | Should be equipped with lithium or alkaline battery pack, giving **at least 2 years** operation .Batteries must be replaceable in the field or in local offices of the Implementing Agency or supplier .Replacement batteries must be freely available in India  |  |  |
| Communication Interface | The logger must be capable of connection to a computer via USB 2.0 or better and supply should include the necessary interface cables. The logger must be capable of connection to a telemetry system  |  |  |
| Operating temperature | Up to 60°C |  |  |
| Operating humidity  | Up to 100 %  |  |  |
| Built in clock | Accurate to ± 1 minute per month |  |  |
| Displayed time resolution | 1 second or better |  |  |
| Over-voltage protection  | Should include lightening, over voltage and surge protection  |  |  |
| 3.         | **Enclosure for Pressure sensor and data logger** | Data logger should be concealed into a single tubular enclosure, which is waterproof and corrosion proof.  |  |  |
| Dimensions  | Outer diameter : < 75 mm |  |  |
| Material  | Titanium, Stainless Steel or other corrosion resistance material |  |  |
| Installation  | The data logger should be provided with a suspension bracket allowing secure installation within the Piezometers’ head-works, including appropriate cable mounting to allow the sensor to be adjusted to the required depth, in a stable and reproducible manner.  |  |  |
| Ambient Condition | Up to 60 0 C and 100% humidity |  |  |
| Cable  | The cable shall have following features:- |  |  |
| Strength members for good longitudinal stability of cable. |  |  |
| The cable and contacts should be fixed or quick connect. |  |  |
| Cable should have good flexibility and durability. |  |  |
| Should be of Polyurethane Jacket or better |  |  |
| The electrical wires shall have sufficient conductivity to allow for extension of the cable to up to 150 mt without degrading accuracy, stability and data communication |  |  |
| **4** | **Telemetry System** | GSM/ GPRS/edge based data transmission system with at least **two years** power backup (see supplementary Specification) |  |  |
| 5 | **Data Receiving System** | The bidder will do Software uploading on server at purchaser’s end to receive data from DWLRs and transmit data to website.  **Note:** **A data receiving facility (along with a server, peripherals and other required Operating system, hardware, etc.) shall be purchased separately by the purchaser.**  |  |  |

| **Specifications for Data Transmission System ( Telemetry)** |  |  |
| --- | --- | --- |
| Sl | **Required Specification and Standards as per Bidding Document** | **Specification and Standards as offered in by Bidder**  | **Remarks** |
|  |  |  |  |
|  | The transmission system should be tightly integrated with the DWLR, along with compact remote/field mounted systems consisting of data logger, modem and antenna in one single metal cast housing (Die Cast) |  |  |
|  | The system should be watertight (IP67 or equivalent) and impact resistant; |  |  |
|  | The system should allow easy access into the well for control measurements without removing complete system; |  |  |
|  | System must be power-supplied by standard lithium/alkaline batteries for operation time of at least **two years** by one set of batteries (one transmission per day, 4 measurements per day) and must be placed in a water resistant (IP67 or equivalent) cylindrical container in the pipe. |  |  |
|  | The system must have integrated energy management system using free programmable time slots for measurement and transmission to minimize power consumption; |  |  |
|  | The connectors should be water-tight (IP67 or equivalent).  |  |  |
|  | An alarm notification must be sent by the system via SMS to four mobile phone numbers through suitable means of communication in case of station component failure. This includes battery performance (battery voltage) and life expectancy. |  |  |
|  | A standard USB communication interface should be available for set up and configuration and must be easily accessible. |  |  |
|  | All measurement and set up options, data download and programming of data logger shall also be done by online session similar to all functions at site by direct connection to a PC or PDA without any difference; |  |  |
|  | Option for Blue Tooth/IR/Wi-Fi interface should be available data download to Laptop Computer (At least on of the three options must be provided) |  |  |
|  | Option for Data download / retrieval from remote PC via GSM/GPRS network compatible to 900& 1800(Quad Band) under software control. Output of this software should be in standard ASCII/CSV/XML format. |  |  |
|  | The software should be provided to allow download of data from the data logger on to a Laptop in the field |  |  |

5. Inspections and Tests

The following inspections and tests shall be performed:

**General:**

1. After manufacture, the supplier shall get each equipment/item of Goods inspected in manufacturer/s works and forward to the Purchaser along with his letter seeking inspect a test certificate along with guarantee/warranty certificate confirming that the equipment/item of Goods conform to contract specifications.
2. Upon receipt of the test certificate, the purchaser or its representative shall arrange for inspection and/or test of any or part or all the equipments/Goods prior to issuance of dispatch clearance. In cases where the supplies are received from abroad, the purchaser may waive the pre-dispatch inspection.
3. However, the inspection and dispatch clearance by the Purchaser or the waiver thereof shall not prejudice the right of the Purchaser or its consignee to test the equipment/goods on receipt at destination. Upon receipt of the goods at final destination, the Purchaser shall have the right to inspect and/or test the equipment/Goods to confirm their conformity to contact specifications.
4. If the equipment fails to meet the contract specifications during inspection, whether pre dispatch or upon receipt of at final destination, the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to ensure that all supplies meet with the specifications specified in the contract

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

* + - 1. The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier’s inspection report and manufacturer’s warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation.
				1. Site Preparation and Installation: The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection before the installation of the DWLRs and associated telemetry system
				2. For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment.
			2. Complete hardware and software as specified in ‘List of Goods and Delivery Schedule’ Under the Schedule of Requirement should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
			3. The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% (purchaser to modify as considered appropriate for each case) for the duration of test period shall be considered as satisfactory.
			4. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.
			5. DWLRs procured would be subject to the Acceptance Protocol given below

**ACCEPTANCE PROTOCOL**

**General**

The delivery of goods/equipment and software should be in accordance with the contract agreement and the process of delivery will adhere to the following ‘Acceptance Protocol’. The Acceptance Protocol shall serve as a formal guidance during delivery of the DWLRs. Its primary goals are twofold.

Ascertain the delivery and completeness of all ordered the products and related documents.

Check the functioning of the equipment and software in a formal way against the specifications by application of Acceptance Tests. The tests also verify the accuracy and stability of the equipment.

The Acceptance Protocol shall be executed in close co-operation between the Supplier and the Client.

Products shall be accepted only if they meet the requirements and are functioning in compliance with the technical specifications, and the related documents are complete and correct. Defective products and any other discrepancies shall have to be replaced/ resolved, within a pre-defined time frame.

**Documents**

The following documents shall accompany the delivery of the instruments and software:

Administrative and Quality Assurance (QA) documents

Test and calibration documents

Manuals and Guidelines

All documents shall have identification and references to subject or instrument, date, time, location and officer in charge.

The Acceptance Report lays down the findings and observations during the execution of the Acceptance Protocol and is a formal document to record the acceptance or rejection of any item as covered in the Bid document. Any flaws or findings are to be reported. The forms and checklists filled out during the execution of the Acceptance Protocol are to be enclosed with the Acceptance Report. The Supplier receives a signed copy of the Acceptance Report, which the Supplier can use as proof that the items listed in the report were accepted.

The content of the various documents shall be as follows:

* 1. Administrative and QA documents: These QA documents shall include:
1. Production documents associated with the instruments.
2. Type codes, serial numbers and other identification data on, possibly externally procured, sensors and major assemblies, to clearly demarcate the sensors/major assemblies associated with each DWLR.
3. Shipping documents indicating instrument/product type, serial number, measuring range, cable length and other similar data.
	1. Test and calibration documents:
4. A comprehensive Method Statement on the applied calibration and in-factory test procedures shall accompany the bid. The Method Statement should define the test and calibration methods applied on the instruments and the components thereof. The Method Statement shall also include, for each calibrated product, an audit trail to national standards on all instruments and facilities used for testing and calibration. The Audit Trail Report shall associate the calibration of the reference instruments and test equipment to the national calibration standards.
5. If the Supplier or Manufacturer is not in a position to deliver an Audit Trail Report to the national standards, the Manufacturer shall explain what the quality standards are and how they are maintained and monitored.
6. Conditions during calibration, such as room and/or instrument temperature, equipment and facilities used, shall be included in the calibration and test documents.
7. The test and calibration documents shall contain the data generated during calibration and testing, including:
* Calibration data supplied by the Manufacturer of pressure sensor
* Calibration and test data of the data-logger electronics
* Calibration data on overall DWLR calibration, i.e. comprising both pressure sensor and electronics. A table listing applied reference pressures versus instrument readings is to be delivered for each sensor and instrument. Furthermore, that table shall also show the test conditions during calibration
* Data on hysteresis test, temperature tests, zero stability test, scale stability test
* Humidity test, in particular for vented gauge pressure sensors
* Temperature cycling of sensor and electronics
* Spray test on enclosure(s), connectors and cables
	1. Manuals and Guidelines
1. The manuals shall meet the requirements on style and clarity, completeness, preciseness, detail and accessibility. This includes:
* System manual,
* Operation, Maintenance and Service manuals,
* Observation guideline, and
* Training handouts.

**Acceptance Tests**

* 1. General
1. Qualified engineers under responsibility of a test manager shall execute the Acceptance Tests. The progress of the Acceptance Tests would be monitored and supervised by the Client and/or his authorised representative. The Client may have any tests redone or additional tests executed as deem required based on the results of previous tests conducted. The Client's and/or his authorised representative shall have the right of access to any instrument and may request any data or information at any time. The Supplier has the obligation to deliver requested information without delay; i.e. collected test data and documents must be available at the test site.
2. It is important that all activities (what, when, where, who, which instrument, etc.) are annotated and uniquely linked to the individual instruments.
3. The Acceptance Tests mainly comprise three levels viz.:
* Functional Tests: The Functional Tests shall verify the proper functioning of the instruments and the associated software. Primary goal is to verify that the instrument performs its functions according to the bid specifications.
* Accuracy Tests: The Accuracy Tests shall verify that each individual instrument is functional and operates according to the bid specifications. A number of relatively simple accuracy tests are routinely exercised on the instruments.
* Overall Test: The main purpose of the Overall Test is to verify the common features that are identical to all the instruments in a series. Typical components of the Overall Test are:- in-built software functions, materials of the instrument, cables, connectors, etc. Further tests include battery and memory autonomy, details of sensor specifications like temperature effects, hysteresis, long term stability etc.
* The above tests can be executed at any one of the following locations:- Premises of the Manufacturer/Supplier; Premises of the Client; Independent organisation; at Site of installation
1. The charges for testing shall be borne by the Manufacturer/Supplier. The Client and/or his authorised representative may at his cost opt to be present during the performances of the tests.
2. If the tests are executed at the Client's premises, the charge for testing shall be borne by the Client and the Supplier shall be responsible for conducting the tests. The bidder in his bid shall indicate the name of independent organisation and the charges for testing. The Client reserves the right to accept the independent organisation and its charges or get the tests done by any other agencies. However, the Supplier would be permitted to be present at these tests.

(Explanatory Note: Test report from manufacturer would be acceptable. In case purchaser desires to test the system from independent agency (ies), testing charges would be borne by purchaser.)

1. The details of these tests are as follows.
	1. Functional Tests: The Functional Tests include: visual inspection, and user tests.
		1. Visual Inspection: Visual inspection includes the following activities.
2. All items are visually checked for damage, e.g. on cables, sensor and housing.
3. Availability of non-removable identification codes and specifications are verified, e.g. serial number, type identification, manufacturer and measuring range.
4. Cables have to be marked: each cable is to have an identification code and name.
5. Cable connectors shall have their ends marked suitably to indicate the device to which it is to be connected, e.g. PC, HHT, Power Supply etc. Suitable precaution shall be taken so that the connectors are not connected to wrong terminals, i.e. it shall be impossible to connect a power cable to a communication bulkhead socket.
	* 1. User tests
6. All instruments have to be identical except for measuring range, cable length, identification code and similar aspects. Consequently there is no need to check the functionality of all systems. It is assumed that the functional compliance with the specifications is tested under the Overall Tests. The objective of the user test is to detect any malfunction and/or defect. From practical point of view, the user tests can be coupled with other test, e.g. the stability tests.
7. Basic functions to be tested are:
* Pre-deployment preparation, e.g. setting of clock, erasing of memory, setting data logging parameters, entry of identification data
* Facilities for execution of on-site functional checks
* Data retrieval and data transfer to PC
* Conversion of retrieved data into ASCII table for application by user's software
* Battery status and voltage
* Simple output test by observing pressure reading while the sensor is immersed in a bucket filled with water
	1. Accuracy Tests: The Accuracy tests include:
* accuracy tests on clock, and
* accuracy tests on pressure measurement
	+ 1. Accuracy tests on clock
1. The clock of the datalogger shall be carefully checked against national time, e.g. taking the radio broadcast time beeps as a reference. The datalogger clock is set precisely and checked at the start of the individual tests and upon instrument and/or data retrieval. In between, the clock should not be re­adjusted.
2. The clock test shall cover at least 3 days to get sufficient time resolution. The reference clock, e.g. a watch, must be carefully tuned against national time prior to and during the tests. The clock drift, converted to seconds per month (31 days) shall comply with the defined specifications. This test method makes use of the specified time resolution of 1 s.
	* 1. Accuracy tests on pressure measurement
3. The accuracy test on the pressure sensor is an overall accuracy test covering both the pressure and electronics systems. The pressure tests are to be executed against accurately known reference pressure(s). Pressure can be generated from compressed air (gas) or by submerging the sensor to known depths in water.
4. Reference pressure may be created via a precision pressure reduction valve from a source of compressed air. A high precision sensor like a Paroscientific DigiQuartz pressure sensor or a Dead Weight Tester can be implemented to quantify the applied pressure. Pressure should be measured in kPa (or mbar).
5. When applying the immersion method it is much more difficult to check the instruments because water density affects the reading. Moreover, it is not simple to establish the exact depth of sensor immersion. And especially in narrow wells, while immersing a pressure sensor on its cable into a well, the water level will rise due to the additional volume of the immersed pressure sensor and cable. The water level will gradually fall again, when the well level adjusts again to equilibrium with the ground water level. In order to achieve a high accuracy these effects have to be assessed.
6. During the tests, temperature and barometric air-pressure should be accurately logged against time, preferably by automatic instruments or otherwise by half hourly manual reading, i.e. 48 times a day. In particular for the zero stability tests, logging by digital instruments makes subsequent computerised data processing more effective. Data retrieved from chart records and manual readings must be keyed into a computer file during the tests. The data entry shall not be delayed beyond execution of the stability tests to ascertain a proper check during the tests and to allow for quick verification of the results and feedback, if required.
7. The pressure sensor tests include:
* Zero stability test
* Scale test
* Scale stability test
1. The pressure sensor tests shall focus on temperature effects on zero, scale and cable length, and in addition to that establish quantitative data on drift of zero, scale and creep of cable length.
	* + 1. Zero stability test
2. During the zero-test the instruments are in logging mode, say at an interval of 30 minutes, and shall be kept in a separate room where they will not be touched for at least 3 days. The instruments must be dry, i.e. not in a bucket of water, to exclude any water effect on the sensor, and hence, the instrument reading is expected to be 0.0.
3. Under this test, each instrument will record its short term zero drift and inherently the effectiveness of the air-pressure compensation method. During the zero-test, the instruments shall be in the same and constant position, vertical or horizontal. The room temperature shall vary over 5 °C or more, e.g. due to daily temperature fluctuation, this to assess temperature effects on the instrument reading. This requirement may affect the choice of venue for the zero-tests. To avoid any adverse temperature strain, no direct sunlight shall fall on the instruments. At the end of the test, the collected data are offloaded from the datalogger memory and analysed for zero stability. As the instruments are kept in air and are not touched, the reading shall be stable and not change over time, that is not beyond permissible limits.
4. Room temperature is to be logged against time, preferably by digital method. In case the DWLR has a built-in temperature sensor, that sensor may be used for temperature logging. The pressure sensors shall not be tested in an air-conditioned room for several reasons. First, temperature fluctuations may be so rapid that the sensor temperature compensation scheme may not be able to cope with it. Moreover, rapid air-pressure fluctuations may not be handled properly by the air-vent system and/or the pressure measurement method. This is to be understood from the perspective that the instruments are designed to operate in wells where changes occur but not rapidly. One or more fans may be operated continuously to minimise temperature gradient across the test room.
5. To test the creep and elongation of the electrical cum suspension cable some vertical open space is required, e.g. a stairwell can be used for this purpose. However, it is important that the cable is protected against touch to avoid interference with the measurements. The cable is loaded with some weight to emulate the weight of cable and sensor. The length of cable under tests shall be as long as possible, i.e. 10 m or more, to get the best accuracy of the tests. The lowest point is suspended to about 0.15 m above the floor. The gap between lowest point and floor is monitored against time. Initially readings are taken every 30 minutes for 12 hours, subsequently the reading interval may be increased to 6 hours. The cable test shall be executed during 7 days. Resolution of measurement should be 1 mm or better. The result is to be presented in mm length change per meter suspended cable length. Only one cable is to be tested.
	* + 1. Scale test: A precisely known pressure is applied on the instrument and the instrument reading is taken. The instrument reading is converted into level or pressure whatever is applicable. The calculated value is compared with the applied value; the difference is regarded as the FS error. In case the specifications of the applied pressure sensor may give reason to doubt the instrument's linearity, then a mid-scale test is to be executed as well.
			2. Scale stability test: Scale stability is tested by subjecting the instrument to the full-scale pressure for at least 24 hours. During the test, the applied pressure/level is to be accurately monitored by taking reference readings either by a reference logger of high accuracy or by manual readings. The accuracy and resolution of the reference measurement must be 1 mm water column or 0.01 kPa (0.1 mbar).
	1. **Overall Test:** Part of the Overall Test is also covered under the Functional Tests and Accuracy Tests. The Overall Test comprises tests on:
* autonomy
* fitness for environment
* functionality
* calibration
* stability
* reproducibility, and
* main power failure

Details of the various tests are as follows.

* + 1. Autonomy: Two autonomy tests shall be conducted:
* battery capacity versus the power consumption per measurement, and
* memory capacity
1. Battery autonomy test**:** To execute the test, the instrument is set to a fast data collection interval and the capacity, i.e. the number of samples, is established by a continuous process of data collection until the batteries are depleted. The test shall be executed on new batteries. In this context, the batteries are deemed depleted when the instrument stops functioning because the battery voltage watch-dog function detects a too low battery voltage or the normal operation of the instrument stops.
2. Memory capacity verification: The memory is filled at the highest data-recording rate and the volume of collected data is verified against the bid specification. This test could be combined with the battery autonomy test and the samples are taken at a high rate to minimize the test duration.
	* 1. Fitness for environment
3. Connectors, cable glands, cables and housing must be suitable for the environment of operation, be it submersed, in a well or above the ground. Water ingress can be assessed by visual inspection and / or by insulation measurement. Visual inspection may only reveal ingress of a significant amount of water. The insulation measurement is more sensitive, especially for cables, connectors and encapsulated electronics, but requires specialised equipment.
4. The above-surface components have to be compatible with IP65 standard and shall be tested accordingly by exposing them to a heavy shower for 3 minutes. Subsequently the ingress of water is assessed by opening of the instrument and connectors.
5. The submersible components must comply with IP68 standards. To verify this, the instrument shall be suspended in a well for at least one week, to a maximum depth, without affecting the calibration of the pressure sensor and not exceeding 2 times the rated measuring range. Although most pressure sensors can withstand considerably more than 2 times the rated measuring range, there is no need to exceed this. Prior to this test, the zero and scale of the sensor have to be established and verified again upon recovery.
	* 1. Functionality
6. Functionality has to be verified for all requirements for operation of the DWLR and DRS with reference to the bid specifications and the instrument specifications as given by the Manufacturer. Missing functionality shall be reported.
7. All (software) functions as stated in the instrument manual(s) and the instrument specifications are tested for correct functioning. Any detected flaws are reported which shall be repaired/rectified by the Manufacturer/Supplier within seven days.
	* 1. Calibration
8. The instrument calibration is checked for compliance with the bid specifications. In particular accuracy, stability, linearity, hysteresis and reproducibility are verified.
9. The scale or sensitivity of the complete instrument, including sensor and electronics, is to be checked for at least 11 pressures, equally distributed over the full measuring range. Furthermore, the calibration data as delivered with the instrument are verified for accuracy and consistency with data obtained from the calibration tests. The calibration may be executed by application of accurately known air-pressure or by immersion in a well. The temperature effects on the calibration should also be verified at low, mid and maximum range temperatures.
10. Note: Prior to execution of immersion tests, the effective position of the sensor membrane relative to the sensor housing is to be assessed and measured, e.g. by execution of a bucket experiment. In this experiment, the sensor is partly immersed in a water filled bucket to a depth where the related reading has changed by several centimetres, relative to the 'in-air' reading. During the test, the position of the water surface on the sensor's body shall be observed and marked accordingly. The 'effective-sensor-zero' lies below the water surface during the test. The position of the effective-sensor-zero is below the above mentioned water-surface mark by the equivalent of the sensor reading expressed in centimetres. The effective-sensor-zero may be close to the sensor membrane but not necessarily coincides with it.
	* 1. Stability: Stability related to the DWLR is defined as a variation over time of the instrument specifications, whereas the circumstances and pressure do not vary. Parameters to be checked are:
* zero: offset stability
* scale: full scale stability
* cable: length (extension/contraction) and creep stability

The methods to assess these stability factors are explained under the section on Accuracy Tests.

* + 1. Reproducibility: The sensor reading in air is annotated, subsequently the sensor is immersed to the rated measuring depth, and a stable reading is collected. Then the sensor is recovered to the surface and again a stable reading is taken. This process is repeated 5 times and results are duly annotated. It is important that during the complete test the instrument is kept in the same, vertical position.
		2. Main power failure:
1. Some instruments operate on replaceable batteries or even external power and have a built-in back-up facility, usually based on a Lithium battery. It is quite possible that on some instruments the external power supply or the replaceable batteries fail because of total depletion, disconnection, defect on the cable or connector etc. In such an event, the instrument must retain its clock, its program setting and most importantly all the collected data.
2. The Functional Tests are executed in conjunction with the stability test. Upon finalising these tests and after successful retrieval of all test data the power is disconnected by removing the main power batteries and/or disconnecting the power cable. The instrument is to be left in that state for at least 24 hours. Then the power shall be connected again and clock, program settings and recorded data are checked for availability and correctness.
3. Instruments with entirely built-in factory replaceable batteries cannot be tested in this way. In such case, the Manufacturer shall provide a technical description of the method applied to avoid loss of clock, program and collected data.

**Test Execution:** Two test programmes are to be executed:

* All Units Test Programme
* Single Unit Test Programme

Prior to execution of the tests, a detailed test script has to be drafted and agreed upon. The test script shall define:

* test sequence.
* the test conditions and requirements for each test.
* place of the test.
* person(s) responsible for conducting the tests.
* reporting requirements.
* handling failures and problems.
	1. All Units Test Programme: The All Units Test Programme aims to identify the malfunctioning instruments and those not compliant with the bid specifications. The Functional Tests, the Clock Accuracy Test and the Zero Stability Test must be executed on each instrument. The design of the tests shall be selective and practical and enable execution with simple means, preferably at the Client's premises.
	2. Single Unit Test Programme
1. A full system shall be tested, that is: pressure sensor, electronics, cable, power supply, DRS, software and manuals. The Single Unit Test Programme is a combination of the Functional Tests, the Accuracy Tests and the Overall Test. The Client shall randomly select an instrument for testing from the instruments delivered. The Single Unit Test Programme can only be started after verification that all documents related to the order/delivery, including manuals, calibration data, QA data etc., are delivered to the Client. Any other unit, for which doubts arise on its compliance with the bid specifications, shall also be tested on the client's request.
2. Failing to pass the Single Unit Test Programme results in rejection of the entire delivery until the defective units have been repaired to meet the technical specifications, and such to the satisfaction of the Client.

**Evaluation of test results:** The test results have to be evaluated and results and conclusion shall be reported. Instruments that do not meet the bid specifications, shall be replaced by properly functioning and satisfactorily tested instruments.

**Post acceptance performance monitoring**

1. After installation and field deployment the instrument performance shall be continuously monitored by taking manual observations, initially at a relatively high rate, e.g. every 3 hours, gradually migrating towards the normal monitoring interval. The level comparisons are required for reference and validation purposes. Manual observations and automatic readings shall be taken at short intervals after each other, in practice the time difference shall be kept to less than 15 minutes. The primary criterion though, is that the manual reading shall be taken before the water level changes more than 1 mm.
2. Other checks are on functioning of the internal clock, data recording and retrieval, battery discharge, siltation of the sensor, moisture ingress and any development of corrosion.
3. The tape used for taking the reference readings shall be of high accuracy, considerably better than the accuracy of the DWLR, only then the performance of the high accuracy instruments can be monitored. However, an accuracy of 1 mm over the full measuring range is enough. Only best quality tapes, e.g. the electric types, come close to this requirement. The tapes shall be checked for accuracy against a precise reference, e.g. over 10 or 20 m on a single stretch. Verification by a standard ruler will not reveal to overall accuracy of a tape. The 'tape verification reference' could be prepared using high accuracy geodetic equipment. A long, straight corridor, or a quiet stretch of road, could accommodate the length reference marks, the accuracy should be 1 mm relative to the reference point (0.000 m).

**Instrument History File:** For each instrument, an individual History File shall be opened and maintained (The Instrument history file shall be suppliers’ scope.). In the History File the full instrument history and all documents generated shall be stored. This also includes any changes, adaptations, repairs etc. made to the instruments. The products and results of the execution of the Acceptance Protocol shall be included in the Instrument History File. Some document types and entries are listed below:

**7.1** Instrument identification: The instrument identification uniquely defines the instrument particulars.

* Make, vendor, service provider, date of manufacturing, date of delivery
* Instrument make, model and serial number
* Instrument configuration
* Measuring range
* Cable type, length
* Manual version
* Instrument status: e.g. working, under calibration, under repair

7.2 Functional, Accuracy and Over-all tests: For each of the three test categories, a separate and unambiguous record shall be maintained. The test conditions and results shall be duly recorded. Obviously any failures or irregularities shall be annotated accurately and comprehensively, as well as the actions taken and their results. At least the following data shall be recorded:

* Administrative data: what, when, where, who, which instrument and configuration
* List of tests
* Specifications for each test
* Results of each test
* Failures, actions, conclusions

7.3 Piezometer well definition: The piezometer well definition is required in order to link the instrument readings to MSL and the hydro-geological properties of the well. The piezometer identification shall have sufficient detail to link it with the hydro-geological data recorded in the project database. The reference point on the piezometer well, as used for the level measurements, shall be unambiguously depicted and its height above MSL defined. The particulars of the local benchmark (name, location, and co-ordinates, height above MSL, etc.) shall be recorded for reference purposes. Following entries are indicative and not conclusive.

* Piezometer: District, name, location, co-ordinates, identification
* Photo
* Elevation relative to MSL
* Description of reference point particulars
* Identification of reference spot on piezometer well
* Local benchmark: district, location, identification, co-ordinates, height above MSL

7.4 Deployment: Another part of the history file covers the deployment: installation, servicing, maintenance, data retrieval etc. All facts shall be recorded, (what, when, where, who, which instrument and configuration). The suspended depth of the instrument relative to the reference point shall be annotated. Further, manual water level observations (when, who, level, reference) shall be taken regularly and verified with the instrument records. To allow for an accurate comparison, the time and other particulars of the manual observation shall be recorded. The manual observations shall coincide with the programmed automatic instrument readings. This shall be regularly repeated. Photos showing the mode of installation are very useful.

1. Some of the required particulars are:
* Suspension depth relative to the reference point on the piezometer well
* Recording interval
* Photos of the deployed instrument and piezometer well Following two shall be repeated regularly
* Manual observations, taken concurrently with the automatic measurements
* Observer, date and time of manual reading
1. The following entries are associated with any changes made to the instruments. Again, the 'what, when, where, who, which instrument and configuration' shall be recorded, for each event:
* Repairs: minor and major repairs and including change of silt filter or battery etc.
* Adaptations: e.g. replacement of EPROM, RTC clock speed adjustment
* Settings: these are the common operational settings such as recording interval, suspension depth and the like.
* Calibration: most likely calibration is executed in a special workshop. Obviously calibration is a major event and has to be recorded and documented accurately and comprehensively. This implies also the method of calibration, reference instruments used (and including a paper trail to national standards or other proof of calibration cum accuracy), conditions during calibration, officers in charge etc.

**6. Declaration regarding Deemed Export Benefits**

**[Please refer to the Note under ITB Clause 14.8 (a) at BDS]**

**(Name of the Project)**

(Bidder’s name and address):

To:………………………………(Name of the Purchaser)

Dear Sir:

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

2. We are furnishing below the information required by the Purchaser for issue of Project Authority/Payment Certificate in terms of the Export and Import Policy of the Government of India:

|  |  |
| --- | --- |
| (A) (i) Value of import content of supply to be made by the Bidder: | \* Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(exchange rate on US$ = Rs. \_\_\_\_\_\_\_\_\_\_) |
| (B) (i) Name of the sub-contractor, if any, and whose name is to be included in the main Contract: |  |
|  (ii) Description, quantity and value of the goods to be supplied by the above sub-contractor: | Description \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Quantity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Value (Rs.)  |
|  (iii) Value of import content of supply to be made by the sub-contractor: *(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)* | Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(exchange rate on US$ = Rs. \_\_\_\_\_\_\_\_\_\_) |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Designation) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Common Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* *Please attach details item-wise with cost.*

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# PART 3 - Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

|  |  |
| --- | --- |
| 1. Definitions | 1.1 The following words and expressions shall have the meanings hereby assigned to them:“Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“Day” means calendar day.“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. “GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.“Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.“SCC” means the Special Conditions of Contract.“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC.** |
| 2. Contract Documents | * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
 |
| 3. Corrupt and Fraudulent Practices  | 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.  |
| 4. Interpretation | * 1. If the context so requires it, singular means plural and vice versa.
	2. Incoterms

Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.* 1. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.* 1. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.* 1. Nonwaiver

Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.* 1. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| 5. Language | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.
	2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
 |
| 6. Joint Venture, Consortium or Association | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
 |
| 7. Eligibility | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	2. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
 |
| 8. Notices | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.
	2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
 |
| 9. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.**
	2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or * 1. (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
 |
| 10 Settlement of Disputes | * 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.
	2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
	3. Notwithstanding any reference to arbitration herein,
		1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
		2. the Purchaser shall pay the Supplier any monies due the Supplier.
 |
| 11. Inspections and Audit by the Bank | * 1. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
	2. The Supplier shall permit, and shall cause its Subcontractorsto permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures)
 |
| 12. Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 13. Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| 14. Supplier’s Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15 Contract Price | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.** |
| 16. Terms of Payment | 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed. 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.  |
| 17. Taxes and Duties | 17.1 For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.17.2 For goods Manufactured within the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 18. Performance Security | 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** |
| 19. Copyright | 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party |
| 20. Confidential Information | 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 21. Subcontracting | 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.  |
| 22. Specifications and Standards | 22.1 Technical Specifications and DrawingsThe Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33. |
| 23. Packing and Documents | 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser. |
| 24. Insurance | 24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.** |
| 25. Transportation and Incidental Services  | 25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.  |
|  | 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**(a) performance or supervision of on-site assembly and/or start‑up of the supplied Goods;(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and(e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services |
| 26. Inspections and Tests | 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 27. Liquidated Damages | 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| 28. Warranty | 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 29. Patent Indemnity | 29.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.29.4 The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| 30 Limitation of Liability | 30.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement |
| 31. Change in Laws and Regulations | 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 32. Force Majeure | 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 33. Change Orders and Contract Amendments | 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;the method of shipment or packing;the place of delivery; and the Related Services to be provided by the Supplier.33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 34. Extensions of Time | 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| 35. Termination | 35.1 Termination for DefaultThe Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.35.2 Termination for Insolvency. The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser35.3 Termination for Convenience.The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 36. Assignment | 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 37. Export Restriction | 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3. |

**APPENDIX TO GENERAL CONDITIONS**

**Bank’s Policy- Corrupt and Fraudulent Practices**

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

“**Fraud and Corruption:**

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[[10]](#footnote-10) In pursuance of this policy, the Bank:

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

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[[11]](#footnote-11);

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[[12]](#footnote-12)

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[[13]](#footnote-13)

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[[14]](#footnote-14)

(v) "obstructive practice" is:

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

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,[[15]](#footnote-15) including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[[16]](#footnote-16);

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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| Section IX. Special Conditions of Contract |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.*  |
| **GCC 1.1(i)** | The Purchaser’s country is: *India* |
| **GCC 1.1(j)** | The Purchaser is: : **Director,** **Ground Water Department, U.P., 9th floor, Indira Bhawan, Lucknow** |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: **As mentioned in Annexure-1.1 of Section-VI: Schedule of Requirement and the list showing the District wise numbers of the proposed DWLRs.** |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms 2010  |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be **2010 shall be in English** |
| **GCC 5.1** | The language shall be: **English** |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:Attention: **Director, Ground Water Department, U.P.**Address: **Director, Ground Water Department, U.P.,9th Floor Indira Bhawan Lucknow.**City: **Lucknow.**ZIP ; Code: **226001;** Country: **India**Telephone: **0522- 2287068/2287233 ;** Facsimile number: **0522-2286471**Electronic mail address*:* **upgwd.in@gmail.com** |
| **GCC 9.1** | The governing law shall be the law of*:* **Laws of India** |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:* + 1. 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 dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 03 arbitrators once each to be appointed by the purchaser and the supplier. The 3rd arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the *Indian Council of Arbitration.*
		2. 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 Tribunal shall consist of three Arbitration Rules. The Arbitral Tribunal shall consists of three Arbitrators one each to be appointed by the purchaser and the supplier. The 3rd arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as 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 Arbitrators appointed subsequently, the presiding Arbitrator shall be appointed by the *Indian Council of Arbitration.*
		3. If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above, within 50 days after received of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/,* both in cases of the Foreign supplier as well as Indian supplier, shall appoint the Arbitrator. A certified copy of the order of the *Indian Council of Arbitration,* making such an appointment shall be furnished to each of the parties.
		4. Arbitration proceeding shall be held at *Lucknow, Uttar Pradesh, India,* and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
		5. The decision of the majority of Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceeding 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 proceeding 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.
		6. Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties, failing such agreement, by the appointing authority namely the Indian Council of Arbitration.
 |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are a) For Goods supplied from abroad: Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax or email the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Consignee with a copy to the Insurance Company and purchaser:1. Copies of Supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
2. Original and 4 copies of the negotiable, clean, on-board bill of lading marked freight prepaid and 4 copies of non-negotiable bill of lading;
3. 4 Copies of packing list identifying contents of each package;
4. Insurance certificate;
5. Manufacturer’s/Supplier’s warranty certificate;
6. Inspection certificate issued by the nominated inspection agency if any, and the Supplier’s factory inspection report; and
7. Certificate of origin.

The above documents shall be received by the Consignee & Purchaser at least **one week** before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.b) For Goods from within India: Upon delivery of the goods to the consignee, the supplier shall notify the purchaser/ consignee and mail the following documents to the Purchaser/consignee:1. Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;
2. Delivery note, acknowledgment of receipt of goods from the Consignee
3. copies of packing list identifying the contents of each package
4. Insurance Certificate;
5. Manufacturer’s/Supplier’s warranty certificate;
6. Inspection Certificate issued by the nominated inspection agency if any, and the Supplier’s factory inspection report; and
7. Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed ***shall not*** be adjustable. |
| **GCC 16.1** | GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:1. **Advance Payment: Five (5)** percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the consignee.
2. **On Shipment:** NIL
3. **On Successful testing and Installation:** On Successful testing and Installation: **Thirty (30)** percent of the Contract Price shall be paid through irrevocable confirmed letter of credit within thirty (30) days after successful testing & Installation of the Goods and upon submission of the relevant certificate issued by the purchaser’s representative/consignee.
4. **On Final Acceptance and completion of Training:** The **Twenty five (25)** percent of the Contract Price shall be paid through irrevocable confirmed letter of credit within thirty (30) days after Final Acceptance by the purchaser and upon submission of the acceptance certificate issued by the purchaser’s representative/ consignee.
5. On completion of Warranty and Annual Operation & Maintenance for **first** year, **Eight (8)** percent of the Contract Price shall be paid through irrevocable confirmed letter of credit within thirty (30) days on production of certificate for satisfactory performance during that period issued by the Purchaser’s representative/consignee
6. On completion of Warranty and Annual Operation & Maintenance for **Second** year, **Eight (8)** percent of the Contract Price shall be paid through irrevocable confirmed letter of credit within thirty (30) days on production of certificate for satisfactory performance during that period issued by the Purchaser’s representative/consignee
7. On completion of Warranty and Annual Operation & Maintenance for **Third** year, **Eight (8)** percent of the Contract Price shall be paid through irrevocable confirmed letter of credit within thirty (30) days on production of certificate for satisfactory performance during that period issued by the Purchaser’s representative/consignee
8. On completion of Warranty and Annual Operation & Maintenance for **fourth** year, **Eight (8)** percent of the Contract Price shall be paid through irrevocable confirmed letter of credit within thirty (30) days on production of certificate for satisfactory performance during that period issued by the Purchaser’s representative/consignee
9. On completion of Warranty and Annual Operation & Maintenance for **fifth** year, **Eight (8)** percent of the Contract Price shall be paid through irrevocable confirmed letter of credit within thirty (30) days on production of certificate for satisfactory performance during that period issued by the Purchaser’s representative/consignee

Note:- **The Payment will be done by consignee.** |
| **GCC 16.5** | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be ***45 (forty five)***days.The interest rate that shall be applied is ***12 %***  |
| **GCC 18.1** | A Performance Security *“shall” be required*Within 28 days after and the Supplier’s receipt of Notification of Award, amount of the Supplier shall furnish **Performance Security to the Purchaser for an amount of 10% of the contract value** excluding annual maintenance cost, valid up to 60 days after the date of completion of performance obligations including warranty obligationsIn the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for the proportionate value shall be extended 60 days over & above the extended warranty period |
| **GCC 18.3** | If required, the Performance Security shall be in the form of : ***a bank Guarantee***The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price. |
| **GCC 18.4** | Discharge of the Performance Security shall take place: Substitute Clause 18.4 of the GCC of the following:The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 90 days following the date of completion of the Supplier’s performance obligations under the Contract, including the warranty obligations under the contract. |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: The Supplier shall 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. |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.*If not in accordance with Incoterms, insurance shall be as follows:For delivery of goods at 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 |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as follows:The Bidder shall be responsible, at his costs, for loading, transporting, shipping and unloading of the equipment to be supplied under the contract from the point of manufacture to the delivery at the consignee’s place. The transportation of equipments to field locations as specified places of final destination within the Purchaser’s country for installation after the Receiving inspection/acceptance protocol shall also be the responsibility of the bidder. The bidder shall also be responsible for any storage of the equipments, including insurance, and security during any interim period between supply and transportation to field locations for installation. The related all costs shall be included in the contract price. The Bidder shall provide such packing of the equipments as is required to prevent its damage or deterioration during transit to its final destination |
| **GCC 25.2** | Incidental services to be provided are:The following incidental services under the contract shall be furnished by the supplier and the cost thereof shall be included in the contract price: Provide services for on-site assembly, commissioning and start-up of the equipment. *DWLR Installation: The Supplier shall be responsible for all unpacking, assemblies, wiring, installations, cabling between DWLRs/DWLRs with Telemetry units and connecting to power supplies. The Supplier shall test all DWLR/Telemetry operations and accomplish all adjustments necessary for successful and continuous operation of the system at all installation sites. Site Preparation and Installation: The Purchaser will designate the exact location of the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection before the installation of the DWLRs and associated telemetry system.** 1. Furnishing detailed operation and maintenance manuals for each items of supply at each location. *The Technical Documentation involving detailed instruction for operation and maintenance of the supplied goods is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.*
	2. Training of the Purchaser’s personnel at designated locations in the installation and operation of the Digital Water Level Recorders (DWLRs) and all relevant software and system. *For each of the DWLR and the telemetry system supplied and installed under the contract, the Supplier is required to train the designated Purchaser’s technical and end-user personnel to enable them to effectively operate the total system. Suitable training Modules/Handouts shall be given to each of the Trainees. The training schedule will be agreed to by both parties during the performance of the Contract. The training shall be around three days at the designated locations. The training material shall be given to all personnel undergoing training.*
	3. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract. *DWLR Maintenance: The Supplier shall carry-out preventive as-well-as breakdown maintenance activities to ensure that all DWLRs execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation, worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than (3) three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost. The Supplier’s engineer shall make a site visit and commence repair work on the equipment within 72 hours of being notified of equipment malfunction.*
	4. Maintenance and/or repairs of the supplied goods for a period of five years after the final acceptance.
	5. The Annual Maintenance Contract (AMC) shall be comprehensive and will cover the cost of all the spare parts required for replacement/repair the DWLR & telemetry system. The AMC may be on regular basis to ensure the minimum downtime of the system. AMC shall **assure 98% uptime of all DWLR/Telemetry system.**

For the DWLR with telemetry all incidental services to make the equipment functional, the GSM/GPRS connection required for making the Telemetry system of the DWLR shall be arranged for by the bidder. The operation cost of GSM/GPRS connection during the warranty & AMC period shall be borne by the bidder. |
| **GCC 26.1** | The inspections and tests shall be: **as per provisions furnished under 5 of Section VII- Schedule of Requirements** |
| **GCC 26.2** | The Inspections and tests shall be conducted at: **as per provisions furnished under 5 of Section VII- Schedule of Requirements** |
| **GCC 26.8** | **Add the following as GCC 26.8****Manuals and Drawings:**26.8.1 Before the goods and equipment are taken over by the respective consignee, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the respective consignee to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.26.8.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.26.8.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser. |
| **GCC 26.9** | **Add the following as GCC 26.9****For the System & Other Software the following will apply:**The Supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard. |
| **GCC 26.10** | **Add the following as GCC 26.10****Acceptance Certificates:**26.10.1 After Successful testing and Installation, a relevant acceptance certificate to this effect will be issued by the respective consignee representative.26.10.2 After Completion of training, a relevant acceptance certificate to this effect will be issued by the respective consignee representative. *The training shall be conducted on the dates mutually agreed upon and within two months from the date of receipt of goods*26.10.3 After completion of successful testing & Installation, acceptability test, receipt of deliverables, completion of training and after the purchaser is satisfied with the working of the system, the Final acceptance certificate will be issued by the purchaser/ respective consignee or his representative. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.26.10.4 The respective consignee will issue quarterly on satisfactory performance certificate for the Annual Maintenance Service |
| **GCC 27.1** | The liquidated damage shall be: **0.5% per week** |
| **GCC 27.1** | The maximum amount of liquidated damages shall be:10% of the contract price. |
| **GCC 28.2** | Add the following at the end of wordings under GCC 28.2The supplier shall guarantee a 98% uptime of systems/peripherals. If any systems/s gives continuous trouble, for six (6) times in one month during the warranty period, the supplier shall replace the system with new system (s) without any additional cost to the purchaser. |
| **GCC 28.3** | In partial modification of the provisions, the warranty period shall be Five years (60 Months) from the date of final acceptance of the Goods or Five Years Six Months (Total 66 Months) from the date of Shipment, whichever occurs earlier. The supplier shall, in addition, comply with the performance 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, 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 provisions furnished under 5 of Section VII- Schedule of RequirementsFor purposes of the Warranty, the place(s) of final destination(s) shall be **as stated under the format 1.1 of Section-VII of the Schedule of Requirement** |
| **GCC 28.5** | Upon receipt of such notice, the Supplier shall, within the period 72 hours (three days) and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the designated 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 12 (Twelve) months. |
| **GCC 28.6** | If having been notified, the Supplier fails to remedy the defect within the period 144 hours (six days), the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| **GCC 28.7** | Add the following as GCC 28.7**Maintenance service**Free maintenance services shall be provided by the Supplier during the period of warranty. During this period, annual maintenance and repairs of the entire system including supply of spares etc. shall be done by the Supplier. The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier’s maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 72 hours.Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 1000/- per day per item. The amount of penalty will be recovered from the Performance Security guarantee during warranty period. (This penalty shall be in addition to the liquidated damage). |

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| Section X. Contract Forms |

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

**Table of Forms**

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[3. Advance Payment Security 134](#_Toc348001573)

Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.***  . . . . . . . . . .

This is to notify you that your Bid dated . . . . ***[insert date] . .*** . . for execution of the . . . . . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . . . . . . for the Accepted Contract Amount of . . . . . . . . ***.[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

1. the Letter of Acceptance
2. the Letter of Bid
3. the Addenda Nos.\_\_\_\_\_ (if any)
4. Special Conditions of Contract
5. General Conditions of Contract
6. the Specification (including Schedule of Requirements and Technical Specifications)
7. the completed Schedules (including Price Schedules)
8. any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness]*

Performance Security

**Option 1: (Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** \_ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of*[insert amount in figures]*()*[insert amount in words]*,[[17]](#footnote-17)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[18]](#footnote-18)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s)]*

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

Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*() *[insert amount in words][[19]](#footnote-19)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than toward delivery of Goods; or
		2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s)]*

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

Invitation for Bids  (IFB)

India

Government of Uttar Pradesh:: Ground Water Department, U.P.

Uttar Pradesh Water Sector Restructuring Project Phase-II

IDA Cr. 5298 IN

**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

**IFB No. 79**(P)/GWD/WBP/DWLR/ICB Dated : 26-08-2015

**For the Supply, Installation, Testing & Commissioning of**

**Digital Water Level Recorder (DWLR) Pressure Type (GW), with Telemetry**

**IFB No 79**(P)/GWD/WBP/DWLR/ICB Dated : 26-08-2015

* + - 1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in UNDB Print Edition:
			2. The *Government of Uttar Pradesh through the Government of India has received* a credit from the IDA(International Development Association) towards *UPWSRP Phase-II* (Uttar Pradesh Water Sector Restructuring Project Phase-II) and it intends to apply part of the proceeds of this *credit* to payments under the Contract for *the* Supply, Installation, Testing & Commissioning of Digital Water Level Recorder (DWLR) Pressure Type (GW) and DWLRs with Telemetry system.
			3. TheDirector, Ground Water Department, U.P., 9th floor, Indira Bhawan, Lucknow, India now invites sealed bids under IFB No.79(P)/GWD/WBP/DWLR/ICB Dated : 26-08-2015
			4. The bidding process is for *the* Supply, Installation, Testing & Commissioning of **(i)** 700 Nos. DWLRs with telemetry system with cable for each DWLR, as per site requirement, for installation on piezometers, **(ii)** Transmission network (GSM/GPRS) along with GSM/GPRS transmitters for each DWLRs with Telemetry **(iii)** Data receiving through Web based System for automatic data collection through telemetry system from DWLRs, **(iv)** provide warranty for 2 years and comprehensive maintenance for five years thereafter, and other incidental services. The DWLRs are to be installed in all the selected districts of Uttar Pradesh, in specified blocks.
			5. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank’s *Guidelines: Guidelines Procurement Of Goods, Works And Non-Consulting Services Under IBRD Loans And IDA Credits & Grants by World Bank Borrower-January 2011*, and is open to all bidders from Eligible Source Countries as defined in the Guidelines.
			6. Bidders may obtain further information from **Office of Director, Project Implementation Cell, Ground Water Department, U.P.,2/39 Vishal Khand, Gomti Nager, Lucknow.** India and inspect the Bidding Documents at the address given below from 12:00 **hrs** (India Time) to 15:00 **hrs** (India Time). **Date of issue of bidding document will be 10-09-2015**. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the address below and upon payment of a nonrefundable fee of Indian Rupees Five Thousands (Rs. 5000.00) or ( 85 $ US) by demand draft/ Banker’s cheque in favour of **Director, Ground Water Department, U.P., 9th floor, Indira Bhawan, Lucknow,** (U.P.). The bid documents may be sent by Speed Post or courier service if so requested upon receipt of the cost of the bid document plus Rs. 600 or 10.00 $ US for National or Rs. 3000 or 50 $ US for international destination. The **Ground Water Department** shall not be responsible for any postal delays. **Electronic bidding will not be permitted. The bid document can also be downloaded from our website <http://gwd.up.nic.in/> and the cost of the bid document shall be deposited in Indian Rupees Five Thousands (Rs. 5000.00) or 85 $ US or equivalent in a convertible currency by demand draft/ Banker’s cheque in favour of Director, Ground Water Department payable at Lucknow, (U.P.) at the time of submission of bid.**
			7. Qualifications requirements are indicated in Section-III of the bidding documents. Additional details are provided in the Bidding Documents.
			8. Bidder’s designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be clarify issues and to answer questions on any matter that may be raised at that stage. A **Pre-Bid meeting** will take place at the following date, time and at the address below : **Date 30-09-2015 Time: 12:00 hrs (India time).**
			9. Bids must be delivered to the address below at or **before 15:00 hrs (India Time) of 28-10-2015.** *Electronic bidding will not be permitted*. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives, who choose to attend in person at the address below **at 15:30 hrs (India Time) of 28-10-2015.**
			10. All bids must be accompanied by a “Bid Security” of **Indian Rupees Rs. 24,00,000 or 2.4 Million (Indian Rupees Twenty four Lakh ) or US Dollar 40,000 (US Dollars Forty Thousand). The Bid Security Instrument shall be drawn in favour of Director, Ground Water Department, U.P., 9th floor, Indira Bhawan, Lucknow-226001** payable at Lucknow, Uttar Pradesh, India.
			11. The address (es) referred to above is (are): **Office of Director, Project Implementation Cell, Ground Water Department, U.P.,2/39 Vishal Khand, Gomti Nager, Lucknow.**

Ph. No. 0522-2302804/2287068/2287233; Fax No. 0522-2286471

1. [↑](#footnote-ref-1)
2. *Bidder to use as appropriate* The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-2)
3. In this context, any action to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-3)
4. For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-4)
5. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-5)
6. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. [↑](#footnote-ref-6)
7. For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-7)
8. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines. [↑](#footnote-ref-8)
9. A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-9)
10. In this context, any action to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-10)
11. For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-11)
12. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-12)
13. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. [↑](#footnote-ref-13)
14. For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-14)
15. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines. [↑](#footnote-ref-15)
16. A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-16)
17. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-17)
18. *2 Insert the date twenty-eight days after the expected completion dateas described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, thePurchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-18)
19. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-19)