



Government of India

Ministry of Jal Shakti

Department of Water Resources, R D and G R

Central Water and Power Research Station

Khadakwasla, Pune – 411 024

TENDER DOCUMENT
(E-PROCUREMENT MODE)

**Supply, installation, testing and commissioning of
FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL
TESTING EQUIPMENT under DRIP for CWPRS, Pune -24**

[Two Envelope with e-Bidding]

August, 2020

100 years and beyond..



IBRD Loan No.7943-IN
IDA Credit No.4787-IN

**Supply, installation, testing and commissioning of
FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL
TESTING EQUIPMENT under DRIP for CWPRS, Pune -24**

National Competitive Bidding (NCB)

Office of the Scientist "C"
Construction & Procurement Cell
Central Water And Power Research Station
Khadakwasla Pune – 411024
Email: cpc.cwprs-pune@gov.in
Telephone No: 020-24103220/24103276
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Web Site : www.cwprs.gov.in

Office of the Scientist C, CPC, CWPRS, Pune
NATIONAL COMPETITIVE BIDDING
e- PROCUREMENT NOTICE / INVITATION FOR BIDS (IFB)

Bid / NIT No.	21/2020-21
Name of goods	Supply, installation, testing and commissioning of FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT under DRIP for CWPRS, Pune -24
Method of Tender	E -Tender System - Open Tender
Estimated Cost of Goods	Rs. 90 Lakhs
Earnest Money Deposit (EMD)/Bid Security	Rs. 1,80,000/-
Date of publishing Tender through e-procurement Portal (CPP Portal) http://eprocure.gov.in/eprocure/app	28.08.2020 at 18.00 hrs.
Start date for downloading Bid document from e-portal	29.08.2020 at 11.00 hrs onwards
Pre- Bid Meeting date, time & venue	09.09.2020 at 15.30 Hrs Office of the Scientist "C", CPC, Central Water &Power Research Station, Khadakwasla Pune – 24
Last date for seeking clarification if any. (online only i.e through e-mail)	09.09.2020 up to 15.00 hrs
Start date and time for submission of bids online (Both Technical and Financial)	14.09.2020 from 11.00 hrs onwards
End date & time for submission of bids online (Both Technical and Financial)	05.10.2020 up to 16.00 hrs. Server Time in IST
Time & date of opening of Technical parts of bid through online.	06.10.2020 at 16.00 hrs. Server Time in IST
Time & date of opening of Financial parts of bid online	Financial bids of those firms who are evaluated to be technically qualified will be opened online immediately
Validity period of Bid	120 days from last date of bid submission
Delivery Period of goods	06(Six) Months including rainy season & festival season after award of the Contract
Officer inviting bids	Scientist C , CPC, CWPRS, Pune

Standard Procurement Document

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Bids (RFB)

Request for Bids – Goods (Two-Envelope e-Bidding Process)

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a two-envelope (2) Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be completed and submitted by the Bidder as part of its Bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

PART 2 – SUPPLY REQUIREMENTS**Section VII - Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**Section VIII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Purchaser.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Supply Installation, Commissioning and Testing of Equipment for CWPRS,
Pune
National Competitive Bidding (NCB)**

e-tender notice

No. CWPRS/CPC/AAO(P)/DRIP/NIT-21/2020/

Dated. 28/08/2020

Country: INDIA

Name of Project: DRIP-CAPACITY BUILDING OF CWPRS,PUNE

Contract Title: Supply, installation, testing and commissioning of **FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT** under DRIP for CWPRS, Pune -24

Loan No./Credit No./ Grant No.: IBRD Loan No.7943-IN/4787-IN

RFB /NIT Reference No.: **21/2020-21**

1. The Government of India has received a loan (*Loan No.7943-IN*) financing from the World Bank toward the cost of the DRIP *Project* and intends to apply part of the proceeds toward payments under the contract¹for CWPRS-Pune for Supply, installation, testing and commissioning of **FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT** under DRIP for CWPRS, Pune -24 . For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through letter of credit."
2. The CWPRS, Pune, now invites e-Bids from eligible Bidders for Supply Installation, Commissioning and Testing of Equipments for CWPRS, Pune as per the table

Name of goods & services	Supply, installation, testing and commissioning of FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT under DRIP for CWPRS, Pune -24
Approx. amount of the Goods (In INR)	Rs. 90 Lakhs
Bid Security (in INR)	Rs 1,80,000/- (Rs. One Lakh Eighty thousand only)
Tender Fee/ Bid Fee	- Nil -
Delivery Period of goods Period of completion	06 (Six) Months including rainy season & festival season after award of the Contract
Bidding documents	Can be downloaded free of cost from Website

¹ Substitute "contracts" where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: "Bidders may Bid for one or several contracts, as further defined in the Bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid."

	http://eprocure.gov.in/eprocure/app (i.e. CPP Portal)
Document Publish Date & Time in CPP Portal	28 th August 2020 , 18:00 Hrs IST
Document download starting date	29 th August 2020 on 11:00 Hrs IST
Bid clarification start date	29 th August 2020 on 12:00 Hrs IST
Pre-Bid Meeting date, time & venue	09th September 2020, 15:30 Hrs Office of Scientist C, CPC, CWPRS, Pune
Bid clarification closing date	09th September 2020, 15:00 Hrs IST
Online bid submission starting date and time	14 th September 2020, 11:00 Hrs IST
Online bid submission closing date and time	5 th October 2020, up to 16:00 Hrs IST
Last date and time of Receipt of relevant document in hard paper as mentioned in ITB, either by speed post, or courier or even by hand	6 th October 2020, up to 16:00 Hrs IST
Date, Time & Venue of online Opening of Technical parts of bids in e-tendering for "Technical parts"	6 th October 2020, 16:00 Hrs IST & Office of Scientist C, CPC, CWPRS, Pune
"Date / Time of online Opening of "Financial parts of bids" in e-tendering	Financial bids of those firms who are evaluated to be technically qualified will be opened online immediately

3. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods. The bid document is available online and bids are to be submitted online through e-procurement portal <http://eprocure.gov.in/eprocure/app> of GOI/NIC. The bidders would be required to register in the web site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Aspiring bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same by registering in the web site: <http://eprocure.gov.in/eprocure/app>. Digital Signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from the authorized CAs can use the same in this tender.
Foreign bidders may obtain DSC from any Licensed Certifying Authority which has been recognized by the Controller of Certifying Authorities, Govt. of India as per details available at www.cca.gov.in
4. Bidding will be conducted through the National Competitive Bidding procedures specified in the World Bank's *Guidelines: Procurement*, and are open to all bidders as defined in the Guidelines. Only eligible bidders with key qualifications shall participate in this bidding as stated in bidding documents.
6. The bidders shall furnish, as part of the bid and bid security for the amount as specified above.

The bid security for the amount as specified above in shape of Demand Draft /Bank Deposit Receipt (DD/FDR) of Scheduled / Nationalised Bank in favour of the Office of **Pay and Accounts Officer, CWPRS, Pune.**

The Bid Security may be forfeited:

- a. If the bidder withdraws the bid after bid opening during the period of the bid validity.
- b. In the case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement or furnish the required performance security.

The scanned copy of Bid Security shall be uploaded to the e-portal and Original documents shall be submitted to the Office of Scientist C, CPC, CWPRS, Pune, India, so as to reach the office on or before **6th October 2020; 16.00 Hrs IST, and uploaded in "Technical bid" along with Qualification Information, Forms and other Documents in accordance with Section – II: Instruction to Bidders (ITB).** Any bid not accompanied by an acceptable bid security and not secured as indicated in Clause 19.4 of Instruction to bidders hereof shall be rejected by the Employer as non-responsive. The Bid security of unsuccessful bidders will be returned within 28 days of the end on bid validity period specified in sub-clause 19.5; The Bid Security of successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

6-A the following is to be filled online only in "**Financial part**"

- (a) Priced Bill of Quantities (BoQ);

6-B **The bidders are required to submit the part "Technical" & "Financial" "online" only.**

7. No special preference will be accorded to any bidder, either for price or for other terms and conditions, when competing with foreign bidders, state-owned enterprises, small-scale enterprises or enterprises from any given state.
8. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
9. The bids shall remain valid for acceptance for a period not less than 120 days after the dead line date for bid submission.
10. Other details can be had from the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information/corrigendum related to the bid.

The Scientist -C
Construction and Procurement Cell
Room No. 201, OCL Building
Central Water & Power Research Station (CWPRS)
Sinhagad Road, Khadakwasla
Pune – 411024, Maharashtra.
Phone Nos:- 020-24103220/24103267
Fax:- 020-24381004
cpc.cwprs-pune@gov.in
www.cwprs.gov.in

The following documents shall be scanned and uploaded **mandatorily** on or before the last date for online submission of bids failing which the bid will be treated as non-responsive and shall be rejected.

COVER – I (Technical Bid)

- i. Fixed Deposit Receipt or Demand Draft of any nationalized or scheduled bank against EMD/Bid security.
- ii. Certificate of Registration for GST.
- iii. Duly signed full tender documents (.pdf) along with Responsiveness Matrix / Technical Data declaration
- iv. Scanned documents as per clause 11 of ITB

COVER – II (Financial Bid)

- i. Price Schedule/ Bill of Quantities (BoQ)

Scientist -C
Construction and Procurement Cell
CWPRS, Pune - 24

Copy to :

1. Mrs. J. S. Edlabadkar, Scientist-B, GE-II through Dr. R.G. Patil, Scientist – E for information
2. Notice board

Request for Bids, Goods
National Competative Bidding (NCB)
THROUGH E-TENDERING

Procurement of:

“Supply, installation, testing and commissioning of **FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT** under DRIP for CWPRS, Pune -24”

Sl No.	Name of the Equipment	Quantity
1	FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT as per Enclosed Specifications	1.0 Unit

RFB No/NIT No: 21/2020-21

Project: DRIP-CAPACITY BUIDLING OF CWPRS,PUNE

Purchaser: CWPRS, Pune

Country: India

Issued on: i.e 28th August, 2020 when RFB was issued to the market

Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**

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

 - (a) the term “in writing” means communicated in written form (e.g. by e-mail, fax, including, if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- 2. Source of Funds**

 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Fraud and Corruption**

 - 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI, Fraud and Corruption.
 - 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any

initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS reference ITB 2.1 (the name of the project), that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship

has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and:
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or

any payments to any country, person, or entity in that country.

- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
- (a) relates to fraud or corruption; and
- (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

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

B. Contents of Request for Bids Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

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

- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the CPP Portal, 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 online shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Clarification of the Bidding Document**
- 7.1 **The electronic bidding system provides for** online clarifications. A Bidder requiring any clarification of the bidding document shall contact the Purchaser online at the Purchaser's e mail address as specified **in the BDS**. The Purchaser will respond online to any request for clarification, provided that such request is received prior to the deadline for seeking clarifications as mentioned **in the BDS**. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the CPP portal. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be published online in CPP portal.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

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

11. Documents comprising Bid

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously online in CPP portal. One electronic envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part.
- 11.2 The **Technical Part** shall contain the following:
- (a) **Letter of Bid - Technical Part:** prepared in accordance with ITB 12;
 - (b) **Bid Security or Bid-Securing Declaration:** in accordance with ITB 19.1;
 - (c) **Alternative Bid - Technical Part:** if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
 - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (e) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
 - (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
 - (h) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;
 - (i) any other document **required in the BDS.**
- 11.3 The **Financial Part** electronic envelope shall contain the following:
- (a) **Price Schedules/Bill of Quantity:** completed prepared in accordance with ITB 14;
- 11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
- 11.5 In addition to the requirements under ITB 11.1, 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.
- 11.6 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

- 12. Letters of Bid**
- 12.1. The Bidder shall prepare the Letter of Bid – Technical Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1. Unless otherwise **specified in the BDS**, Alternative Bids shall not be considered.
- 14. Bid prices and Discounts**
- ~~14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.~~
- 14.2 ~~All lots (contracts) and items must be listed and priced separately in the Price Schedules.~~
- 14.3 ~~The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.~~
- 14.4 ~~The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part, in accordance with ITB 12.1.~~
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 ~~If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.~~
- 14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the

following manner:

(a) **For Goods:**

- i) The price of the Goods quoted shall comprise of Rate per Unit at EXW (**excluding GST**), customs duty, (if any) and any other taxes as applicable and Charges for transportation, Insurance, handling and other charges up to the final destination i.e. CWPRS, Pune (**as per BoQ**). Customs duty exemption certificate (refer Govt. notification No.51/96-customs dated 23.07.1996 and No. 10/96-Central Excise dated 01.03.1997) shall be provided by CWPRS.
- ii) Other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- iii) Price for Related Services (as per BoQ), if any.
- iv) **The Goods and Services Tax (GST) will be reimbursed to the bidder as per prevailing government of India rates along with bill.**

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| 15. Currencies of Bid and Payment | 15.1 The currency of the Bid and the currency of payments shall be INR only . |
| | 15.2 The Bidder should the Bid price in INR only . |
| 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements. |
| | 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements. |
| | 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser. |
| | 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's |

satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

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

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

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

18. Period of Validity of Bids

18.1. Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. 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 19), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

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

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

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

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

from those indicated above.

- 19. Bid Security**
- 19.1. The Bidder shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) Demand Draft/ FD issued by any nationalized or scheduled bank
 - (b) another security **specified in the BDS**,
- 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.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid – Technical Part or any extension thereto provided by the Bidder ; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 48; or
 - (ii) furnish a performance security in accordance with ITB 49.
- 19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a Bid security is **not required in the BDS**, pursuant to ITB 19.1,

and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB 49;

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.
- ~~20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.~~
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Online Submission of Bids

21. Preparation of Bids

- 21.1 Bids both Technical and Financial Parts, shall be submitted online on the e-procurement system. Detailed guidelines for viewing bids and submission of online bids are given on the CPP Portal. The Invitation for Bids procurement of goods is published on this CPP Portal. Any citizen or prospective bidder can login to this CPP Portal and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the CPP portal, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the CPP Portal using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the CPP Portal. The bidder can then login the CPP Portal through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the

Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the **bid will be rejected.**

21.2 The completed bid comprising documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as mentioned in different sections in the bidding document and scanned copy of the bid security.

21.3 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.

22. Deadline for Submission of Bids

22.1. Bidders shall submit Bids electronically and shall follow the electronic Bid submission procedures specified **in the BDS.**

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

23. Late Bids

23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

24. Withdrawal, Substitution, and Modification of Bids

24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this, the bidder need not make any modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids. However, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened

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

E. Online Opening of Technical Parts of Bids

25. Online Opening of Technical Bids

25.1 The Purchaser shall open the Technical Parts of Bids online in accordance with this ITB, all bids received by the deadline at the date and time specified **in the BDS** and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the evaluation of the Technical Parts of the Bids. The Bids that do not comply with the provisions of ITB 11 will be declared non-responsive and rejected.

In the event of the specified date of Technical bids opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

25.2 The electronic summary of the technical bids opening summary will be generated online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.

F. Evaluation of Bids - General Provisions

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| 26. Confidentiality | <p>26.1 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 after the Purchaser transmits to all Bidders the Notification of Intention to Award the Contract in accordance with ITB 43.1.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so online.</p> |
| 27. Clarification of Bids | <p>27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be online.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.</p> |
| 28. Deviations, Reservations, and Omissions | <p>28.1 During the evaluation of Bids, the following definitions apply:</p> <p style="padding-left: 20px;">(a) "Deviation" is a departure from the requirements specified in the bidding document;</p> <p style="padding-left: 20px;">(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and</p> <p>28.2 "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.</p> |
| 29. Nonconformities, Errors and Omissions | <p>29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.</p> <p>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to</p> |

any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Parts of Bids

- 30. Evaluation of Technical Parts**
- 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsive Bids**
- 31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 31.2 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Qualification of the Bidders**
- 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the firm.

H. Online Opening of Financial Parts of Bids

- 33. Opening of Financial Parts**
- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify online through CPP portal those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
 - (b) The financial parts of the bids who were technically qualified shall be opened online in CPP portal and this can be viewed by the prospective bidders online.
- 33.2 The financial evaluation summary is generated by the CPP portal and the same can be viewed online.

I. Evaluation of Financial Parts of Bids

- 34. Evaluation of Financial Parts**
- 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
- (a) **Bids will be evaluated for the combined cost of all the items mentioned in BoQ and the Contract will be awarded to the lowest evaluated (L1) Bidder.**
 - (b) **The lowest evaluated Price shall be arrived at up to Final Destination (i.e. CWPRS, Pune) by adding (i) price of Goods quoted EXW (ii) customs (if any) and other taxes etc, payable on the Goods (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination and (iv) price for Related Services (AMC etc), if any.**
- 34.2 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.
- 35. Correction of Arithmetical Errors**
- 35.1 The e-Procurement System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
- 36. Conversion to Single Currency**
- 36.1 The bidders shall quote their prices in INR only as specified **in the BDS**.
- 37. Margin of Preference**
- 37.1 Unless otherwise specified **in the BDS**, a margin of preference

shall not apply.

- 38. Comparison of Financial Parts** 38.1 The Purchaser shall compare all substantially responsive bids evaluated in accordance with ITB Clause 34.1 to determine the lowest evaluated Bid.
- 39. Abnormally Low Bids** 39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.
- 39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.
- 40. Most Advantageous Bid** 40.1 Having compared the evaluated costs of Bids, the Purchaser shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.
- 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 **The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.**
- 42. Standstill Period** ~~42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.~~
- 43. Notification of Intention to Award** 43.1 The Purchaser shall send the Notification of Intention to Award the Contract to the successful Bidder through e mail as well as in hard copy.

J. Award of Contract

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

- 40.
- 45. Purchaser's Right to Vary Quantities at Time of Award**
- 45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
- 46. Notification of Award**
- 46.1 Prior to the expiration of the Bid Validity Period or any extension thereof, the Purchaser shall notify the successful Bidder, through e mail as well as in **writing**, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded-
 - (c) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
 - (d) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 48.1.
- 46.3 The Contract Award Notice shall be published on the CPP portal with free access if available.
- 46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 47. Debriefing by the Purchaser**
- 47.1 ~~On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.~~
- 47.2 ~~Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period~~
- 47.3 ~~Where a request for debriefing is received by the Purchaser later~~

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

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

48. Signing of Contract

48.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.

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

48.3 Notwithstanding ITB 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

49. Performance Security

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

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

50. Procurement Related Complaint

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

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : <u>21/2020-21</u></p> <p>The Purchaser is: The Scientist C, CPC, CWPRS, Pune-411024.</p> <p>FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT under DRIP for CWPRS, Pune -24</p>
ITB 1.2(a)	<p>Electronic-Procurement System</p> <p>The Purchaser shall use the following electronic-procurement system (CPP Portal) to manage this Bidding process: http://eprocure.gov.in/eprocure/app</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process: as specified in this BDS, Clause 22.1 and Clause 25.1</p>
ITB 2.1	<p>The Borrower is: Ministry of Jal Shakti, Govt. of India, New Delhi</p> <p>The name of the Project is: Capacity Building of CWPRS under Dam Rehabilitation Improvement Project (DRIP).</p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p>
	B. Contents of Bidding Document
ITB 7.1	<p>For Clarification of Bid purposes only, the Purchaser's address is:</p> <p>Attention: The Scientist –C, CPC</p> <p>Address: Construction and Procurement Cell, CWPRS, Pune-24</p> <p>Floor/Room number: Room No. 201, OCL Building</p> <p>City: Pune</p> <p>PIN Code: 411024</p> <p>Country: : India</p> <p>Telephone: 91-20-24103220/24103267</p> <p>Fax number: [91-20-24381004]</p> <p>Electronic mail address: cpc.cwprs-pune@gov.in</p> <p>Requests for clarification should be received by the Purchaser no later</p>

	than the date indicated in e-tender notice through e-mail as above.
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: English All correspondence exchange shall be in English language.
ITB 11.2 (i)	The Bidder shall submit the following additional documents in its Bid: “Scanned copies” of the following documents shall be “uploaded” on the CPP portal at the appropriate place for Indian Bidders. However, Foreign bidders shall be required to get them self-registered for PAN NO; GST etc., within two months of issue of acceptance letter. <ul style="list-style-type: none"> i. PAN No. ii. GST Registration iii. Affidavit that bid shall remain valid for the period 120 days from the last date of Submission of bid. iv. Tender fee: – Nil - v. Supplier’s / Contractor Registration certificate , if any , vi. Power of Attorney (attested by a self-attested / notary public) for signing the document the case of firm in partnership / limited company, corporation vii. Annual Turnover Certificate from Chartered Accountant for last Five financial years forms with breakup of supply & services and total works in each financial year. viii. Legal document in respect of joint venture, if any, ix. Responsive Matrix / Technical Data Declaration x. Similar nature of supply / works executed in last Five years xi. Supply jobs in hand, if any. Other declarations/ schedules, as required.
ITB 13.1	Alternative Bids (Technical and Financial Parts) shall not be considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.7	The Incoterms edition is: “ Incoterms-2018”
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): Central Water and Power Research Station, Sinhagad Road, Khadakwasla, Pune-411024, India.
ITB 14.8 (b)(i) and (c)(v)	Place of Destination: Central Water and Power Research Station, Sinhagad Road, Khadakwasla, Pune-411024, India.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 1 year from successful commissioning.
ITB 17.2 (a)	Manufacturer’s authorization is required

ITB 17.2 (b)	After sales service is: required as per warranty upto a period of 5 years after successful commissioning.
ITB 18.1	The Bid validity period shall be 120 days .
ITB 19.1	A Bid Security shall be required. A Bid Security shall be Rs. 1,80,000/- (Rs. One Lakh Eighty thousand only) and currency of the Bid Security shall be Indian Rupee.
ITB 19.3	The bid security for the amount as specified above in shape of Bank Deposit Receipt (DD/FDR) of any Scheduled / Nationalised Bank in favour of Pay and Accounts Officer, CWPRS, Pune.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power Of Attorney.
D. Online Submission of Bids	
ITB 21.2	In addition to the original of the Bid, the number of copies is: Nil
ITB 22.1	<p>The deadline for Bid submission online through CPP Portal is: 5th October 2020, up to 16:00 Hrs</p> <p>The electronic bidding submission procedures shall be as below-</p> <p>The Bid submitted by the Bidder shall be in two parts:</p> <p>(i) Part 1: This shall be named "Technical Bid" and shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid - Technical Part: prepared in accordance with ITB 12; (b) Bid Security Declaration: in accordance with ITB 19.1; (c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (d) Bidder's Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid; (e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (f) Eligibility of Goods and Related Services: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder; (g) Conformity: documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document; (h) any other document required in the BDS.

	<p>The Technical bid shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> <p>(i) Part 2: This shall be named <u>“Financial bid”</u> and shall contain the following:</p> <p>The Financial Part shall contain the following:</p> <p>(a) Price Schedules: completed prepared in accordance with ITB 14; any other document required in the BDS.</p> <p>The electronic bidding submission procedures shall be:</p> <p>(i) The Bidder shall submit the bid electronically, through the e-procurement portal (CPP Portal) http://eprocure.gov.in/eprocure/app. Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.</p> <p>(ii) Bidders are required to enroll/register on the e-Procurement module of the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder enrolment” on the CPP Portal which is free of charge.</p> <p>(iii) Once the bidder has selected the tenders they are interested in, they may download the required documents/ tender schedules.</p> <p>(iv) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded/submitted as part of the bid. Please note the number of covers in which the bid documents have to be uploaded/submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these can lead to rejection of the bid.</p> <p>Bidder should log into the CPP portal well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p>
	<p>E. Online Opening of Technical Parts</p>
<p>ITB 25.1</p>	<p>The electronic bid opening shall take place at:</p> <p>Street Address: Construction and Procurement Cell, CWPRS, Pune-24 Floor/Room number: Room No. 201, OCL Building City: Pune – 411 024 Country: India Date: 6th October, 2020 at 16:00 Hrs</p> <p>The electronic Bid opening procedures shall be:</p> <p>(i) The Purchaser shall open the bids as per electronic bid opening</p>

	<p>procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system.</p> <p>In the event of the specified date of bid opening being declared a holiday for Purchaser, the bids shall be opened at the specified time and place on the next working day for which no prior intimation will be given.</p>
F. Evaluation of Bids – General Provisions	
ITB 29.3	Not Applicable
H. Online Opening of Financial Parts	
ITB 33.5	The Purchaser will open the Financial bids of those bidders online through CPP Portal who are technically qualified.
I. Evaluation of Bids - Financial Parts	
ITB 34.1(a)	<p>Evaluation will be done for all the <i>Items specified in the BoQ</i></p> <p>Bids will be evaluated for the combined cost of all the items <i>specified in the BoQ</i> and the Contract shall be awarded to the lowest evaluated Bidder (L1).</p>
ITB 36.1	The bid prices shall be quoted in Indian Rupees only
J. Award of Contract	
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>The Scientist –C, Construction and Procurement Cell</i></p> <p>Title/position: <i>Scientist –C, CPC , Purchaser: CWPRS, Pune</i></p> <p>Email address: <i>cpc.cwprs-pune@gov.in</i></p> <p>Fax number: <i>020-24381004</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; 2. the Purchaser's decision to exclude a Bidder from the procurement process prior to the award of contract; and 3. the Purchaser's decision to award the contract.

Section III - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 30, ITB31, ITB 32, ITB 34 the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Employer's Requirements).

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.1.1 Nationality

Nationality in accordance with ITB Sub-Clause 4.4	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI- 1; ELI – 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.2	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.3 WB Eligibility

Not having been declared ineligible by WB, as described in ITB Sub-Clause 4.5	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.4 Government-owned Entity

Bidder required to meet conditions of ITB Sub-Clause 4.6	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.2 Pending Litigation

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 100% percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT-1
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2.3 Financial Situation

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.3.1 Historical Financial Performance

Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last Five (05) years to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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2.3.2 Average Annual Turnover

Minimum average annual turnover of Rs. 1.25 Crore calculated as total certified payments received for contracts in progress or completed, within the last Five (05) years for Supply, Installation, Commissioning of the similar Instruments as described in Section : Schedule of requirements.	must meet requirement	must meet requirement	-	-	Form FIN - 2
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2.3.3 Financial Resources

Using Forms FIN-3 and FIN-4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (1) the following cash flow requirement, 0.90 Crore and (2) the overall cash flow requirements for this contract and its current works commitment.	must meet requirement	must meet requirement	-	-	Form FIN-3
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2.4 Experience

Criteria	Compliance Requirements			Documents
	Single Entity	Joint Venture		
Requirement		All Partners Combined	Each Partner	One Partner

2.4.1 General Experience

Experience under supply, Installation, Commissioning of similar Instruments (as described in Section VII : Schedule of requirements) contracts in the role of contractor, subcontractor for at least the last Five (05) years	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP-1
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prior to the bid submission deadline.					
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2.4.2 Specific Experience

(a) Contracts of Similar Size and Nature

Participation as contractor, or subcontractor, in at least, Two contracts (Supply, Installalation & Commissioning of Equipment, as described in Section VII : Schedule of requirements within the last Five (05) years, with a value of at least Rs.65 lakhs or three contracts of value 40 Lakhs or four contracts of value Rs 30 Lakhs that have been completed and that are similar to the proposed goods. <u>(as described in Contracts of Similar Size and Nature below this table)</u> The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VII (Schedule of Requirements)	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2(a)
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(a) Contracts of Similar Size and Nature : as decribed below

Experience and Technical Criteria

- (a) The bidder if a manufacturer, must have manufactured, tested, supplied and installed all the equipment (s) of the same make & model, offered in their bid must specified in the ‘Schedule of Requirements’ during the last 05 years.

Further, the bidder should be in the continuous business of manufacturing of all the above mentioned equipment’s/products similar to that specified in the schedule of requirements during the last five years..

- (b) The manufacturer shall have ISO certification for the manufacturing process.
- (c) The bidders if quoting as the authorized representative of an equipment manufacturer or system integrator having authorization from OEMs, the manufacturer, whose product is offered, meeting with the bid requirements as specified in Schedule of

- (d) requirements, can also be considered, provided ;
- (i) The bidder, as the authorized representative of their manufacturer, has supplied, installed and commissioned satisfactorily completed at least **two contracts** of value not less than **INR 65 Lakhs** in any of the last five years in the similar type of contract
- or**
- Three contracts** of value not less than **INR 40 Lakhs** in any of the last five years in the similar type of contract.
- Or**
- Four contracts** of value not less than **INR 30 Lakhs** in any of the last five years in the similar type of contract.
- (ii) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC.
- (e) The bidder shall guarantee that adequate specialized maintenance capability and expertise will be made available in the country.
- (f) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the requirements as specified in Technical Specifications of this bidding document as a declaration as per “Responsiveness Matrix / Data Declaration.
- (g) ~~Details of Service Centers and information on service support facilities that would be provided after the warranty period.~~

Section IV - Bidding Forms

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Letter of Bid – Technical Part

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

Place this Letter of Bid in the first envelope “TECHNICAL PART”.

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

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: 5th October, 2020 at 16.00 Hrs

RFB No.NIT No: 21/2020-21

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

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

To:

The Scientist ‘C’
Construction and Procurement Cell
Room no.201, OCL Building
Central Water and Power Research Station
Pune – Sinhagad Road
Khadakwasla, Pune-411024

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser’s country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;

- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

Form ELI – 1: 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: **5th October, 2020 at 16.00 Hrs**

NIT / RFB No.: **21/2020-21**

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 48.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Form ELI – 2: 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: **5th October, 2020 at 16.00 Hrs**

NIT / RFB No.: **21/2020-21**

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

Page _____ of _____ pages

1. Bidder’s Name: <i>[insert Bidder’s legal name]</i>
2. Bidder’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3. Bidder’s JV Member’s country of registration: <i>[insert JV’s Member country of registration]</i>
4. Bidder’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5. Bidder’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6. Bidder’s JV Member’s authorized representative information Name: <i>[insert name of JV’s Member authorized representative]</i> Address: <i>[insert address of JV’s Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i> Email Address: <i>[insert email address of JV’s Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 48.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Form LIT - Pending Litigation

Each Bidder or member of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 5 Years [Rs Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					
<input type="checkbox"/> Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last Seven years, as indicated above, complying with the following conditions. <ul style="list-style-type: none"> • All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies. • Historic financial statements must be audited by a certified accountant. • Historic financial statements must be complete, including all notes to the financial statements. <p>Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</p>					

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

Annual Turnover Data for the Last 5 Years (Instruments supply and Installation only)			
Year	Amount Currency	Exchange Rate	INR Equivalent
2018			
2017			
2016			
2015			
2014			
Average Annual Construction Turnover			

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange at the end of the period reported.

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (INR equivalent)
1		
2		
3		

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INRmonth]
1					
2					
3					
4					
5					

Form EXP – 1: General Experience

Each Bidder or member of a JV must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2(a): Specific Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	INR	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3		

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: Bill of Quantities (BOQ)

SI No.	Name of the Equipment	Quantity
1	FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT – 1.0 Unit as per Enclosed Specifications	1.0 Unit

Note: The Bidders are required to put the relevant items of the BOQ to the appropriate Rates into the Price Schedule in the Forms below.

BILL OF QUANTITIES (BoQ)

Name of the Bidder: _____
 NIT No. 21/2020-21

Sr. No	Description of work	Quantity	Unit	Delivery Period	Country of Origin	Rate per Unit (Excluding GST)	Customs, (if any) and Price for Equipment transportation, charges for handling, insurance, and other services required to convey the goods to their final destination. (Excluding GST)	Total price (Col.3 X Col.7) Rs. P	Grand Total (Col 8 + Col 9) Rs. P	Grand Total in Words
1	2	3	4	5	6	7	8	9	10	11
FOR GOODS: Supply Installation Testing and commissioning of										
1.01	FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT as per specifications with 5 year warranty	1.0	Unit	6 months from the date of issue of Notification of award						
Grand Total										

Note: 1. GST Charges shall be reimbursed as per prevailing Government rates

2. Customs exemption certificate shall be issued as per ITB no.14.8

Manufacturer's Authorization

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

Date: **5th October 2020 at 16.00 hrs**

NIT / RFB No.: **21/2020-21**

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

To:

The Scientist 'C'

Construction and Procurement Cell

Room no.201, OCL Building

Central Water and Power Research Station

Pune – Sinhagad Road

Khadakwasla, Pune-411024

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

A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.

Under ITB 4.8 (a) and ITB 5.1: As per the latest directives issued by Government of India

Under ITB 4.8(b) and ITB 5.1: As per the latest directives issued by Government of India

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ all

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

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

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

accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 45.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW — that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature).

1. List of Goods and Delivery Schedule

S 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 [<i>to be provided by the Bidder</i>]
1	FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT as per specifications with 5 year warranty	1.0	Unit	CWPRS, Pune		6 months from the date of issue of Notification of award	

~~2. List of Related Services and Completion Schedule~~

{This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)}

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>{insert Service No}</i>	<i>{insert description of Related Services}</i>	<i>{insert quantity of items to be supplied}</i>	<i>{insert physical unit for the items}</i>	<i>{insert name of the Place}</i>	<i>{insert required Completion Date(s)}</i>

1. If applicable

3. Responsiveness Matrix / Technical Data declaration

1. SUPPLY AND COMMISSIONING OF *FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT – 1.0 Unit .*

Item	Technical Specifications		Specification offered by bidder with brand and Model No	Complied/ Not Complied
1	General description	<p>Purpose : The Cyclic Simple Shear test system will be used for determining dynamic properties of soils including Shear Modulus, Damping simulating different dynamic field conditions viz. stability of earth dam under seismic event , degradation of shear stresses of cohesive soil under cyclic loading, evaluation of liquefaction potential of non cohesive soil, etc. Detailed specifications of each of the component of the system are given below.</p>	<p>Manufacturer Name: Model No. Place: Tel: Fax: Email:</p>	
2	Technical Specifications	<p>Frame : Capacity - 50 kN</p> <p>a) Digital frame suitable for performing stress controlled and strain controlled cyclic simple shear tests on soil samples.</p> <p>b) The frame should be stiff enough to maintain system rigidity.</p> <p>c) Axial and shear linear guidance should be provided to ensure minimal rotation of topcap during shearing, allowing the testing to be simple shear rather than rotational one.</p> <p>d) Top (or bottom) cap of the sample should be movable only along vertical direction with no movement along horizontal direction. Bottom (or top) pedestal should be movable along horizontal direction for applying shear to the</p>		

		<p>sample. One platen should be held parallel to other while allowing vertical and shear displacement of the specimen.</p> <p><u>Actuator for vertical and horizontal cyclic loading :</u></p> <p>a) Electromechanical or Pneumatic Actuators : Two nos. (one each for vertical and horizontal cyclic loading) DC servo motor with closed loop control for force and displacement for providing horizontal and vertical cyclic loading to the sample.</p> <p>b) Capacity : ± 5 kN, Frequency range : up to 5 Hz</p> <p>c) In stress controlled cyclic tests it should be possible to apply cyclic load about an initial static load. In strain controlled tests the actuator should apply cyclic deformation about initial datum point.</p> <p>It should be possible to apply programmable digital loadings for sinusoidal, rectangular, triangular and user defined wave forms. Maximum Stroke length : Axial ± 25 mm or better, Shear ± 15 mm or better Maximum range of travel in each axis should be protected by limit switch. Shear strain amplitude : 0.005% (small strain) to 10 % (large strain)</p> <p>Control : Test parameters that are to be controlled through closed loop, servo controller and Personal Computer are :</p> <ol style="list-style-type: none"> 1. Axial load 2. Axial Displacement 		
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		<p>3. Shear load 4. Shear displacement</p> <p>Data acquisition : Digitally acquired signals from Load Cells, Displacement transducers & Pore pressure transducers are required to be stored in PC for future processing through suitable software.</p> <p>Power Supply : 230 V Single Phase</p> <p>Sample / Sample Preparation Equipment :</p> <p>a) Size of samples to be tested : Cylindrical soil sample having diameter 70 mm with height to diameter ratio less than 0.4 as recommended by ASTM D6528. Minimum specimen height should be 12 mm.</p> <p>b) Lateral confinement device : The sample should be laterally confined by Teflon coated low friction retaining rings to maintain constant diameter. The thickness of individual stacked rings must be less than $\frac{1}{10}$ of specimen height in order to allow relatively uniform shear deformation. The cross-sectional area at any time should not be changed by more than 0.1% during shear.</p> <p>c) Active height control : To prevent change in height during shearing active height control via feedback from localized axial displacement transducer should be provided. Height of the sample during shear should not be changed more than 0.05% of initial height.</p> <p>d) Water access system : Saturated state of soil sample should be retained throughout the experiment by proper system to provide</p>		
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		<p>free access of water to specimen at atmospheric pressure and prevent specimen drying due to evaporation (as per ASTM D6528).</p> <p>e) Platens : Top and bottom platen of the apparatus should be constructed with corrosion resistant material and cross-section should match with that of specimen. It should securely hold the porous disks, provide drainage to specimen and transfer shear to specimen without horizontal slippage.</p> <p>f) Porous Disks : The disks, made of corrosion resistant material, shall be flat and fine enough to prevent intrusion of soil into the pores and rough enough to transfer shear stress. The disks must be at least ten times more permeable than the soil specimen.</p> <p>g) Additional Requirements : Complete accessories for preparation (including saturation) and transfer of soil sample (cohesive and non cohesive types) to the confinement device for sample size as specified in (a) above should be supplied.</p> <p>Transducers : (A) Load cells :</p> <p>a) Normal force load cell : Capacity : ± 5 kN, Accuracy : 0.1% FRO or better, Resolution : 1 N or better, Overload protection : 100% of rated capacity or better</p> <p>b) Shear force load cell : For direct measurement of shear force applied to the sample (eliminating error due to friction), Capacity : ± 5 kN, Accuracy:</p>		
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		<p>0.1% FRO or better, Resolution : 1 N or better, Overload protection : 100% of rated capacity or better</p> <p>(B) Displacement transducers (2 nos.) for measurement of normal and shear stroke (may be in line with the actuator)</p> <p>a) Normal stroke : Capacity : ± 25 mm (50 mm displacement), Accuracy: 0.1% FRO or better, Resolution : 1 μm or better</p> <p>b) Shear stroke : Capacity : ± 15 mm (30 mm displacement) or more, Accuracy: 0.1% FRO or better, Resolution : 1 μm or better</p> <p>(C) LVDT displacement transducer</p> <p>a) LVDT for measurement of Vertical displacement of specimen : Capacity : ± 2.5 mm displacement, Accuracy: 0.1% FRO or better, Resolution : 0.1 μm or better</p> <p>b) LVDT for measurement of Shear displacement of specimen: Capacity : ± 10 mm displacement, Accuracy: 0.1% FRO or better, Resolution : 0.5 μm or better</p> <p>(D) Pore pressure Transducer : Capacity : Max. 1000 kPa, Accuracy : 0.1% FRO or better, Resolution : 0.1 kPa or better.</p> <p>(E) Additional Requirements : Load, axial displacement and pressure measuring devices shall meet the minimum performance criteria prescribed in international standards. For all sensors, the supplier should provide calibration certificates with traceability from NABL or internationally accredited laboratory.</p>		
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		<p><u>Data Acquisition System along with Software (1 No.)</u> : Micro processor based digital servo controller, function generator, data acquisition and digital I/O unit with advanced servo control from any system sensor. Configurable to read up to 8 transducers or inputs and control up to 4 output with 16 bit resolution.</p> <p>a) Sampling rate : Minimum 40 data points per second (Data logging frequency : Minimum 200 Hz for maximum loading frequency of 5 Hz)</p> <p>b) The Data Acquisition System (LapTop) 1 No. should have a minimum specification of Pre-installed Genuine Windows 10 Operating System with latest licensed version of MS office (Includes Built-in Security, Free Automated Updates, Latest Features), Intel Core i7 Processor or better, 8 GB DDR4 RAM or better, 64 bit Windows 10 Operating System, 2 TB HDD or better, 15.6 inch Display etc</p> <p>c) Printing system (1 No.)</p> <ol style="list-style-type: none"> 1. Printer Technology: Colour Laser 2. Type of machine: Multi function (Print, Copy, Scan) 3. Type of printing: Mono and Colour 4. Print quality: At least 600 X 600 dpi or better 5. Print resolution: At least 600 X 600 dpi or better 6. Ports: USB 7. Paper Size (Original/Image): A4 8. System requirements: Windows 8 or better 9. Reduction / Enlargement: Yes 10. Scanner Type: Colour and Grey scale 		
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		<p>11. Scan Resolution Optical: Up to 600 X 600 dpi or better</p> <p>d) Software Package : Software should (be capable of the following :</p> <ol style="list-style-type: none"> i. Consolidation (isotropic and anisotropic) of test specimen under a constant axial force. ii. Static simple shear test (Displacement or stress controlled) : Shear stress vs. Shear strain curve, Calculation of Shear Modulus iii. Cyclic simple shear test : Displacement or stress controlled. Calculation of Shear Modulus and damping ratio and their variation with strain iv. All initial test set-up through software v. Live view of transducer reading and calculated parameters vi. Display of live graphs and tabulated data vii. Live test status and notification viii. Presentation of results in following graphical forms <ul style="list-style-type: none"> • Shear Load vs. Shear displacement with hysteresis loop for every cycle • Shear stress vs. %Shear strain • Shear induced pore pressure vs. number of cycles • Pore pressure ratio vs. number of cycles • Average peak cyclic stress vs. number of cycles • Double amplitude Shear strain vs. number of cycles 		
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		<ul style="list-style-type: none"> ix. Software should be user-friendly with features to perform the tests in all control modes and with user configurable views of table and graphs. x. Data should be easily exported to any commercial spreadsheets like MS Excel. xi. The software should have Inbuilt tutorials and user manuals. xii. Advanced windows style password security to manage and secure data. xiii. Software up-gradation should be free of cost during warranty period <p><u>Installation :</u> OEM or exclusive distributor shall mention site requirements for installation in technical bid.</p> <p>a) ONE WEEK Detailed Training about operation, maintenance and usage of equipment and all software capabilities required for testing, reporting and analysis tools should be provided by the Supplier at CWPRS, Pune. OEM or exclusive distributor shall provide User manual in English with tutorials of machine as well as software and Maintenance manual of the machine - in soft copy and one hard copy.</p>		
3	Training and Instruction manual	<ul style="list-style-type: none"> a) One week comprehensive training to officers and lab assistants for detailed and safe operation of the equipment should be given at CWPRS, Pune. b) OEM or exclusive distributor shall provide User manual in English with tutorials of equipment and Maintenance manual - in soft 		

		copy and one hard copy. c) Instruction manual of the machine in both hard and soft copy form specifically highlighting all the specifications mentioned above shall have to be provided.		
4	Acceptance Criteria	Refer Section VII – Schedule of requirements, 5. Inspection and Tests		
5	Warranty	Refer clause No. 28 of General Conditions of Contract and relevant conditions specified in Special Conditions of Contract. The warranty specified vide clause No. 28 is onsite comprehensive warranty and shall include the replacement of spares as well for a period of 5 years.		

Bidder's Signature

Disclaimer

The Technical Specifications provided in this document are typical in nature and in no way restricts the owner in digressing from it. The Central Water & Power Research Station, Pune or the Central Water Commission cannot be held responsible for supply, installation and commissioning only of equipments. Appropriate discretion may be exercised while preparing and supply of equipments, installatuion and commissioning.

4. Technical Specifications

1) SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF *FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT – 1 Unit.*

1	General description	<p>Purpose : The Cyclic Simple Shear test system will be used for determining dynamic properties of soils including Shear Modulus, Damping simulating different dynamic field conditions viz. stability of earth dam under seismic event , degradation of shear stresses of cohesive soil under cyclic loading, evaluation of liquefaction potential of non cohesive soil, etc. Detailed specifications of each of the component of the system are given below.</p>
2	Technical Specifications	<p>Frame : Capacity - 50 kN</p> <p>a) Digital frame suitable for performing stress controlled and strain controlled cyclic simple shear tests on soil samples.</p> <p>b) The frame should be stiff enough to maintain system rigidity.</p> <p>c) Axial and shear linear guidance should be provided to ensure minimal rotation of topcap during shearing, allowing the testing to be simple shear rather than rotational one.</p> <p>d) Top (or bottom) cap of the sample should be movable only along vertical direction with no movement along horizontal direction. Bottom (or top) pedestal should be movable along horizontal direction for applying shear to the sample. One platen should be held parallel to other while allowing vertical and shear displacement of the specimen.</p> <p>Actuator for vertical and horizontal cyclic loading :</p> <p>a) Electromechanical or Pneumatic Actuators : Two nos. (one each for vertical and horizontal cyclic loading) DC servo motor with closed loop control for force and displacement for providing horizontal and vertical cyclic loading to the sample.</p> <p>b) Capacity : ± 5 kN, Frequency range : up to 5 Hz</p> <p>c) In stress controlled cyclic tests it should be possible to apply cyclic load about an initial static load. In strain controlled tests the actuator should apply cyclic deformation about initial datum point. It should be possible to apply programmable digital loadings for sinusoidal, rectangular, triangular and user defined wave forms. Maximum Stroke length : Axial ± 25 mm or better, Shear ± 15 mm or better Maximum range of travel in each axis should be protected by limit switch. Shear stain amplitude : 0.005% (small strain) to 10 % (large strain)</p> <p>Control : Test parameters that are to be controlled through closed loop, servo controller and Personal Computer are :</p> <ol style="list-style-type: none"> 1. Axial load 2. Axial Displacement 3. Shear load 4. Shear displacement

		<p>Data acquisition : Digitally acquired signals from Load Cells, Displacement transducers & Pore pressure transducers are required to be stored in PC for future processing through suitable software.</p> <p>Power Supply : 230 V Single Phase</p> <p>Sample / Sample Preparation Equipment :</p> <ol style="list-style-type: none"> a) Size of samples to be tested : Cylindrical soil sample having diameter 70 mm with height to diameter ratio less than 0.4 as recommended by ASTM D6528. Minimum specimen height should be 12 mm. b) Lateral confinement device : The sample should be laterally confined by Teflon coated low friction retaining rings to maintain constant diameter. The thickness of individual stacked rings must be less than $\frac{1}{10}$ of specimen height in order to allow relatively uniform shear deformation. The cross-sectional area at any time should not be changed by more than 0.1% during shear. c) Active height control : To prevent change in height during shearing active height control via feedback from localized axial displacement transducer should be provided. Height of the sample during shear should not be changed more than 0.05% of initial height. d) Water access system : Saturated state of soil sample should be retained throughout the experiment by proper system to provide free access of water to specimen at atmospheric pressure and prevent specimen drying due to evaporation (as per ASTM D6528). e) Platens : Top and bottom platen of the apparatus should be constructed with corrosion resistant material and cross-section should match with that of specimen. It should securely hold the porous disks, provide drainage to specimen and transfer shear to specimen without horizontal slippage. f) Porous Disks : The disks, made of corrosion resistant material, shall be flat and fine enough to prevent intrusion of soil into the pores and rough enough to transfer shear stress. The disks must be at least ten times more permeable than the soil specimen. g) Additional Requirements : Complete accessories for preparation (including saturation) and transfer of soil sample (cohesive and non cohesive types) to the confinement device for sample size as specified in (a) above should be supplied. <p>Transducers :</p> <p>(A) Load cells :</p> <ol style="list-style-type: none"> a) Normal force load cell : Capacity : ± 5 kN, Accuracy : 0.1% FRO or better, Resolution : 1 N or better, Overload protection : 100% of rated capacity or better b) Shear force load cell : For direct measurement of shear force applied to the sample (eliminating error due to friction), Capacity : ± 5 kN, Accuracy: 0.1% FRO or better, Resolution : 1 N or better, Overload protection : 100% of rated capacity or better
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		<p>(B) Displacement transducers (2 nos.) for measurement of normal and shear stroke (may be in line with the actuator)</p> <p>a) Normal stroke : Capacity : ± 25 mm (50 mm displacement), Accuracy: 0.1% FRO or better, Resolution : 1 μm or better</p> <p>b) Shear stroke : Capacity : ± 15 mm (30 mm displacement) or more, Accuracy: 0.1% FRO or better, Resolution : 1 μm or better</p> <p>(C) LVDT displacement transducer</p> <p>a) LVDT for measurement of Vertical displacement of specimen : Capacity : ± 2.5 mm displacement, Accuracy: 0.1% FRO or better, Resolution : 0.1 μm or better</p> <p>b) LVDT for measurement of Shear displacement of specimen: Capacity : ± 10 mm displacement, Accuracy: 0.1% FRO or better, Resolution : 0.5 μm or better</p> <p>(D) Pore pressure Transducer : Capacity : Max. 1000 kPa, Accuracy : 0.1% FRO or better, Resolution : 0.1 kPa or better.</p> <p>(E) Additional Requirements : Load, axial displacement and pressure measuring devices shall meet the minimum performance criteria prescribed in international standards. For all sensors, the supplier should provide calibration certificates with traceability from NABL or internationally accredited laboratory.</p> <p><u>Data Acquisition System along with Software (1 No.)</u> : Micro processor based digital servo controller, function generator, data acquisition and digital I/O unit with advanced servo control from any system sensor. Configurable to read up to 8 transducers or inputs and control up to 4 output with 16 bit resolution.</p> <p>a) Sampling rate : Minimum 40 data points per second (Data logging frequency : Minimum 200 Hz for maximum loading frequency of 5 Hz)</p> <p>b) The Data Aquisition System (LapTop) 1 No. should have a minimum specification of Pre-installed Genuine Windows 10 Operating System with latest licensed version of MS office (Includes Built-in Security, Free Automated Updates, Latest Features), Intel Core i7 Processor or better, 8 GB DDR4 RAM or better, 64 bit Windows 10 Operating System, 2 TB HDD or better, 15.6 inch Display etc</p> <p>c) Printing system (1 No.)</p> <ol style="list-style-type: none"> 1. Printer Technology: Colour Laser 2. Type of machine: Multi function (Print, Copy, Scan) 3. Type of printing: Mono and Colour 4. Print quality: At least 600 X 600 dpi or better 5. Print resolution: At least 600 X 600 dpi or better 6. Ports: USB 7. Paper Size (Original/Image): A4 8. System requirements: Windows 8 or better 9. Reduction / Enlargement: Yes 10. Scanner Type: Colour and Grey scale 11. Scan Resolution Optical: Up to 600 X 600 dpi or better
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		<p>d) Software Package : Software should be capable of the following :</p> <ol style="list-style-type: none"> i. Consolidation (isotropic and anisotropic) of test specimen under a constant axial force. ii. Static simple shear test (Displacement or stress controlled) : Shear stress vs. Shear strain curve, Calculation of Shear Modulus iii. Cyclic simple shear test : Displacement or stress controlled. Calculation of Shear Modulus and damping ratio and their variation with strain iv. All initial test set-up through software v. Live view of transducer reading and calculated parameters vi. Display of live graphs and tabulated data vii. Live test status and notification viii. Presentation of results in following graphical forms <ul style="list-style-type: none"> • Shear Load vs. Shear displacement with hysteresis loop for every cycle • Shear stress vs. %Shear strain • Shear induced pore pressure vs. number of cycles • Pore pressure ratio vs. number of cycles • Average peak cyclic stress vs. number of cycles • Double amplitude Shear strain vs. number of cycles ix. Software should be user-friendly with features to perform the tests in all control modes and with user configurable views of table and graphs. x. Data should be easily exported to any commercial spreadsheets like MS Excel. xi. The software should have Inbuilt tutorials and user manuals. xii. Advanced windows style password security to manage and secure data. xiii. Software up-gradation should be free of cost during warranty period <p><u>Installation :</u> OEM or exclusive distributor shall mention site requirements for installation in technical bid.</p>
3	Training and Instruction manual	<ol style="list-style-type: none"> a) ONE WEEK Detailed Training about operation, maintenance and usage of equipment and all software capabilities required for testing, reporting and analysis tools should be provided by the Supplier at CWPRS, Pune. b) OEM or exclusive distributor shall provide User manual in English with tutorials of machine as well as software and Maintenance manual of the machine - in soft copy and one hard copy. c) Instruction manual of the machine in both hard and soft copy form specifically highlighting all the specifications mentioned above shall have to be provided.
4	Acceptance Criteria	Refer Section VII – Schedule of requirements, 5. Inspection and Tests

5	Warranty	Refer clause No. 28 of General Conditions of Contract and relevant conditions specified in Special Conditions of Contract. The warranty specified vide clause No. 28 is onsite comprehensive warranty and shall include the replacement of spares as well for a period of 5 years.
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5. Inspections and Tests

The following inspections and tests shall be performed: *[Verification of the parameters as detailed in the Technical Specifications and functioning of the instruments under requisite tests/studies.]*

Note:- All the electrical equipments where ever applicable should work under 230 V, 50 Hz frequency Power Supply.

1. Acceptance Criteria for Supply, Installation and Commissioning of **FULLY AUTOMATED CYCLIC SIMPLE SHEAR SOIL TESTING EQUIPMENT – 1.0 Unit**

The following inspections and tests will be carried out:-

1. The equipment along with actuators, data acquisition system and transducers will be tested for capability to conduct cyclic simple shear soil tests in all test conditions as mentioned in the specifications.
2. The actuator will be checked for its maximum load capacity, stroke length and frequency range.
3. The transducers viz. Load cell, displacement transducers, LVDTs and pore pressure transducer will be checked for maximum capacity and resolution.
4. The data acquisition system should be as per specifications and will be tested for its sampling rate.
5. Software will be checked for its outputs and capability to generate reports as mentioned in the specifications.

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:

- (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) "Purchaser's Country" is the country specified **in the Special Conditions of Contract (SCC)**.
- (j) "Purchaser" means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) "SCC" means the Special Conditions of Contract.
- (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to

whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place **named in the SCC.**

2. Contract Documents

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

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC.**
 - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

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

4.6 Severability

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

5. Language

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

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

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

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

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

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

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

12. Scope of Supply

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

13. Delivery and Documents

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

be furnished by the Supplier are **specified in the SCC**.

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| 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 | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p> |
| 17. Taxes and Duties | <p>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.</p> <p>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.</p> <p>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</p> |

extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the **Purchaser in the SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.

19. Copyright

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

20. Confidential Information

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

the Purchaser for any purpose other than the performance of the Contract.

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

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation and Incidental Services

- 25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair

of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

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

26. Inspections and Tests

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

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

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

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

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

be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise **specified in the SCC**, the warranty shall remain valid for **Five (05) years** after the receipt of the Goods /Equipments, installation, testing, commissioning and acceptance.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence

thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

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

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

29. Patent Indemnity

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

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

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

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct

any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

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

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

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

31. Change in Laws and Regulations

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

same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

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

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

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

33. Change Orders and Contract Amendments

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

33.3 Prices to be charged by the Supplier for any Related Services

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

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

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

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

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

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

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

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify

the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

accrue thereafter to the Purchaser

35.3 Termination for Convenience.

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

36. Assignment

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

**37. Export
Restriction**

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

APPENDIX TO GENERAL CONDITIONS

(Text in this Appendix shall not be modified)

Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: <i>India</i>
GCC 1.1(j)	The Purchaser is: <i>The Scientist C, CPC, CWPRS, Pune-411024</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: <i>CWPRS, Pune-411024</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2018</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For notices , the Purchaser's address shall be: Attention: <i>The Scientist C, CPC, CWPRS, Pune -411024</i> Street Address: <i>Sinhagad Road</i> Floor/ Room number: <i>Room No. 201, OCL Building</i> City: <i>Pune</i> PIN Code: <i>411024</i> Country: <i>India</i> Telephone: <i>+91-20-24103220/24103267</i> Fax number: <i>+91-20-24381004</i> Electronic mail address: <i>cpc.cwprs-pune@gov.in</i> Bidder's address shall be as specified in Letter of Bid.
GCC 9.1	The governing law shall be the law of: <i>Government of India</i>
GCC 10.2	In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country or a foreign supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the India.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are : Railway consignment note, Road consignment note, Insurance certificate, Manufacturer's or Supplier's warranty certificate, Inspection certificate issued by nominated Inspection agency, Supplier's factory shipping details. 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	The Contract Price shall be paid, as specified in the Contract Agreement as under: (a) The contract price (100%) shall be paid to the supplier within sixty (60) days from the date of successful supply, installation, testing

	<p>and commissioning of goods in all respect or the Acceptance Certificate issued by the Purchaser's representative whichever is later.</p> <p>(b) 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 dispatch documents, packing list, Manufacturer's/Supplier's warranty certificate, and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>(c) Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>(d) The payments shall be made in Indian Rupees to the Supplier under this Contract.</p>
GCC 18.1	A Performance Security " <i>shall</i> " be required and the amount of the Performance Security shall be: 10% of the Total Contract Value.
GCC 18.3	The Performance Security shall be in the form of : FDR/Bank Garranty The Performance security shall be denominated in Indian Rupee
GCC 18.4	Discharge of the Performance Security shall take place: after Successful Installation and Commissioning and after Successful Warranty period and services (AMC, if any) of the goods.
GCC 24.1	The insurance coverage shall be as specified: For delivery of Goods at Project Site (CWPRS, Pune), the insurance policy shall be obtained by the Supplier in an amount equal to 110% of the value of the Goods from "warehouse to warehouse" (final destination, i.e. CWPRS, Pune) on "All Risks" basis including floods, Strikes, lock-outs etc.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms 2018.

GCC 26.1	<p>The inspections and tests shall be:</p> <p>Any or all of the following inspection procedures and tests are required by the Employer.</p> <ol style="list-style-type: none"> 1. Inspection of equipment before dispatch, if necessary. 2. Inspection of equipment at the site of work before installation/commissioning. 3. Testing of equipment's at the site of work after installation to ensure conformity to the specification. <p>The Engineer-in-Charge shall decide and propose necessary tests as it may deem fit for the purpose of evaluation. The detailed procedure of testing for the purpose of acceptance of the Goods and Services is given under "Technical specifications".</p>
GCC 26.2	The Inspections and tests shall be conducted at: CWPRS, Pune and as mentioned in the technical specifications of equipments.
GCC 27.1	The liquidated damage shall be: 0.05% per day
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10% of the total Contract Price</i>
GCC 28.3	The period of validity of the Warranty shall be: 5 years from the date of final acceptance of the goods.
GCC 28.5 & 28.6	The period for repair or replacement shall be: One Month. If not, then a penalty of amount Rs. 5,000 per day for each of non working equipment shall be deducted from the next Payment invoice submitted by the contractor, maximum upto the cost of the Machine's / Equipment's cost or 5% of the total Project cost whichever is more.

Section X - Contract Forms

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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 (i) the Performance Security within 28 days in accordance with
the Conditions of Contract, using for that purpose one of the Performance Security Forms
and (ii) the additional information on beneficial ownership in accordance with BDS ITB 48.1
within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in
Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) Letter of Bid - Technical Part
 - (c) Letter of Bid - Financial Part
 - (d) the Addenda Nos. _____ (if any)
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the Specification (including Schedule of Requirements and Technical Specifications)
 - (h) the completed Schedules (including Price Schedules)
 - (i) 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 *[Scientist C, CPC]*

in the presence of *[Scientist B/C/D, CWPRS]*

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

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be*

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.