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**Bidding Document for  
Procurement of  
Supply, installation, and integration of IPPBX and VOIP/SIP through VPN  
Connectivity at Noida, Varanasi, Patna, Sahibganj, Farakka and Kolkata.  
for  
“Capacity Augmentation of National Waterway-1.  
Project”  
(Single Stage, Two Envelope Bidding)**



**Client: Inland Waterways Authority of India, Ministry of Shipping,  
Government of India  
Country: INDIA**

**NCB No: IN-IWAI-52298-GO-RFB**

**Issued on: April, 2018**

**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Government of India)  
Head Office: A-13, Sector – 1, Noida - 201301  
Phone: 0120-2424544; website: [www.iwai.nic.in](http://www.iwai.nic.in) ; email: [vc.iwai@nic.in](mailto:vc.iwai@nic.in)

Inland waterways Authority of India  
( Ministry of Shipping, Govt of India)

PROJECT – Capacity Augmentation of National Waterways - 1 ( NW-1)

File Ref:- IN / IWAI / WB / NW-1/ 4/14/2017

IFB NO IN-IWAI-52298-GO-RFB

**NATIONAL COMPETITIVE BIDDING**

NAME OF WORK	: Supply, Installation and Integration of IPPBX and VOIP/SIP through VPN Connectivity at Noida, Varansi, Patna, Sahibganj, Farakka and Kolkata
PERIOD OF SALE OF BIDDING DOCUMENT	: FROM 28/04/2018 TO 29/05/2018 [14:30 Hrs]
TIME AND DATE OF PRE-BID CONFERENCE	: Not Applicable
LAST DATE AND TIME FOR #RECEIPT OF BIDS	: DATE 29/05/2018 TIME 15:00 HOURS
* TIME AND DATE OF OPENING	: DATE 30/05/2018 TIME 15:30 HOURS OF BIDS
PLACE OF OPENING OF BIDS	: Inland Waterways Authority of India Project Management Unit – JMVP Jal Marg Vikas Project A-13, Sector -1, Noida [UP]

OFFICER INVITING BIDS : Vice Chairman & Project Director [JMVP] **Invitation for Bids (IFB)**

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**Invitation for Bids (IFB)**  
**(Single Stage, Two Envelope Electronic Bidding)**  
**National Competitive Bidding**

**Country: India**

**Project: Capacity Augmentation of NW-1 (Jal Marg Vikas) Project**

**Loan / credit number: IBRD P-87520**

Procurement of Supply, installation, and integration of IPPBX and VOIP/SIP through VPN  
Connectivity at Noida, Varanasi, Patna, Sahibganj, Farakka and Kolkata.

***IN\_IWAI-52298-GO-RFB***

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in .....
2. The Inland Waterways Authority of India, Ministry of Shipping, Government of India intends to apply for a loan from the International Bank for Reconstruction and Development toward the cost of Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas), and it intends to apply part of the proceeds of this loan to payments under the Contract for Procurement of Supply, installation, and integration of IPPBX and VOIP/SIP through VPN Connectivity at Noida, Varanasi, Patna, Sahibganj, Farakka and Kolkata.
3. The Vice Chairman & Project Director (JMVP) Inland Waterways Authority of India, Ministry of Shipping, Government of India now invites electronic bids in two parts (Technical Bid and Financial Bid) from eligible and qualified bidders for Procurement of Supply, installation, and integration of IPPBX and VOIP/SIP through VPN Connectivity at Noida, Varanasi, Patna, Sahibganj, Farakka and Kolkata. The supply, installation and integration is to be completed in 30 days from the date of award.
4. Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits* January 2011 revised July 2014 and is open to all bidders from Eligible Source Countries as defined in the Guidelines.<sup>5</sup>
5. Interested eligible bidders may obtain further information from :-  
The Vice Chairman & Project Director ( JMVP)  
Inland Waterways Authority of India,  
Ministry of Shipping, Government of India;  
Email :- [VC.iwai@nic.in](mailto:VC.iwai@nic.in) and inspect the Bidding Documents at the address given at the end from 10 AM to 5:30 PM.
6. Qualifications requirements are provided in the bidding document.
7. Bidding Document is available for download from CPPP portal <https://eprocure.gov.in/eprocure/app>. Bidders, who download the bidding document shall pay the non-refundable fee of INR 1000 along with their bid in the form of a crossed Demand Draft in favour of "IWAI Fund" payable at NOIDA. Such bidders shall not tamper/modify the Bidding forms included in Section IV of this bidding document. The Bids are required to be submitted as per relevant Price Schedule Form included in Section IV and any Bid received in any other Format is liable to be rejected and Bid security forfeited.
8. Aspiring bidders who have not obtained the user ID and password for participating in e-tendering, may enrol/register themselves on CPPP site <https://eprocure.gov.in/eprocure/app> and obtain the same. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. For further details, aspiring bidders may go through the detailed instructions given at the end of this IFB as an attachment **"Instructions for Online Bid Submission"**

9. Bids (Technical Bid and the Financial Bid) must be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>, before **03:00 PM on 29/05/2018**. **Bids submitted manually will not be accepted.** The bidder shall be responsible for ensuring that any Addendum/Corrigendum available on the website is also downloaded and incorporated. Any bid or modification to bid (including discount) received outside e-procurement system will not be considered. .  
Electronic bid opening shall take place at the venue, date and time mentioned in the bidding document.

**All bids must be accompanied by a “Bid Security” of INR 88,000.00 in accordance with ITB Clause 21 of the bidding document.**

10. The address referred to above is :-

Vice Chairman & Project Director ( JMVP)  
Inland Waterways Authority of India  
Project Management Unit  
Address: A-13, Sector – 1  
City: Noida, Gautam Buddha Nagar, Uttar Pradesh  
ZIP Code: 201301 Country: India  
Telephone: +91 1202424544 ; Electronic mail address: vc.iwai@nic.in  
.....

## **“Instructions for Online Bid Submission”**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile. Additional instructions for foreign bidders can be seen on (sr. no. 13) <https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers (files) in which the bid documents have to be submitted, the number

of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
- 3) Bidder has to select the payment option as "offline" to pay the **Bid Security** as applicable and enter details of the instrument.
- 4) Bidder should prepare the bid security as per the instructions specified in the bidding document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the bidding documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format (or Price Schedule) with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ (Price Schedule) file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ (Price Schedule) file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded bid documents become readable only after the opening of the bids by the authorized bid openers.

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- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
  - 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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## **PART 1 – Bidding Procedures**



# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

## General

Clause No.	Topic		Description
1	Scope of Bid	1.1	In connection with the Invitation for Bids, the Purchaser <b>indicated in the Bidding Data Sheet (BDS)</b> , issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are <b>specified in the BDS</b> . The name, identification, and number of lots of are <b>provided in the BDS</b> .
		1.2	Throughout these Bidding Documents: <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “day” means calendar day</li> </ul>
2	Source of Funds	2.1	The Borrower or Recipient (hereinafter called “Borrower”) <b>specified in the BDS</b> has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) toward the cost of the project <b>named in the BDS</b> . The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
		2.2	Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
3	Corrupt and Fraudulent Practices	3.1	The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
		3.2	In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the

Bid submission and contract performance, and to have them audited by auditors appointed by the Bank

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| 4 | Eligible Bidders | <p>4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. <b>Unless specified in the BDS</b>, there is no limit on the number of members in a JV.</p> <p>4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if the Bidder:</p> <ul style="list-style-type: none"> <li>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>(b) receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>(c) has the same legal representative as another Bidder; or</li> <li>(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</li> <li>(e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or</li> <li>(f) 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</li> <li>(g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or</li> <li>(h) 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 ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</li> <li>(i) 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</li> </ul> |
|---|------------------|--|

involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB Clause 3.1 , or in accordance with the Bank's Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (Anti-Corruption Guidelines), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms is available at the electronic address specified in the **BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.

- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 5 Eligible Goods and Related Services
- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

#### **Contents of Bidding Documents**

- 6 Sections of Bidding Documents
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
  - Section II. Bidding Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Eligible Countries
  - Section VI. Bank Policy-Corrupt and Fraudulent Practices
- PART 2 Supply Requirements**
- Section VII. Schedule of Requirements
- PART 3 Contract**
- Section VIII. General Conditions of Contract (GCC)
  - Section IX. Special Conditions of Contract (SCC)



- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 Bid Document shall be available online. In case fee is charged, the mode of submission of tender fee shall be specified in **BDS**.  
The Purchaser shall not be responsible for the completeness of the Bidding Document and their Addendum/Corrigendum in accordance with ITB 8, if these were not directly downloaded from e-procurement portal.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7 **Clarification of Bidding Documents** 7.1 The electronic bidding system provides for raising queries online. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser online through the e-portal specified in the **BDS** or raise queries during the pre-bid meeting if provided for in accordance with **Bid Data Sheet**.. Clarifications sent through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided such request is received within a period specified in the **Bid Data Sheet**. Description of clarification sought and the response of the Purchaser will be uploaded on the e-portal for information of the public or other bidders without identifying the source of request for clarification. Should the clarification result in changes in the essential elements of the Bidding Document, the purchaser shall amend the Bidding Document in the e-portal following the procedure under ITB 8 and ITB 22.2 –
- 8 **Amendment of Bidding Documents** 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda in the e-portal. Any addendum issued shall be part of the Bidding Documents.
- 8.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 by issuing a notification in the e-portal

#### 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. However, the tender fee shall be as mentioned in the Invitation For Bids and the **BDS** clause 6.3.

- |    |                                     |   |
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| 10 | <b>Language of Bid</b>              | <p>10.1 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 <b>specified in the BDS</b>. 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 <b>specified in the BDS</b>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>   |
| 11 | <b>Documents Comprising the Bid</b> | <p>11.1 The Bid shall comprise, two parts, namely</p> <ul style="list-style-type: none"> <li>• Technical Part and</li> <li>• Financial Part.</li> </ul> <p>These two Parts shall be uploaded simultaneously in two separate electronic files. One file shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two files shall be uploaded in the CPPP portal.</p> <p>11.2 The <b>Technical Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid- Technical Part:</b> prepared in accordance with ITB 12;</li> <li>(b) <b>Scanned copy of Bid Security or Bid-Securing Declaration:</b> in accordance with ITB 19.1;</li> <li>(c) <b>Alternative Bids - Technical Part:</b> if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;</li> <li>(d) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB20.2 ;</li> <li>(e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</li> <li>(f) documentary evidence in accordance with ITB 17.1 establishing the Bidder's eligibility to Bid.</li> <li>(g) documentary evidence in accordance with ITB 16, establishing that the Goods and Related Services to be supplied by the Bidder are of eligible origin.</li> <li>(i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding documents</li> <li>(h) any other document <b>required in the BDS</b>.</li> </ul> |

- (j) Statement of deviations and exceptions to the provisions of Section VII-Schedule of Requirements as required under ITB 16.3
- (k) Performa for Performance Statement (For Manufacturer and for Authorized Representative) duly filled in, as per Formats given in Section IV- Bidding Forms.(l) Manufacturer's Authorization Certificate as per Format given in Section IV-Bidding Forms.
- (m) Scanned copy of Demand Draft towards the tender fee as required in ITB 6.3
- (n) Qualification information: Documentary evidence in support of Bidder's qualifications indicating that the Bidder meets each of the qualification criterion specified in Section III- Evaluation and Qualifcation Criteria pursuant to ITB Clause 17.2.
- (o) Duly filled Bidder Information Form as per Format given in Section IV- Bidding Forms.

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

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

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) completed price schedules n accordance with ITB 12 and ITB 14;
- (c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;
- (d) any other document **required in the BDS.**

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

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

12 **Letter of Bid and Price Schedules /**

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

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| 13 | <b>Alternative Bids</b>         | 13.1 Unless otherwise <b>specified in the BDS</b> , alternative bids shall not be considered.  |
| 14 | <b>Bid Prices and Discounts</b> | <p>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.</p> <p>14.2 All lots and items must be listed and priced separately in the Price Schedules.</p> <p>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.</p> <p>14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Letter of Bid – Financial Part.</p> <p>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, <b>unless otherwise specified in the BDS</b>. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero</p> <p>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 <b>specified in the BDS</b>, 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.</p> <p>14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the <b>BDS</b>.</p> <p>14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:</p> <p style="padding-left: 40px;">(a) <b>For Goods manufactured in the Purchaser's Country:</b></p> |

- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Purchaser's Country tax, GST and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**

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

- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the **BDS**;
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;

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

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties/ GST and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any Purchaser's Country GST and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.

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

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

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| 15 | <b>Currencies of Bid and Payment</b>   | <p>15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be as specified in the <b>BDS</b>. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the <b>BDS</b>.</p> <p>15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's Country.</p>   |
| 16 | <b>Documents Establishing the Eligibility and Conformity of the Goods and Related Services</b> | <p>16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5 , Bidders shall complete the country of origin declarations in the Price Schedule Forms , included in Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.</p> <p>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.</p> <p>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 <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.</p> <p>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.</p> |
| 17 | <b>Documents Establishing the Qualifications of the Bidder</b>                                 | <p>17.1 To establish their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p>  |

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 period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
  - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19      **Bid Security**

- 19.1 The Bidder shall furnish as part of the Technical Part of its bid, scanned copy of Bid Security or a Bid-Securing Declaration, as specified in the **BDS**.
  - (a) Bid Security shall be submitted in its scanned copy on the E-tender portal.

- (b) The original of the Bid security shall be submitted in accordance with the procedures specified in the ITB 20.1. The Bid Security shall remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB 20.1
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
  - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 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 42.
- 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 on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 41 ; or



(ii) furnish a performance security in accordance with ITB 42.

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 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**, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42; the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20 **Format and  
Signing of Bid**

20.1 The Bidder shall prepare the documents in accordance with ITB Clause 11 and 21.

In addition, the Bidder shall submit originals of the Bid Security, Power of Attorney and original affidavit in the manner and before the deadline specified in the **BDS 20.1**. In the event of any discrepancy between the original and the uploaded documents, the original shall prevail.

20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder

20.3 The Bid shall be signed in the manner specified in the BDS 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 Technical Part of the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

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 the legally authorized representative(s).

### **Submission and Opening of Bids**

21 **Submission,  
Sealing and  
Marking of Bids**

21.1 Bidders shall submit their bids electronically, as specified in the BDS. including alternative bids, if permitted in accordance with ITB Clause 13, through the e-portal Any document submitted through any other means will not be considered as part of the bid except for the Originals specified in ITB 20.1

22 **Deadline for  
Submission of  
Bids**

22.1 Bids must be uploaded in the e-portal no later than the date and time **specified in the BDS**.

- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The amendment/notification shall be notified in the e-procurement platform.
- 23     **Late Bids**     23.1 e- Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be considered as acknowledgement of the bid submission. Any other system functionality shall be specified in the **BDS**.
- 24     **Withdrawal, Substitution, and Modification of ds**     24.1 A Bidder may withdraw, substitute, or modify its Bid on the e-portal, in accordance with the process defined in the BDS, no later than the date and time **specified in the BDS**. Modifications/Withdrawals of the Bid sent through any other means shall not be considered by the Purchaser.
- 24.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity as specified by the Bidder on the Letter of Bid or any extension thereof. Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.

### Public Opening of Technical Part of Bids

- 25     **Bid Opening**     25.1 The Purchaser shall conduct the opening of technical parts of electronic bids in public at the address, date and time **specified in the BDS**. The Bidders may view the bid opening by logging on the e-portal.
- 25.2 The withdrawn bid will not be available in the system and therefore will not be read. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3 Technical parts of all the bids shall be opened one at a time. On opening of Technical Parts of the Bids, the Purchaser shall read out the name of the Bidder and whether there is a modification and Alternative Bid, the presence or absence of scanned copy of a Bid Security and any other details as the Purchaser may consider appropriate.
- 25.4 At the bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid.
- 25.5 The Purchaser shall prepare a record of the opening of Technical Parts of the Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or

modification; and any alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

- 25.6 The Bidders' representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the attendance sheet. A copy of the record shall be made available on the e-portal.

### **Evaluation of Bids – General Provisions**

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| 26 | <b>Confidentiality</b>                         | <p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB Sub-Clause 26.2. , from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>  |
| 27 | <b>Clarification of Bids</b>                   | <p>27.1 To assist in the examination, evaluation, comparison of the Bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.</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 | <b>Deviations, Reservations, and Omissions</b> | <p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</p>   |

- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29 **Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
  - (d) 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, reservation or omission.
- 29.3 If a Technical bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- if a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30 **Nonconformities, Errors, and Omissions**
- 30.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component

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| 31   | <b>Correction of Arithmetical Errors</b> | <p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>The system automatically calculates the total amount from the unit rates and the quantities and the system automatically populates the amounts in words from the amount in figures and therefore there will be no room for discrepancy and no need for correction of arithmetical errors.</p>  |
| 32   | <b>Conversion to Single Currency</b>     | <p>32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted to a single currency as <b>specified in the BDS</b>.</p>   |
| 33   | <b>Margin of Preference</b>              | <p>33.1 <b>Unless otherwise specified in the BDS</b>, a margin of preference shall not apply</p>   |
| 34   | <b>Evaluation of Bids</b>                | <p style="text-align: center;"><b>Evaluation of Technical Parts of the Bids</b></p> <p><b>34.1 Evaluation of Technical Parts</b></p> <p>The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.34.1</p> <p>34.1.1 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 11, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.</p> <p>34.1.2 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 27, ITB 28, ITB 29, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.</p>   |
| 34.2 | <b>Determination of Responsiveness</b>   | <p>34.2.1 The Purchaser's determination of Technical 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:</p> <ul style="list-style-type: none"> <li>(a) if accepted, would:             <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul> <p>34.2.2 If a Technical Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not</p> |

subsequently be made responsive by correction of the material deviation, reservation, or omission.

**34.3 Qualification of the Bidders**

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

34.3.2 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.

34.3.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

**Public Opening of Financial Part of Bids**

**34.4 Public opening of Financial Parts**

34.4.1 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 make public on e-procurement portal the list of technically responsive and qualified Bidders. The date, time and location of the public opening of electronically submitted Financial Parts of the Bids shall be notified on the e-portal. In the event of the specified date being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

34.4.2 At the time of the opening of Financial Parts of the Bids, the names of the bidders whose bids were found responsive during technical evaluation and have submitted the original documents pursuant to ITB 20.1 will be announced and Financial Parts of the Bids of only those bidders will be opened online. The responsive bidders' names, the Bid prices, the total amount of each bid, discount, if any, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening online. Any Bid price including discounts, if any, which is not declared and recorded, will not be taken into account in Bid Evaluation

The Employer shall prepare the minutes of the online opening of Financial Part of Bids and upload the same for viewing online.

34.4.3 The Purchaser shall neither discuss the merits of any Bid nor reject any "FINANCIAL PART OF THE BID" during opening. Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder whose Financial Part was opened;
- (b) the Bid price, per lot (contract) if applicable, including any discounts,
- (c) if applicable, any Alternative Bid - Financial Part.

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

#### **Evaluation of Financial Parts**

#### **Evaluation of Financial Part of Bids**

34.4.5 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

34.4.6 To evaluate the Financial Parts of the Bids, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3; (Not applicable as per BDS 31)
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 33 if applicable.
- (f) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITB 30.3

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

34.4.7 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in the Purchaser's Country, GST and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, GST and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

- 34.4.8 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 11. . These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 34.4.6 (d).
- 34.4.9 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to **quote separate prices for one or more lots**, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 35      **Comparison of Financial Parts of Bids**      35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.4.6 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and GST and similar taxes levied in connection with the sale or delivery of goods.
- The bids will be classified in one of the three Groups, viz. Group A, Group B and Group C in accordance with paragraph 1 of "Section III. Evaluation and Qualification Criteria". The lowest evaluated bid of each Group shall be determined and the lowest evaluated bid shall be selected for award of contract in accordance with the procedure mentioned in "Section III. Evaluation and Qualification Criteria".
- 36      **Post qualification of the Bidder**      Deleted from here and included as ITB Clause 34.3
- 37      **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**      37.1 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, Bid Securities shall be promptly returned to the Bidders.
- Award of Contract**
- 38      **Award Criteria**      38.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially



responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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| 39 | <b>Purchaser's Right to Vary Quantities at Time of Award</b> | 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.  |
| 40 | <b>Notification of Award</b>                                 | <p>40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in <i>UNDB online</i> the results identifying the bid and lot (contract) numbers and the following information:</p> <ul style="list-style-type: none"> <li>(i) name of each Bidder who submitted a Bid;</li> <li>(ii) bid prices as read out at Bid Opening;</li> <li>(iii) name and evaluated prices of each Bid that was evaluated;</li> <li>(iv) name of bidders whose bids were rejected and the reasons for their rejection; and</li> <li>(v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.</li> </ul> <p>40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected</p> |
| 41 | <b>Signing of Contract</b>                                   | <p>41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement and the Conditions of Contract.</p> <p>41.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p>  |

- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, 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.
- 42      **Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 42.2 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 or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

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## Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Vice Chairman & Project Director <i>Inland Waterways Authority of India, Ministry of Shipping, Government of India</i>
ITB 1.1	<p>The name of the National Competitive Bidding is</p> <p>Procurement of Supply, installation, and integration of IPPBX and VOIP/SIP through VPN Connectivity at Noida, Varanasi, Patna, Sahibganj, Farakka and Kolkata.</p> <p><i>The identification number of the NCB is</i></p> <p><b>IN-IWAI- 52298-GO-RFB</b></p> <p>The number and identification of lots (contracts) comprising this NCB is:</p> <p>Only one lot</p> <p>consisting of System of Supply, installation, and integration of IPPBX and VOIP/SIP through VPN Connectivity at Noida, Varanasi, Patna, Sahibganj, Farakka and Kolkata per Technical specifications given in Section VII. Schedule of Requirements.</p>
ITB 2.1	<p>The Borrower is: <i>Government of India.</i></p> <p><i>IBRD Loan number: IBRD P-87520 Amount: US\$ 375 Million</i></p>
ITB 2.1	<p>The name of the Project is:</p> <p><i>“Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas Project)”</i></p>
ITB 4.1	Maximum number of members in the <b>JV shall be three (03).</b>
ITB 4.4 & 4.7	A list of debarred firms is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
ITB 6.3	<p>TENDER FEES is required: yes</p> <p><b>Tender fees is INR 1000.00</b></p> <p>Applicants submitting their bid in the downloaded version would need to submit the tender fee along with their bid at the time of bid submission in the form of a crossed non-refundable demand draft for the above amount drawn in favour of “IWAI FUND” payable at NOIDA / Delhi .</p>

	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>Web page where bidding process information is published:</p> <p>For <b><u>Clarification of bid purposes, kindly forward the queries at</u></b></p> <p>Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , samir@iwai.gov.in</p> <p>Attention: <i>Vice Chairman &amp; The Project Director, Project Management Unit CANW-1 Project,</i></p> <p>Address: <i>A-13, Sector – 1</i></p> <p>City: <i>Noida, Gautam Buddha Nagar, Uttar Pradesh</i></p> <p>ZIP Code: <i>201301</i></p> <p>Country: <i>India</i></p> <p>Telephone: <i>+91 12022424544</i></p> <p>Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , samir@iwai.gov.in</p> <p><u>All requests for clarifications should sent at above email address no later than 15 (Fifteen) days prior to the date of bid submission.</u></p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	<p>The language of the bid is: <i>English</i></p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<b>ITB 11.1 (j)</b>	The Bidder shall submit the following additional documents in its bid mentioned in Section III Paragraph 3.2: (documents in support of QR)
<b>ITB 11.2</b>	<b>No deviation</b> is allowed
<b>ITB 13.1</b>	Alternative Bids “ <b><i>shall not be</i></b> ” considered.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
<b>ITB 14.6</b>	<p>Bids are being invited for only one lot as specified in BDS clause 1.1.</p> <p>Prices quoted for the lot (contract) shall correspond to at least 100 percent of the items specified for the lot (contract).</p> <p>Prices quoted for each item of the lot shall correspond at least to 100 percent of the quantities specified for this item of the lot.</p>
<b>ITB 14.8 (b) (i) and (c) (v)</b>	<p>Place of Destination : As defined in Technical Specifications.</p> <p>Noida, Varanasi, Patna, Sahibganj, Farakka, Kolkata</p>

<b>ITB 14.8 (a) (iii); (b) (ii) and (c) (v)</b>	“Final destination (Project Site)”: ....., <i>Sites as defined in Technical Specifications along with their Regional Offices.</i>
<b>ITB 15.1</b>	The prices shall be quoted by the bidder in <b>INR only</b> .
<b>ITB 16.3</b>	For this purpose, the Bidder shall submit a Statement of Deviations and Exceptions to the provisions of Section VII Schedule of Requirements, along with the bid. Deviations and exceptions mentioned elsewhere in the Bid shall not be considered.
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>Five years</i>
<b>ITB 17.2 (a)</b>	Manufacturer’s authorization is: <i>required</i>
<b>ITB 17.2 (b)</b>	After sales service is: <i>required</i>
<b>ITB 18.1</b>	The bid validity period shall be <i>120 days</i> .
<b>ITB 18.3 (a)</b>	Firm Price Contract. No adjustment allowed.
<b>ITB 19.1</b>	Bid Security shall be in the form of a Bank Guarantee OR Demand Draft issued by a bank located in the Purchaser’s country (Nationalized or Scheduled Commercial Bank in India).
<b>ITB 19.3 (a)</b>	<b>The currency and amount of the Bid Security shall be: -</b> <b><i>INR 88,000.00</i></b>
<b>ITB 19.9</b>	Not applicable
<b>ITB 20.1 (a)</b>	<p>The bidders shall submit the following ‘<b>Original Documents</b>’ at the following address :-</p> <p><b>Vice Chairman &amp; Project Director</b>  <b>Inland Waterways Authority of India</b>  <b>Ministry of Shipping, Govt. of India,</b>  <b>Project Management Unit, JMVP</b>  <b>A-13, Sector-1,</b>  <b>Noida [UP] before the deadline for opening of bids (i.e. upto 03.00 PM on 29.05.2018)</b></p> <p>either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive. The Bidder is solely responsible for to ensure</p>

	<p>submission of the requisite original documents before the stipulated time and date and the Purchaser will not be responsible for postal or courier delays.</p> <ul style="list-style-type: none"> <li>a) Original bid security in prescribed format as indicated in ITB 19</li> <li>b) Original written confirmation authorizing the signatory of the Bid to demonstrate the authority of the signatory to sign the bid on behalf of the Bidder as indicated in ITB 20.2</li> <li>c) Original affidavit vouching for the correctness of the information furnished and documents uploaded on the Letter head of the firm;</li> </ul> <p>The above <b>Original Documents</b> should be inserted in an envelope and the envelope shall be sealed and addressed to the Purchaser at the address given below along with a Technical Proposal (one original &amp; one Copy) of the uploaded version.</p> <p>The envelope shall bear the following identification marks:</p> <p>NCB No. IWAI-IN-52298-GO-RFB.</p> <p>..... for Procurement of Supply, installation, and integration of IPPBX and VOIP/SIP through VPN Connectivity at Noida, Varanasi, Patna, Sahibganj, Farakka and Kolkata</p> <p><b>ii Not to open before: <i>The date and time mentioned above (Date 30/05/2018 Time 03.30PM.)</i></b></p> <p><b>iii. Addressed to the Purchaser:</b></p> <p>Attention: <i>The Project Director, Project Management Unit CANW-1 Project,</i></p> <p>Address: <i>A-13, Sector – 1</i></p> <p>City: <i>Noida, Gautam Buddha Nagar, Uttar Pradesh</i></p> <p>ZIP Code: <i>201301</i></p> <p>Country: <i>India</i></p> <p>Telephone: <i>+91 12022424544</i></p> <p>Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></p> <p><b>iv. Bear the Name and address of the Bidder:</b></p> <p>.....</p> <p>If the above envelope containing the original documents is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the envelope.</p>
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<b>ITB 20.1 (b)</b>	<p>The Bidder shall submit their bid electronically, including alternative bids, if permitted in accordance with ITB 20.1, through the e-procurement portal.</p> <p><b>Bids are invited Electronically on Single Stage Two Envelope basis</b></p> <p><b>Electronic Envelope-I</b></p> <ol style="list-style-type: none"> <li>Bid Security, POA, Affidavit, etc</li> <li>JV Agreement ( if applicable )</li> <li>Qualification Requirements</li> <li>Technical Proposal</li> <li>Signature of person signing bid with authorization</li> <li>List of after Sales Service Centre's – Location wise</li> </ol> <p><b>Electronic Envelope-II</b></p> <ul style="list-style-type: none"> <li>Price Proposal</li> </ul> <p>All the documents are required to be signed digitally by the bidder. Any document submitted through any other means will not be considered as part of the Bid except for the Originals specified in ITB 20.3. However bids shall be submitted along with documents listed at ITB 11.</p>
<b>ITB 20.2 and 20.3</b>	<p>The written confirmation of authorization (in the form of a Letter on Bidder's Letterhead) to sign on behalf of the Bidder, confirming the signature as a person duly authorized to sign should be attached with the bid. The name and position held by each person signing authorization must be typed below the signature.</p> <p>Each page of the entire bid should be numbered serially.</p> <p>All the documents uploaded on e-procurement platform under this Bidding process should be clearly readable. Any detail which is not readable shall not be taken into consideration for evaluation purpose and such bid may be treated as non-responsive.</p>
	<p><b>D. Submission and Opening of Bids</b></p>
<b>ITB 21.1</b>	<p>The Bidders shall upload the bid, in accordance with ITB 11 on the e-Procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>,</p> <p>No other mode of submission is permitted. Telex, Cable or Facsimile Bids shall be rejected as non-responsive.</p> <p>Telex, Cable or Facsimile bids will be rejected as non-responsive.</p> <p>Bids submitted by any other means other than through e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) shall be rejected.</p>

	After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.
<b>ITB 21.1</b>	<p><b>The deadline for uploading of bids on the e-portal is:</b>  <b>Date: 29/05/2018 Time: 1500 Hrs IST</b></p> <p>Purchasers Address is:  Vice Chairman &amp; Project Director ( JMVP)  Inland Waterways Authority of India  Ministry of Shipping, Govt. of India  Project Management Unit  Address: A-13, Sector – 1  City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301  Country: India</p> <p>Telephone: +91 12022424544  mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:samir@iwai.gov.in">samir@iwai.gov.in</a>  Telephone: +91 12022424544</p>
<b>ITB 23.1</b>	The e- Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be considered as acknowledgement of the bid submission. Any other system functionality shall be specified in the <b>BDS</b> .
<b>ITB 25.1</b>	<p><b><i>The Electronic Envelope I – containing Technical proposal along with following details shall be opened for only those bidders, whose Original documents stipulated at ITB- 20.1 (a) have been received.</i></b></p> <ul style="list-style-type: none"> <li>a. Bid Security, POA, Affidavit, etc</li> <li>b. JV Agreement ( if applicable)</li> <li>c. Qualification Requirements</li> <li>d. Technical Proposal</li> <li>e. Authorization</li> </ul> <p><b><i>Original documents and the Electronic Bids will be opened-</i></b>  <b><i>** ( 1 day after closure of bid Submission date )</i></b></p> <p>at the following address:  <b>Office of</b>  <b>Vice chairman &amp; Project Director PMU,</b>  <b>Inland Waterways Authority of India,</b></p>



	<p><b>A-13, Sector-1, Noida, Uttar Pradesh, India - 201301.</b></p> <p><b><i>The Electronic Envelope II – containing Price Proposal</i></b></p> <p><i>Along with breakup of prices will be opened for only those bidders who have fulfilled the Qualification Criteria and Technical requirements &amp; Eligibility Criteria. And has been found meeting all the requirements as stipulated in this document, at a later date.</i></p> <p><i>The shortlisted bidders shall be informed about such date.</i></p> <p><b><i>Electronic Envelope-II - Price Proposal</i></b></p> <p>In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.</p> <p><b>The Opening of Technical Bids shall be done on,</b></p> <p><b>Date: 30/05/2018 Time: 15:30 Hrs IST</b></p> <p>Purchasers Address is:</p> <p>Vice Chairman &amp; Project Director ( JMVP)</p> <p>Inland Waterways Authority of India</p> <p>Project Management Unit , Address: A-13, Sector – 1</p> <p>City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301</p> <p>Country: India</p> <p>Telephone: +91 12022424544</p> <p>mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 32.1</b>	Bid prices shall be expressed in : <i>INR</i>
<b>ITB 33.1</b>	<p>Domestic preference <b><i>“shall not be”</i></b> be a bid evaluation factor.</p> <p>The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</p>

<b>ITB 34.4.6 (d) and 34.4.8</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>Yes, Adjustment as referred to in paragraph 2 of Section III will be applied to the bid price for bids offering delivery period beyond the earliest delivery period of 01 month (specified in Section VII Schedule of Requirements) @ 1% per month or part of a month. No credit will be given for the deliveries before the earliest delivery period.</i></p> <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) Cost of Recommended mandatory spare parts, and services: <i>No</i>,</p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <i>(No, in case the spares and after-sale services are not available then such a bid will be summarily rejected).</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment: <i>No</i>.</p> <p>(f) the performance and productivity of the equipment offered: <i>No</i>.</p>
<b>ITB 33</b>	<p>Adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 shall be as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 14</b>	<p>Bidders "<i>shall not</i>" be allowed to quote separate prices for one or more items.</p>
	<p style="text-align: center;"><b>F. Award of Contract</b></p>
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be varied : +/- 15%</p>

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## **Section III. Evaluation and Qualification Criteria**

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

### **Contents**

1. Margin of Preference (ITB 33.1 )
2. Evaluation (ITB 34)
3. Qualification (ITB 34.3)

## **1. Margin of Preference (ITB 33.1 ) – Not Applicable**

## **2. Evaluation (ITB 34)**

### **2.1 Evaluation Criteria (ITB 34)**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 11.3 , one or more of the following factors as specified in ITB Sub-Clause 34.4.6 (d) and in BDS referring to ITB 34.4.6 (d) and 34.4.8, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements . No credit will be given to deliveries before the earliest date. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.4.6 (d) , will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of Requirements*

- (b) Deviation in payment schedule. *Not applicable*

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 16.4 , is in the “List of Goods and Delivery Schedule” in Section VII Schedule of Requirements . An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

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

(i) *An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS 34.4.6 (d). if quoted separately, shall be added to the bid price, for evaluation purpose only.*

- (e) Projected operating and maintenance costs: *Not applicable*

- (f) Performance and productivity of the equipment: *Not applicable*

### **2.2 Multiple Contracts (ITB 34.4.9) – Not applicable**

### **2.3. Alternative Bids (ITB 13.1) – Not applicable**

## **3. Qualifications (ITB 34.3)**

### 3.1. Post-qualification Requirements (ITB 34.3.1)

After determining the technically responsive bid in accordance with ITB 34, the Purchaser shall determine whether the Bidders, whose bids have been determined to be substantially technically responsive to the bidding document, meet the qualification criteria, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of Bidder's qualifications.

(i) Financial Capability:

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

- (a) The Bidder should have Minimum **Average Annual Financial turnover of INR 44.00 Lacs** calculated as total certified payments received for contracts in progress or completed, within the last three (3) Financial years.
- (b) The bidder should have financial solvency of not less than INR 44.00 Lacs and submit the scan copy of Solvency certificate from a Nationalized/scheduled Bank as the documentary evidence .

(ii) Experience and Technical Capacity:-

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirements.

The bidder must have successfully supplied & Commissioned similar goods / equipment's during last (7) seven years prior to the date of Submission of Bid.

**1 (one) contract with minimum value of INR 35.20 Lac**

Or

**2 (Two) contracts each with minimum value of INR 26.40 Lac**

To demonstrate the above, the bidder shall furnish the details of experience and past performance for the equipment offered and for those of similar nature and submit Performance Statement as per "Performa for Performance Statement" given under Section IV The Bidder shall submit the user's satisfaction certificate on the letterhead of the user / user department / ministry / government.

\*(Similar equipment means Supply, installation, and integration of IPPBX and VOIP/SIP through VPN Connectivity)

Documentary Evidence:

The Bidder should furnish documentary evidence to demonstrate that the Goods it offers meet the technical & qualification requirements.

**3.2 Documentation in support of Qualifying Criteria:**

The Bidder shall enclose with its Bid the self-attested scanned copy of all necessary documentary evidence of credentials in support of meeting the Bid Qualification Criteria, viz

- a) Certificate(s) from its statutory auditors specifying Financial Turn Over;
- b) Purchase/Work Order Copies along with Certificate(s) confirming that the Bidder has completed similar works from User / Owner.
- c) For Authorized agents - legally enforceable authorization from OEM in the prescribed format;

\*\*\*\*\*

## Section IV. Bidding Forms

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## Bidder Information Form

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1	Bidder's Legal Name	<i>[insert Bidder's legal name]</i>	
2	In case of JV, legal name of each party	<i>[Not Applicable]</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 Legal 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>Representative's Address</i>
		Telephone/Fax numbers	<i>Representative's telephone/fax numbers</i>
		Email Address	<i>Representative's email address</i>
7	Attached are copies of original documents of	<p style="text-align: center;"><i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</p>	



## Joint Venture Partner Information Form – Not Applicable

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1	Bidder's Legal Name	<i>[insert Bidder's legal name]</i>	
2	JV partners , legal name	<i>[insert JV party legal name ]</i>	
3	JV's Party Country of Registration	<i>[insert JV's Party country of registration]</i>	
4	JV's Party Year of Registration:	<i>[insert JV's Part year of registration]</i>	
5	JV's Party Legal Address in Country of Registration	<i>[insert JV's Party legal address in country of registration]</i>	
6	JV's Party Authorized Representative Information	Name:	<i>[insert name of JV's Party authorized representative]</i>
		Address:	<i>address of JV's Party</i>
		Telephone/Fax numbers	<i>telephone/fax numbers of JV's Party</i>
		Email Address	<i>email address of JV's Party</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 Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.	

## 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 electronic file “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:** [insert date (as day, month and year) of Bid submission]

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

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

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

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

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 4.4 & 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 21.1 (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 4.5 & 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.

## Letter of Bid - Financial Part

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

*Place this Letter of Bid - Financial Part in the second electronic file marked "FINANCIAL PART".*

*The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address and upload on the portal.*

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

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

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

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

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

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

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

- (a) **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 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

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

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

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

- (c) **Discounts:** The discounts offered and the methodology for their application are:

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

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

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

Name of Recipient	Address	Reason	Amount

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

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

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

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

## 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

<b>Currencies in accordance with ITB Sub-Clause 15</b>					Date: _____ NCB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8
Service N°	Description of Services (includes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total EXW Price per line item (Col. 4×5)	GST and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8 (c)(iv))	Total Price per line item (Col. 6+7)
[insert number of the Service ]	[insert name of Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total EXW price per line item]	insert sales and other taxes payable per item if Contract is awarded]	[insert total price per item]
1	<b>(For NOIDA) IP-PBX (with 2 PRI) 'Advance' - With minimum 8GB RAM with Quad core processor and HD of 500 GB (RAID 1) per Box. Minimum 4 Ports (RJ45) of 1/10G per box, users scalable upto 2000.all class-5 one Features: Multilevel IVRS, CLI, ACD, LCR, Rating &amp; Charging for user base call control etc. 100% Voice mail Ports (for all extensions) Inbuilt HDD for 100% Voice recording Incoming , Outgoing, Extension Wise Report , Etc. SIP Licence 70 Party Meet me Conference brid Click to Call AP</b>		1				

2	<b>( For Varanasi, Patna, Sahibgunj, Kolkata, Farakhha - one each)</b> <b>IPPBX Appliance' Basic' for 30 Users -</b> With minimum 4GB RAM with dual core processor and HD of 300 GB per Box. Minimum 4 Ports (RJ45) of 1/10G per box, users scalable upto 400		5				
3	<b>Supply of 8-Port Metal housing Umanaged Gigabit PoE Switch,</b> 8 Ports support PoE, 16G switching capacity, 96W power supply, 4K MAC address table. <b>(For Varanasi, Patna, Sahibgunj, Kolkata, Farakhha)</b>		5				
4	<b>6U Wall Mounted Rack</b> with Fan & Accessories <b>((For Noida, Varanasi, Patna, Sahibgunj, Kolkata, Farakhha)</b>		6				
5	<b>Supply of 24 Ports POE+ Layer2 Managed Switch:</b> 24-RJ-45 10/100/1000 Ports; 2-SFP Uplink Ports; 24-PoE Port; 52Gbps-Switching Capacity; 38.7Mpps-Forwarding Rate; 16M-Flash Memory; 128M-DRAM; 8K-MAC Address Table Size; 10K-Jumbo Frames; 190W-PoE Power Budget; 19"/1U-Rack Space		1				



6	(for NOIDA, Varanasi, Allahabad, Patna, Sahibgunj, Kolkata, Farakhha)  UTM/Firewall for VPN : » Recommend User Limit: 25 » Form Factor: Desktop » Firewall throughput: 2.3 Gbps » VPN throughput: 425 Mbps » IPS throughput: 500 Mbps » Ethernet interfaces: 4 x GE » Built-in wifi: 802.11a/b/g/n (2.4 GHz / 5 GHz)		6				
7	(NOIDA, Varanasi, Patna, Sahibgunj, Kolkata, Farakhha) Firewall/UTM 5 Year Subscription: FullGuard Plus and Sophos 24/7 Support Bundle: (		6				
8	Base License for All the Features		1				
9	Basic Intercom software (for up-to 230 users extensions)		1				
10	Enter LevelIP Phones with Dual LAN port and POE (for all Location)		30				
11	Onsite Installation Charges, Document, Solution and Integration (Lumpsum for All Location)		Lumpsum				
12	Other Miscellaneous work like: Passive work of Local Area Networking - Supply & installation of CAT6 Cable, I/O / Face Plate with SMB & PVC Channel/Pipe etc. (LumSum for all Location)		Lumpsum				
13	CAMC Price after warranty period of 03 Years						
14	For Ist Year		Year				

15	For IInd Year		Year			
Total Bid Price with 03 Years of Warranty & CAMC of 02 Years						

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

## Bid Security (Bank Guarantee)

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

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

## Manufacturer's Authorization

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

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

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

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

To: *[insert complete name of Purchaser]*

### WHEREAS

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

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

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

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

Title: *[insert title]*

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

## PROFORMA FOR PERFORMANCE STATEMENT (FOR MANUFACTURER)

[Please see ITB Clause 11.2 (k) and Section III-  
Evaluation and Qualification Criteria (3.1) ]

**Performance Statement for a period of last seven (7) years i.e. 2011, 2012, 2013, 2014,  
2015, 2016 and 2017 Year wise**

NCB No. \_\_\_\_\_

Date of opening .....

Lot No.: \_\_\_\_\_

Name of the Firm \_\_\_\_\_

<u>Order placed by (full address of Purchaser) and contact details (e-mail and phone no.)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>	<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning to the satisfaction of purchaser?</u>
1	2	3	4	5	6	7
<b>Year2011:</b>						
<b>Year2012:</b>						
<b>Year2013:</b>						
<b>Year2014:</b>						
<b>Year2015:</b>						
<b>Year 2016:</b>						
<b>Year 2017:</b>						

Signature and seal of the Bidder \_\_\_\_\_

# PROFORMA FOR PERFORMANCE STATEMENT (FOR BIDDER AS AUTHORIZED REPRESENTATIVE)

[Please see ITB Clause 34.3.2 and Section III-  
Evaluation and Qualification Criteria]

**Performance Statement for a period of last seven (7) years i.e. 2011, 2012, 2013, 2014,  
2015, 2016 and 2017 year wise**

NCB No. \_\_\_\_\_  
.....

Date of opening

Name of the Firm \_\_\_\_\_

<u>Order placed by</u> <u>(full address of</u> <u>Purchaser) and</u> <u>contact details (e-</u> <u>mail and phone</u> <u>no.)</u>	<u>Order No.</u> <u>and date</u>	<u>Description</u> <u>and quantity</u> <u>of ordered</u> <u>equipment</u>	<u>Value</u> <u>of</u> <u>order</u>	<u>Date of</u> <u>completion</u> <u>of delivery</u>	<u>Remarks</u> <u>indicating</u> <u>reasons for</u> <u>late delivery.</u> <u>if any</u>	<u>Has the equipment</u> <u>been satisfactorily</u> <u>functioning to the</u> <u>satisfaction of</u> <u>purchaser?</u>
1	2	3	4	5	6	7
<b>Year2011:</b>						
<b>Year2012:</b>						
<b>Year 2013:</b>						
<b>Year 2014:</b>						
<b>Year 2015:</b>						
<b>Year 2016:</b>						
<b>Year 2017</b>						

Signature and seal of the Bidder \_\_\_\_\_

## Section V. Eligible Countries

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

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

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

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

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

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

\_\_\_\_\_None\_\_\_\_\_

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

\_\_\_\_\_None\_\_\_\_\_





## Section VI. Bank Policy - Corrupt and Fraudulent Practices

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

### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>1</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>2</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (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;<sup>4</sup>
  - (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;<sup>5</sup>
  - (v) “obstructive practice” is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into

<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>5</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>7</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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<sup>6</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## **PART 2 – Supply Requirements**

## **Section VII. Schedule of Requirements**

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## 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
1.	All the Items as defined in the Price Schedule	Quantity as defined in the Price Schedule			30 days from the date of award	30 days from the date of award	<i>[insert the number of days following the date of effectiveness the Contract]</i>
2							
3							

## 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	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
	N/A	N/A			

1. If applicable

**(SECTION-VII)**  
**TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

### AND

### COMPLIANCE STATEMENT

S/No.	Technical Compliance	Comply Yes/No
<b>1</b>	<b>IP -PBX Appliance System with 2PRI for Head quarters (Noida) - 1 No.</b>	
	<b>Hardware:</b> Appliance should have with minimum 2 PRI, 8GB RAM , Quad Core Processor, 500 GB HDD, 4 Ports (RJ45) of 1/10G and 100 users scalable upto 2000 users or Higher.	
<b>2</b>	<b>IP -PBX Appliance System with 1PRI (for Varanasi , Patna, Sahibganj, Farakka and Kolkata) – 5 Nos</b>	
	<b>Hardware:</b> Appliance should have with minimum 1 PRI, 4GB RAM , Dual Core Processor, 300 GB HDD. 4 Ports (RJ45) of 1/10G and 30 users scalable upto 400 or Higher	
<b>3</b>	<b>Licenses and Intercom software for all Locations (for 230 Users)</b>	
<b>A</b>	The solution should be processor based only. The software should be from indigenous or globally known OEM. No open source or Asterisk based solution is allowed. Preferred brand can be Avaya, Cisco , Neox and Alcatel or equivalent	
	The system should have IP architecture and provide support for integrated telephony solution for IP Phones, Video Phones, SIP Client, all 3rd party Mobile SIP Client, E1 / PRI, SIP and all 3rd party SIP gateways.	
	Provides reports for calls based on records, calls on a user basis, calls through gateways etc.	
	The system should have built-in Unified communication features like Click to call, MS Outlook integration ,chat , presence, etc.	
	Able to add bulk add and delete operations for devices and users.	
	Alternate Automatic Routing, Auto route selection and Least Cost Routing should be available.	
	The application should have inbuilt SIP / VOIP trunk facility without any additional module.	
	The system should support minimum of 10 registered SIP trunk for calling purpose.	
	System shall support at least “3(Three) in-built party” Video conferences facility.	
<b>B</b>	<b>Protocol:</b> Protocol to be supported: SIP, MGCP, H.323	
	Coder-decoder (codec) support for automated bandwidth selection: G.711 mu-law, a-law,G.729.	
	Should support appropriate Video Codec H.264 and H.263	
	Call processing and call-control.	



	Support for configuration database (contains system and device configuration information, including dial plan)	
	Digit manipulation and call treatment (digit string insertion, deletion, stripping, dial access codes, digit string translation)	
	Active - Passive disaster recovery mode. Solution should support working with automatic fail over mechanism, May make DR Site in Future	
	The solution should support routing of incoming calls based upon caller input to menus, real-time queue statistics, time of day, ANI, etc.	
	The solution should support active and standby server mode. In case of Main server in the Data centre fail the standby server should take over seamlessly. The solution solution should support placing of Main and Stand by server in both sites respectively.	
<b>C</b>	<b>General specs for Contact Cente:</b> System should support skill based routing.	
	The solution should support ACD based on longest available agent, Circular agent selection algorithms, Random selection and Most Idle Agent.	
	The solution should support the playing of customizable queuing announcements based upon the skill group that the call is being queued to, including announcements related to position in queue and expected delay.	
	The solution should support multiple list upload functionality for a single campaign	
	Disposition status of calls should be customizable as per the business needs.	
	Supervisor should be able to see the real-time status of agents, Live Calls, Calls in queue and the supervisors should be able to logout the agent from the supervisor desktop	
	Supervisors should be able to barge in a agents call and also if required take a call from an agent and attend it.	
	Supervisors should be able to monitor the agents call and also if required whisper to the agents when in need.	
	Supervisor should be able to download all reports in PDF, CSV and Excel format.	
	Agent Performance and activity report should be available in Graphical format for ease of access.	
	The solution should support Web based administration for addition new agents, assigning skills etc.	
	IVR should Play welcome messages to callers Prompting to press and collect DTMF digits.	
	Multi level IVR Tree should be possible with Multi language support	
	Agents should be able to log the converstaion by means of fields on his screen. This data should be saved and popped up if the call is recevied again.	
	Outbound Calling should support Preview, Predictive and Progressive type of calling mechanism	
<b>D</b>	<b>Administrative Features for IPPBX and VOIP:</b> Should have “web based administration UI with capability to delegate administrative specific task to power users”	
	Call detail records (Systemwide, extension wise)	

	CDR should be downloadable in various formats like PDF, CSV, Excel	
	Configuration of all Class 5 features via Web based GUI	
	Dialled number identification service	
	Recording File should be played on the GUI and should be downloadable by the administrator	
	Administrator should have access to Live Dashboard to see the details of Agent and Live call status.	
<b>E</b>	<b>User Features: IPPBX: Abbreviated Dial</b>	
	Answer and answer release, Call back busy, no reply to station Call back busy, no reply to station	
	Call back busy, no reply to station, Call forward—all (off net and on net)	
	Call forward—all (off net and on net), Call hold and retrieve	
	Call forward—busy, Call forward—no answer	
	Call status per line (state, duration, number)	
	Calling Line Identification, Calling party name identification	
	Calling Line Identification Restriction call by call	
	25 Party Meet me conference bridge (Multiple Room)	
	Automatic Scheduled conference with moderator control Panel	
	Call Paging : Manual and IVR Driven	
	Direct inward dial (DID), Distinctive rings and Caller Tune	
	Extension mobility support, Hands-free, speakerphone	
	Hands-free, speakerphone, Automatic Call back	
	Immediate Divert to voicemail for all extensions and 100% Fax to Email	
	100% Voicemail to Email for all extensions without any additional hardware	
	Inbuilt 100% Call Recording for all extensions without any additional hardware	
	Call Whispering, Call Whispering, Call Monitoring	
	Multi Level IVRS platform	
	System should support Chat facility (IM)	
	Inbuilt Rating and Charging for extension wise call control	
	Inbuilt SIP trunk ready platform	
	Provided platform should support FTP to archive historical CDR and Recording files	
	Interactive Voiceblaster	
<b>F</b>	<b>User Features: Contact Centre VOIP: Inbound, Outbound and Blended Voice Process</b>	
	Automated and Interactive Voice Blaster	
	Outbound Pacing Modes:- Predictive, Preview and Progressive	
	Do Not Call List Management	
	Unified Customer Contact History, Time Zone Administration	
	Enterprise Class Relational Database	
	Passive and On-Demand Call Recording	
	Call Detail Screen Pop-Ups, DNIS Routing	

	Queue Position/Queue Wait, Alternate number dialing	
	Customizable Customer Lead Management	
	Campaign and List Management	
	CRM and Business Application Integration	
	Advanced Desktop Scripting with Screen Pop-Ups for Call Guides	
	Call Conferencing from Agent screen	
	Call Transfer from Agent screen, Callback configuration	
	Logical Partitioning	
	SMS Integration, Email Integration	
	Multi Digit IVR support, Call Parking	
<b>G</b>	<b>Certifications &amp; Warranty:</b>	
	OEM / product should be ISO 27001, 14001 certified	
	Company Should be listened in Deloitte, Gartner , any equivalent .	
	The offered solution/product should not end of life before at least 5 years	
	Warranty - Must be quoted with the three years comprehensive replacement and direct OEM 8 x 5 NBD Support pack.	
	All Licences, Software and upgrade (Application, Database), security patches etc should be part of solution.	
<b>4</b>	<b>UTM/Firewall for VPN Connectivity (for NOIDA, Varanasi, Patna, Sahibganj, Kolkata and Farakka – 6 nos</b>	<b>-</b>
	Form Factor- Desktop or better	
	Firewall throughput 2.3 Gbps or better	
	VPN throughput 425 Mbps or better	
	IPS throughput 500 Mbps or better	
	Wireless interface 802.11a/b/g/n (2.4 GHz / 5 GHz) or better	
	Ethernet interfaces (fixed) 4 GE copper I/O ports or better	
<b>5</b>	<b>Firewall/UTM 5 Year Subscription: 24/7 Support Bundle: (NOIDA, Varanasi, Patna, Sahibganj, Kolkata, Farakka)- 6 nos.</b>	
<b>6</b>	<b>IP/VoIP Handset Phone with Caller ID ( for NOIDA,Varanasi , Patna, Sahibganj, Farakka and Kolkata)- 30 nos</b>	
	LCD – 132X48 Backlit LCD Display	
	SIP lines – minimum 2	
	Supported Codec (G.711, G.722, G.723.1, G.26, G.729AB,)	
	Should support latest SIPover UDP/TCP/TLS	
	Should have 2 Ethernet port 10/100	
	Should have Built-in PoE	
	Should support basic call features eg:- Call Hold / Resume , Call Waiting , Caller ID Display , Call Forwarding, three party conference.	
	Speakerphone: full duplex	
<b>7</b>	<b>8-Ports Metal housing Umanaged Gigabit PoE Switch (for Varanasi , Patna, Sahibganj, Farakka and Kolkata)- 5 nos</b>	

	8-Port Metal housing Umanaged Gigabit	
	8 Ports support PoE	
	16G switching capacity	
	96W Power Budget	
	4K MAC Address Table	
<b>8</b>	<b>24-Ports PoE+ Layer2 Managed Gigabit Switch for NOIDA – 1 nos</b>	
	19"/1U Rack Mountable	
	24-RJ-45 10/100/1000 Ports with 2-SFP Uplink Ports	
	24 Ports PoE	
	52 GBps Switching Capacity	
	38.7 Mbps Forwarding Rate	
	16 M Flash Memory	
	128 M DRAM	
	8K MAC Address Table Size	
	10 K Jumbo Frames	
	190 W PoE Power Budget	
<b>9</b>	<b>6U Wall Mounted Rack with Accessories for all Locations- 6 nos</b>	
	6U/500mmD Mountable Rack Including Front Glass Door	
	Fan 230 VAC 90 CFM x 1 nos	
	Power Strip (5 point - 5/15 Amp Socket) x 1 nos	
	Hardware ( Pkt of 10), x 2 pkts	
	1U Horizontal Wire Managers, 1 nos	
<b>10</b>	<b>Onsite Installation Charges</b>	
	Installation, Testing, Commissioning and Integration of all Locations	
<b>11</b>	<b>Training : Proper Training of IP-PBX System by expertise</b>	
	Other Miscellaneous Work	
	Like: Supply of Installation of Passive work for required LAN for User end, CAT6 Cable, Patch Cord, I/O, Face Plate with SMB, PVC Channel/Pipe etc.	

## **5. Inspections and Tests**

The following inspections and tests shall be performed: *As listed in the Technical Specifications*



## **PART 3 - Contract**





## Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

### 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 natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (o) “The Project Site,” where applicable, means the place named in the **SCC**.
- 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.
- Fraud and Corruption**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 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.
  - (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.

### **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.

<b>Joint Venture, Consortium or Association</b>	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 fulfilment 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.
<b>Eligibility</b>	<p>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.</p> <p>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.</p>
<b>Notices</b>	<p>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 <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<b>Governing Law</b>	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 <b>SCC</b> .
<b>Settlement of Disputes</b>	<p>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.</p> <p>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</p>

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.

**Inspections and  
Audit by the  
Bank**

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**Scope of Supply**

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

**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.**

**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.

**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.**

- 
- Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
  - 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
  - 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
  - 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
  - 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
  - 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
  - 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 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.

**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

**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.

#### **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.

#### **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.

#### **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.

#### **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**.

#### **Transportation**

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

#### **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

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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.

**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.

**Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and

without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**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.

**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

**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.

**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.

**Change Orders and  
Contract  
Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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

**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.

**Termination**

- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
    - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
    - (ii) if the Supplier fails to perform any other obligation under the Contract; or
    - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
  - (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier



shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency.

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

### 35.3 Termination for Convenience.

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

### **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.

### **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 GCC

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

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

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>8</sup>;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>9</sup>;
- (iii) “collusive practice” is an arrangement between two or more parties<sup>10</sup> 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<sup>11</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

<sup>8</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>9</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>10</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>11</sup> “Party” refers to a participant in the procurement process or contract execution.

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

3.1 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

## Section VIII. Special Conditions of Contract

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

<b>GCC 1.1(j)</b>	The Purchaser's country is: <i>India</i>
<b>GCC 1.1(k)</b>	The Purchaser is: <i>Chairman Inland Waterways Authority of India, Ministry of Shipping, Government of India</i>
<b>GCC 1.1 (q)</b>	The Project Site(s)/Final Destination(s) is/are: As defined in Technical Specifications.
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The latest version / edition of Incoterms shall be followed
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention: <i>Shri Pravir Pandey,</i>  <i>Project Director, Project Management Unit</i>  Address: <i>A-13, Sector – 1</i>  City: <i>Noida, Gautam Buddha Nagar, Uttar Pradesh</i>  ZIP Code: <i>201301</i>  Country: <i>India</i>  Telephone: <i>+91 1202424544</i>  Electronic mail address: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a> ; <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></p>
<b>GCC 9.1</b>	The governing law shall be the law of : <i>Republic of India</i>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b><i>Contracts with Supplier national of the Purchaser's country:</i></b></p> <p>a. In case of Dispute or difference arising between the Purchaser and a supplier who is a national of India relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 2015. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act</p>

	<p>as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed In accordance with the provision of the Arbitration and conciliation Act 2015.</p> <p><b>b.</b> If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 2015.</p> <p><b>c.</b> The Venue of Arbitration shall be New Delhi, India, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p><b>d.</b> The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p><b>e.</b> The provisions of the Arbitration and Conciliation Act of 2015 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.”</p>
<b>GCC 13.1</b>	<p>Delivery :</p> <p>The System is to be delivered, installed, commissioned and integrated within 01 Month from the date of award.</p>

<b>GCC 13.1</b>	<p>Upon delivery of the goods to the consignee the supplier shall notify the purchaser and submit the following documents to the purchaser:</p> <ul style="list-style-type: none"> <li>(i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount</li> <li>(ii) Manufacturer's / Supplier's warranty certificate, if applicable</li> <li>(iii) Manufacturer's Test report, if applicable</li> <li>(iv) Builder's Insurance policy as specified in GCC 24.1 of Section VIII – Special Conditions of Contract.</li> </ul>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed "<i>shall not</i>" be adjustable.</p>
<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> <li>A) Eighty percent of the contract value will be paid after the delivery in good condition and successful installation of the equipment's (i.e. the equipment should be in working condition after installation).</li> <li>B) Ten percentage of contract value will be paid on demonstration on the system/software in the complete installed condition.</li> <li>C) Ten percent of the contract value will be paid upon satisfactory completion and satisfactory performance for at least 30 days duly certified by authorized representative of Authority.</li> <li>D) No part payment will be allowed against the contract prices, other than mentioned in the clause (A) (B)&amp;(C).</li> </ul>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is</p> <p><i>Local Currency: 2.5% per annum</i></p>
<b>GCC 18.1</b>	<p>A Performance Security "<i>shall</i>" be required</p> <p>A Performance Security shall be required within 28 days after the Supplier's receipt of Notification of Award, the supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material shall be extended to a further period of 12 months and the</p>

	Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.
<b>GCC 18.3</b>	If required, the Performance Security shall be in the form of: <i>“a Bank Guarantee” issued by a Nationalized/Scheduled Bank of India or a reputed Foreign Bank having a corresponding Bank in India.</i>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <i>30 days after the warranty period.</i>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <i>Invoice No., Order No., LR No. Challan No.</i>
<b>GCC 24.1</b>	The insurance coverage shall be as for transit, testing & commissioning of the System.
<b>GCC 26.1</b>	The inspections and tests shall be: <i>As specified in the Technical Specifications</i>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <i>Location(s) as specified in the Technical Specifications</i>
<b>GCC 27.1</b>	<p>The liquidated damage shall be: 1% per week upto a maximum of 10% after which the bidder have the right to cancel the contract.</p> <p><b>The maximum amount of liquidated damages shall be: 10%.</b></p>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: As defined in Technical Specifications &amp; Compliance Chart.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: As defined in Technical Specifications &amp; Compliance Chart.</p> <p>The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:</p> <ul style="list-style-type: none"> <li>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4 ;</li> <li>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10%</li> </ul>



	<ul style="list-style-type: none"><li>(c) The period for correction of defects in the warranty period is 30 days.</li><li>(d) If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser.</li><li>(e) The supplier should provide 1 no. of preventive maintenance services yearly during the warranty period which will be other than breakdown calls (if any).</li><li>(f) The warranty shall also cover all the consumables parts, accessories.</li></ul> <p>The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipments execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.</p> <p>If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.</p> <p>The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.</p>
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<b>GCC 28.5</b>	<p>The period for repair or replacement shall be: 30 days.</p> <p>Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.”</p> <p>If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser.</p>
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## **Section IX. Contract Forms**

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# 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) [ *Add here any other document(s)* ]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

## 2. Performance Security

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

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

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

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>12</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,<sup>13</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

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

<sup>12</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>13</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

### 3. Bank Guarantee for Advance Payment – Not Applicable

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

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

NCB No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:***[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*<sup>14</sup> *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*<sup>15</sup>. This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

*[signature(s) of authorized representative(s) of the bank]*

<sup>14</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>15</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."





## Final Acceptance Certificate

**issued after successful testing, commissioning & acceptance of delivery of the System by  
the Consignee**

No.

Date

To  
The Supplier

This is to certify that the vessel supplied against the following contract has been successfully tested and delivered after trial run as per requirement of the contract and to our satisfaction. The complete vessel along with accessories and spares has been received in good condition in accordance with the conditions of the contract and amendment(s) if any. Hence, we issue this Acceptance Certificate.

Project Name	Capacity Augmentation of National Watertways 1 project
Purchaser	<i>The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)</i>
Contract No. & Date	:
Description of Goods (Lot No.)	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Invoice No. and Date	:
Installation Date	
Commissioning Date	
Completion of Training Date	
Date of Final Acceptance including completion of all related services	:

Copy To:

*The Project Management Unit, Address: A-13, Sector – 1, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301(India)*

Consignee full Address:

Signature of Designated Consignee :

Name :

Designation :

Seal :

Contact No. :

Fax No.:

