

PROCUREMENT OF GOODS

Shopping Document

(up to US\$ 100,000)

[Two Envelope with e-Bidding]

December 2017

GOVERNMENT OF WEST BENGAL
IRRIGATION AND WATERWAYS DEPARTMENT

NATIONAL HYDROLOGY PROJECT
WORLD BANK FUNDED

INVITATION FOR BIDS (IFB)

SHOPPING FOR GOODS

Memo No : 727 / NHP-02 / 02

Date: 18.12.2017

Bid No: WBIW/NHP/IFB-09/2017-18

1. The Government of India has received financing from the World Bank towards the cost of National Hydrology Project and intends to apply part of the proceeds toward payments under the contract for which this Invitation for Bids is issued. **Bidders are advised to note the minimum qualification criteria specified in the Bidding Documents in order to qualify for the award of the Contract.** In addition, they may also refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines: *Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers - January 2011, revised July 2014* setting forth the World Bank's policy on conflict of interest.
2. *The Executive Engineer, Burdwan Investigation & Planning Division I&W Department, Govt of West Bengal invites bids electronically from eligible bidders for*

“PROCUREMENT OF 2 NOS ACOUSTIC DOPPLER CURRENT PROFILER (ADCP) WITH COMPLETE HARDWARE SOFTWARE AND OTHER PERIPHERALS INCLUDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 5 YEARS UNDER NATIONAL HYDROLOGY PROJECT”

Brief Description of the Goods	Specifications	Qty.	Delivery Period	Place of Delivery
Supply of ADCP as per given technical specifications having capability to profile velocity upto 15 M depth.	As per Technical specifications given below	1 Nos.	45 Days	Office of the Executive Engineer, Burdwan Investigation and Planning Division, 3rd floor Purta Bhavan, Purba Burdwan. West Bengal
Supply of ADCP as per given technical specifications having capability to profile velocity upto 25 M depth		1 No.		

3. The Bidding Document is available online and can be downloaded free of cost by logging on to the website www.wbiwd.gov.in (the official website of Irrigation & Waterways Department) and click the “e-procurement” link provided therein or from www.wbtenders.gov.in. The e-tender can be searched by typing WBIW/NHP in the search engine provided in the website/s. The bids are to be submitted online through the same e-procurement portal only. Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
4. For submission of the Bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.wbtenders.gov.in
5. Bids must be accompanied by Bid Security for the amount and in the form specified in the Bidding Document. Bid security shall have to be valid for 45 days beyond the validity of the bid. Bids should be valid for 60 days after the deadline date specified for submission. Procedure for submission of Bid Security is described in Para 7 below.
6. Bids must be submitted on www.wbtenders.gov.in on or before **17:00 hours** on **08.01.2018** and will be opened online on **12.01.2018** at **14:00** hours. Record of bid opening will be electronically shared with bidders. If the office happens to be closed on the date of opening of the Bids as specified, the Bids will be opened on the next working day at the same time and venue. Any bid or modifications to bid (including discount) received outside e-Procurement System will not be considered. The electronic bidding system would not allow late submission of bids.
7. The Bidders are required to submit specified original documents including original Bid Security in approved form with **The Executive Engineer, Burdwan Investigation & Planning Division** at the address given below before the date and time specified for opening of the Bids, by registered post/speed post/courier or by hand, failing which the Bids will be declared non-responsive and will not be opened.
8. Other details can be seen in the bidding documents. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the Bidder’s responsibility to verify the website for the latest information related to the Bid.

Name and address of Purchaser

Name: **Executive Engineer, Burdwan Investigation & Planning Division, I&W Department**
Address: **Purta Bhavan, 3rd Floor, Purba Bardhaman, 713103, WEST BENGAL**
Tel. No: 0342 2646799, 9432093915 Mail id: **eebipd2012@gmail.com**

NATIONAL HYDROLOGY PROJECT
WORLD BANK FUNDED
Invitation for Bids for Goods under Shopping

1. *The Executive Engineer, Burdwan Investigation & Planning Division I&W Department, Govt of West Bengal* invites Bids which shall be submitted in the e-Procurement Portal for the following :

“PROCUREMENT OF 2 NOS ACOUSTIC DOPPLER CURRENT PROFILER (ADCP) WITH COMPLETE HARDWARE SOFTWARE AND OTHER PERIPHERALS INCLUDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 5 YEARS UNDER NATIONAL HYDROLOGY PROJECT”

(Bid No: WBIW/NHP/IFB-09/2017-1)

2. Detailed Invitation for Bid is available on www.wbiwd.gov.in. The Bidding Document is also available online and can be downloaded free of cost by logging on to the website www.wbiwd.gov.in or www.wbtenders.gov.in
3. The deadline for submission of Bids is **08.01.2018** at **17:00** hours. Bids will be opened on **12.01.2018** at **14:00** hours.
4. Bidders are advised to note the minimum qualification criteria specified in the bidding documents. Interested Bidders may participate in the bidding process as per instructions given in the Bidding Documents.

Name & Address of Purchaser:

Executive Engineer, Burdwan I & P Division, Purta Bhavan, 3rd Floor Purba Bardhaman, 713103, WEST BENGAL, Ph: 0342 2646799, 9432093915

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PART 1 – BIDDING PROCEDURES

SECTION 1 - INSTRUCTIONS TO BIDDERS

Section 1 - Instructions to Bidders (ITB)

A. General

1. **Scope of Bid** 1.1 The Purchaser, namely **Executive Engineer, Burdwan Investigation & Planning Division** issues these Bidding Documents for the supply of Goods and Related Services as specified in Section 3, Schedule of Requirements. The name and identification number of this Shopping procurement is **WBIW/NHP/IFB-09/2017-18**
2. **Source of Funds** 2.1. Purchaser intends to apply a portion of the funds from the World Bank to eligible payments under the contract for which these Bidding Documents are issued.
3. **Eligible Bidders** 3.1 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. For further details, the Bidder may refer to Clauses 1.6 and 1.7 of the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011, revised July 2014.
4. **Corrupt and Fraudulent Practices** 4.1. The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

B. Preparation of Bids

5. **Documents Comprising the Bid** 5.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
5.2 The **Technical Part of Bid** shall comprise the following:
 - (a) Letter of Bid – Technical Part in accordance with ITB Clause 6;
 - (b) Bid Security in accordance with ITB 13;
 - (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 14.2;
 - (d) Documentary evidence in accordance with ITB Clause 10 that the Goods and Related Services conform to the Bidding Documents;
 - (e) Documentary evidence in accordance with ITB Clause 11 establishing the Bidder's qualifications to perform the

contract if its bid is accepted;

- (f) Manufacturer's Authorization in accordance with ITB Clause 11.1 (a), on the form provided in Section 2;
- (g) Performance Statement of supplies of similar goods made during the last 3 years, in accordance with ITB 11.2;
- (h) List of Goods & Related Services indicating Bidder's offered delivery period, on the form given in Section 3.
- (i) Affidavit confirming correctness of information and documents submitted with the Bid, as per format given in Section 2; and

5.3 The **Financial Part of Bid** shall comprise the following:

- (a) Letter of Bid - Financial Part as per format in Section 2 in accordance with ITB Clauses 6, 8 & 9;
- (b) Price Schedule (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online.

6. Letter of Bid and Price Schedules

6.1 The Bidder shall submit the Letter of Bid – Technical Part, Letter of Bid – Financial Part and Price Schedules using the forms furnished in Section 2, Bidding Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested.

7. Alternative Bids

7.1 Alternative bids shall not be considered.

8. Bid Prices and Discounts

8.1 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.

8.2 All lots (Contracts) and items must be listed and priced separately in the Price Schedules.

8.3 The price to be quoted in the Letter of Bid – Financial Part shall be the total price of the Bid, excluding any discounts offered.

8.4 The Bidder shall quote discounts, if any and indicate the methodology for their application in the Letter of Bid – Financial Part.

8.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

8.6 If so specified in ITB 1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Prices quoted shall correspond to 100 % of the items specified for each

lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer 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 8.4 provided the bids for all lots (contracts) are opened at the same time.

8.7 Prices shall be quoted as specified in the Price Schedule included in Section 2, Bidding Forms as stated below:

- (i) The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including other taxes which will be payable on the Goods if the contract is awarded to the Bidder including the price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination (Project Site), price for related services, if any; and;
- (ii) Goods and Services Tax (GST)
- (iii) The basic price quoted will remain unchanged during the tenure of the contract while the GST amount is subject to government decisions.

9. Currencies of Bid

9.1 The Bidder shall quote in Indian Rupees only.

10. Documents Establishing the Conformity of the Goods and Related Services

10.1 To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of its Technical Part of Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in Section 3, Schedule of Requirements.

11. Qualifications of the Bidder and Documentary Evidence

11.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall be submitted as part of its Technical Part of Bid, to establish to the Purchaser's satisfaction:

- (a) (i) that if a Bidder that does not manufacture or produce the Goods it offers to supply, it shall submit with its Bid the Manufacturer's Authorization and confirmation to provide Manufacturer's warranty/guarantee for the goods along with the supply, on the form included in Section 2. The Bidder has the option to furnish the said Authorization from the Authorized Dealer or Distributor in which case, the Form provided in Section 2 may be modified by the

Bidder suitably. However, if the Bidder itself is an Authorized Dealer or Distributor, it may submit Certificate evidencing this position – in lieu of Manufacturer’s Authorization.

- (ii) that supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.

(b) that the Bidder meets the following qualification criterion:

The bidder should have supplied goods similar to the type (& capacity) specified in the Schedule of Requirements up to at least 100% of the quantity in any one of last 3 years. At least 40 % of the quantity in case of equipment offered for supply should have been in successful operation for at least one year as on date of bid opening.

11.2 The Bidder shall also submit with its Bid, details of supplies of similar goods made during the last 3 years preceding the deadline for Bid submission, using the Proforma for Performance Statement included in Section 2. Bidders shall invariably furnish documentary evidence (End User's certificate) in support of the satisfactory operation of the goods as specified above.

11.3 Bids from Joint Ventures are not acceptable.

11.4 Financial Capability:

The bidders, should have annual sales turnover of minimum of 150 lakhs. The Bidder shall furnish documentary evidence that it meets the Financial capability.

12. Period of Validity of Bids

12.1 Bids shall remain valid for the period of 60 days after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13. Bid Security

13.1 The Bidder shall furnish as part of its Technical Part of Bid, a Bid Security, in original for an amount of INR 90000/-

Bid Security should be in one of the following forms:

- (i) A bank guarantee issued by a nationalized/scheduled

bank in the form given in Section 2; or

- (ii) Certified cheque or Bank draft issued by a nationalized/scheduled bank; or
- (iii) Fixed Deposit/Time Deposit certificates issued by a nationalized/scheduled bank for equivalent or higher values are acceptable provided these are pledged in favour of the Purchaser and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificates.

The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid.

- 13.2 If a Bid is not accompanied by a substantially responsive Bid Security, it shall be rejected by the Purchaser as non-responsive.
- 13.3 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 33.
- 13.4 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.
- 13.5 The Bid Security may be forfeited:
 - (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 32; or
 - (ii) furnish a performance security in accordance with ITB 33.

14. Preparation and Signing of Bid

- 14.1 The Bidder shall prepare the Bid as per details given in ITB 15.
- 14.2 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of Power of Attorney and shall be submitted with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 14.3 Corrections, if any, in the bid can be carried out by editing the information before electronic submission on e-Procurement Portal.

C. Submission and Opening of Bids

15. Electronic Submission of Bids, and Submission of Original Documents

15.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-Procurement Portal specified in ITB Clause 1. Detailed guidelines for viewing Bids and submission of online Bids are given in the website. Any Bidder can log on to this website and view the IFB and details of Works for which Bids are invited. However, every Bidder has to enroll / register in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorized Certifying Agency. The Bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the website through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

15.2 The Bidder shall submit Bid in two separate online folders/envelopes simultaneously, i.e. Folder 1, for the Technical Part and Folder 2 - for the Financial Part.

15.3 The 'Technical Part of Bid' submitted online by the Bidder shall comprise the following documents and the Bidder shall upload scanned copies of these documents with the Bid.

- (i) Letter of Bid – Technical Part as per format given in Section 2;
- (ii) Bid Security in accordance with ITB 13;
- (iii) Delivery Period Offered: List of Goods & Related Services indicating Bidder's offered delivery period, on the form given in Section 3;
- (iv) Authorization: Power of Attorney of signatory of Bid in accordance with ITB 14.2;
- (v) Manufacturer's Authorization in accordance with ITB 11.1 (a), on the form provided in Section 2;
- (vi) Affidavit confirming correctness of information and documents submitted with the Bid in accordance with ITB Clause 5, on the form provided in Section 2;
- (vii) Performance Statement of supplies of similar goods

made during the last 3 years, in accordance with ITB 11.2;

- (viii) Compliance of Goods and Related Services with Technical Specifications and Standards: Documentary evidence in accordance with ITB Clause 10;
- (ix) Qualifications of the Bidder: Documentary evidence of Bidder's qualifications to perform the Contract in accordance with ITB 11.1; and
- (x) Authorized address and contact details of the Bidder having the following information:

Name of Firm
Address for communication
Telephone No.(s): Office
Mobile No.
Facsimile (FAX) No.
Electronic Mail Identification (E-mail ID)

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

15.5 The Financial Part of Bid submitted online by the Bidder shall comprise the following:

- (a) Scanned copy of the Letter of Bid - Financial Part as per format in Section 2
- (b) Price Schedule (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.

15.6 All documents are required to be signed digitally by the Bidder. The System generates a Unique Bid Identification Number, time stamped as per server time, as an acknowledgement for Bid submission.

15.7 Submission of Original Documents

Bidders are required to submit the following documents in original to the Purchaser's office.

- (i) Original Bid Security in approved form;
- (ii) Affidavit confirming correctness of information and documents submitted with the Bid, using the Format given

in Section 2; and
(iii) Original Power of Attorney.

These original documents should be received by the Purchaser before the date and time fixed for opening of Technical Part of Bids, either by registered/speed post/courier or by hand, failing which the Bid will be declared non-responsive, and will not be opened. Hard copies of Bids or any other documents are not required to be submitted.

- 15.8 Any Bid or modifications to Bid (including discount) received outside the e-Procurement System shall not be considered.
- 15.9 Bids submitted manually or by Telex, or Cable or by Fax will be rejected as non-responsive.

16. Deadline for Submission of Bids

16.1 Bids must be uploaded online no later than the **08.01.2018 by 17:00 Hrs**. A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. For Bid modification and consequential re-submission, the Bidder is not required to withdraw its Bid submitted earlier. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. The modification and consequential re-submission of Bids is allowed any number of times.

16.2 A Bidder may withdraw its Bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. However, if a bid is withdrawn, re-submission of the Bid is allowed/not allowed.

17. Late Bids

17.1 The electronic bidding system would not allow any late submission of Bids after due date and time as per server time.

18. Public Opening of Technical Parts of Bids

18.1 The Purchaser shall publicly open Technical Parts of all Bids online in the Purchaser's office, on **12.01.2018 by 14:00 Hrs** in the presence of Bidder's designated representatives and anyone who chooses to attend, and this can also be viewed by the Bidders online. The Financial Parts of the Bids shall remain unopened in the e-Procurement System, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids.

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

18.2 In all cases, original documents submitted as specified in ITB

15.7 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 15.7 will be declared non-responsive and will not be opened.

18.3 The Purchaser shall prepare a record of the Technical Part Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders' representatives who are present shall be requested to sign the record of bid opening maintained by the Purchaser. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

The Technical Part Bid opening summary will be uploaded on the e-Procurement Portal and a copy of the same will be handed over to the Bidders' representatives present at the time of Bid opening.

18.4 Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

D. Evaluation of Bids

19. Confidentiality 19.1 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.

19.2 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.

20. Clarification of Bids 20.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that 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.

E. Evaluation of Technical Parts of Bids

21. Evaluation 21.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

21.2 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.

- 21.3 Evaluation of Technical Parts of Bid with respect to documents and information furnished in the Bid pursuant to ITB Clause 15.3 shall be taken up. The Purchaser will determine whether each Bid (a) has been properly signed and supported by the Power of Attorney in favour of the signatory of the Bid; (b) is accompanied by the Bid Security of requisite amount and validity in the approved form; (c) meets the eligibility criteria defined in ITB Clause 3; (d) Delivery Period offered meets the specified requirements; and (e) has furnished details of compliance with Technical Specifications.
- 21.4 Bids from Agents, without proper authorization from the Manufacturer and without proper agreement to furnish the manufacturer's guarantee/warranty, shall be treated as non-responsive.
- 21.5 Bids offering delivery beyond the stipulated delivery will be treated as non-responsive.
- 21.6 General conditions of Contract stipulate payment schedule offered by Purchaser. If the Bid deviates from that schedule the Bid will be treated as non-responsive.
- 21.7 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 21.8 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in ITB Clause 11.1.

**22. Notification of
Result of
Evaluation of
Technical Parts**

- 22.1 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Bids at the second public opening.
- 22.2 Evaluation of Technical Parts of Bid will be completed by the Purchaser , and a list will be drawn up of the qualified bidders whose Financial Part of Bids will be eligible for opening.
- 22.3 Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them as under:

(a) That their Technical Part of Bid failed to meet the requirements of the bidding document; and

(b) That their Financial Part of the Bid shall not be opened.

22.4 The result of evaluation of the Technical Parts of Bid shall also be made public on e-Procurement Portal.

22.5 The Purchaser shall notify in writing those Bidders whose Technical Parts of Bids have been evaluated as substantially responsive as under:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;

(b) their Financial Part of Bid will be opened online; and

(c) notify them of the date and time of the online/public opening of the Financial Parts of the Bids.

F. Public Opening and Evaluation of Financial Parts of Bids

23. Public Opening of Financial Parts of Bids

23.1 The date of opening of Financial Parts of Bids should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

23.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

24. Correction of Arithmetical Errors

24.1 The e-Procurement System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

25. Evaluation of Financial Parts

25.1 During the detailed evaluation of Financial Parts of Bid, the substantial responsiveness of the Bids will be further

of Bids

determined with respect to the those bid conditions that were not examined in evaluation of Part I Bids, i.e., Letter of Bid – Financial Part, and Price Schedule. The Purchaser shall confirm that the following documents are in accordance with the requirements specified in the bidding document. If any of these documents or information is missing, the offer shall be rejected.

- (a) Letter of Bid – Financial Part in accordance with ITB Clauses 6, 8 & 9;
- (b) Price Schedules in accordance with ITB Clauses 6, 8 & 9.

25.2 If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26. Determination of Evaluated Bid prices

26.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage, to be substantially responsive.

26.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 26.3. No other criteria or methodology shall be permitted.

26.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) Bids will be evaluated lot by lot. Bidder should quote for the complete requirement for goods and services specified in each lot as stipulated in ITB 8.6, failing which such Bids will be treated as non-responsive. However, if a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- (b) An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- (c) Price adjustment due to discounts offered in accordance with ITB Clause 8.4; and
- (d) Evaluated price shall be arrived at by adding (i) price of Goods quoted EXW including GST (ii) other taxes, if

any, payable on the Goods (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination and (iv) price for Related Services, if any.

27. Comparison of Bids 27.1 The Purchaser shall compare all substantially responsive bids evaluated in accordance with ITB Clause 26.3 to determine the lowest evaluated Bid.

28. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids 28.1 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.

G. Award of Contract

29. Award Criteria 29.1 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.

30. Purchaser's Right to Vary Quantities at Time of Award 30.1 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 3, Schedule of Requirements, provided the variation does not exceed 15% and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

31. Notification of Award; Publication of Award & Recourse to unsuccessful Bidders 31.1 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 Purchaser shall enclose with Notification of Award, the Contract Agreement Form duly filled in for getting it signed by the selected Bidder.

31.2 Until the formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

31.3 The Purchaser shall publish on its website wbtenders.gov.in the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it

offered, as well as the duration and summary scope of the contract awarded. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.

31.4 Upon the successful Bidder's furnishing of the Performance Security in accordance with ITB Clause 33 and signing the Contract Agreement Form pursuant to ITB Clause 32, the Purchaser will promptly notify each unsuccessful Bidder.

32. Signing of Contract

32.1 The successful Bidder shall sign with date, the Contract Agreement Form sent by the Purchaser pursuant to ITB 31.1, and return it to the Purchaser within 10 days of the date of receipt of the Notification of Award.

33. Performance Security

33.1 Within ten (10) days of the receipt of Notification of Award from the Purchaser, the successful Bidder shall furnish the Performance Security in the form specified in the GCC. The Purchaser shall promptly thereafter notify the name of the winning Bidder to each unsuccessful Bidder.

33.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security in accordance with ITB 13.5. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section 2 – Bidding Forms

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Letter of Bid –Technical Part

INSTRUCTIONS TO BIDDERS: PLEASE DELETE THIS BOX ONCE THE DOCUMENT HAS BEEN COMPLETED.

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

Note: All italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Invitation for Bid No.:

Our Reference: No..... Dated.....

To:

Executive Engineer,
Burdwan Investigation & Planning Division,
Purta Bhavan, 3rd Floor
Purba Bardhaman, 713103,
WEST BENGAL,
Ph: 0342 2646799

Subject: **“PROCUREMENT OF 2 NOS ACOUSTIC DOPPLER CURRENT PROFILER (ADCP) WITH COMPLETE HARDWARE SOFTWARE AND OTHER PERIPHERALS INCLUDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 5 YEARS UNDER NATIONAL HYDROLOGY PROJECT”**

Sir,

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

- (a) Technical Part; and
- (b) Financial Part

2. In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents;
- (b) **Conformity:** We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [*insert a brief description of the Goods and Related Services*];
- (c) **Bid Validity Period:** Our bid shall be valid for the period of 60 days, from the deadline fixed for the bid submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (d) **Performance Security:** If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 33 and GCC Clause 11 for the due performance of the Contract;
- (e) **Eligibility:** We meet the eligibility requirements and have no conflict of interest;
- (f) **One Bid Per Bidder:** We are not participating in more than one bid in this bidding process;
- (g) **Government owned entity:** We are not a government owned entity/ We are a government owned entity but meet the requirements specified in the World Bank’s Guidelines referred to in ITB 3.1; *[Bidder should select the appropriate option as applicable.]*
- (h) **Ineligibility:** Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Bank, or under Indian laws or official regulations;
- (i) **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.
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) **Suspension and Debarment:** We have not been debarred from participation in bidding/removed from approved list (dealings suspended) by the Central or any State Government or by the World Bank.
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of Collusion, Fraud and Corruption.
- (m) **Prevention of Corruption Act:** We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, “Prevention of Corruption Act 1988.”

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Bid]*

Name of Bidder _____

Address _____

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

Letter of Bid –Financial Part

INSTRUCTIONS TO BIDDERS: PLEASE DELETE THIS BOX ONCE THE DOCUMENT HAS BEEN COMPLETED.

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

Note: All italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Invitation for Bid No.:

Our Reference: No..... Dated.....

To:

Executive Engineer,
Burdwan Investigation & Planning Division,
Purta Bhavan, 3rd Floor
Purba Bardhaman, 713103,
WEST BENGAL,
Ph: 0342 2646799

Subject: “**PROCUREMENT OF 2 NOS ACOUSTIC DOPPLER CURRENT PROFILER (ADCP) WITH COMPLETE HARDWARE SOFTWARE AND OTHER PERIPHERALS INCLUDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 5 YEARS UNDER NATIONAL HYDROLOGY PROJECT**”

Sir,

1. We, the undersigned, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part, we make the following additional declarations:

- (a) Our Bid shall be valid for 60 days from the deadline fixed for Bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

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

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

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];

(c) 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."]

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Bid]*

Name of Bidder _____

Address _____

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

Price Schedule Forms

*[The Bidder shall fill in the Price Schedule online (using the Schedule uploaded with the bidding documents) in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedule** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Tender Inviting Authority: Executive Engineer Burdwan Investigation & Planning Division

Name of Work: "PROCUREMENT OF 2 NOS ACOUSTIC DOPPLER CURRENT PROFILER (ADCP) WITH COMPLETE HARDWARE SOFTWARE AND OTHER PERIPHERALS INCLUDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 5 YEARS UNDER NATIONAL HYDROLOGY PROJECT"

Contract No: WBIW/NHP/IFB-09/2017-18

Name of the Bidder/ Bidding Firm / Company

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	BASIC RATE per unit In Figures To be entered by the Bidder	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Supply of ADCP as per given technical specifications having capability to profile velocity upto 15 M depth	1.000	set	0.00	0.00	INR Zero Only
1.01	GST for item 1	1.000	set	0.00	0.00	INR Zero Only
2	Supply of ADCP as per given technical specifications having capability to profile velocity upto 25 M depth	1.000	set	0.00	0.00	INR Zero Only
2.01	GST for item 2	1.000	set	0.00	0.00	INR Zero Only
3	Cost of training to departmental staff for 2 days	1.000	job	0.00	0.00	INR Zero Only
3.01	GST for item 3	1.000	job	0.00	0.00	INR Zero Only
4	AMC Charges					
4.01	AMC charges for 1st year	1.000	job	0.00	0.00	INR Zero Only
4.02	AMC charges for 2nd year	1.000	job	0.00	0.00	INR Zero Only
4.03	AMC charges for 3rd year	1.000	job	0.00	0.00	INR Zero Only
4.04	AMC charges for 4th year	1.000	job	0.00	0.00	INR Zero Only
4.05	AMC charges for 5th year	1.000	job	0.00	0.00	INR Zero Only
5	Total GST for item 4	1.000	job	0.00	0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the

successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) forty five days after the end of the Bid Validity Period.

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

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

[Signature(s)]

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

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 in accordance with ITB Section.]

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 15 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

[Reference: ITB 11.2]

Proforma for Performance Statement (for a period of last 3 years)

Bid No.

Date of opening _____

Time _____ Hours

Name of the Bidder _____

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

Signature and seal of the Bidder

**FORM OF AFFIDAVIT FOR CORRECTNESS OF
INFORMATION AND DOCUMENTS SUBMITTED WITH BID**

[Reference ITB 5]

[This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public]

I, (*name of the authorised representative of the Bidder*) solemnly affirm and state as under:

1. I hereby certify that all the information and documents furnished with the Bid submitted online in response to IFB number date issued by (*authority inviting bids*) for (*name and identification of Goods & Related Services*) are true and correct.

2. *I hereby certify that I have been authorised by (*the Bidder*) to sign on their behalf, the Bid mentioned in paragraph 1 above.

Deponent

Place:
Date:

** This sub-paragraph is not applicable if the Bidder is an individual and is signing the Bid on his own behalf.*

PART 2 - SUPPLY REQUIREMENTS

SECTION 3 – SCHEDULE OF REQUIREMENTS

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1. LIST OF GOODS & RELATED SERVICES AND DELIVERY PERIOD

Line Item No.	Description of Goods and Related Services	Quantity	Physical unit	Final Destination (Project site)	Desired Delivery Period for completion of supply from the date of the Contract	Bidder's offered Make and Model <i>[to be provided by the Bidder]</i>	Bidder's offered Delivery Period <i>[to be provided by the Bidder]</i>
1	2	3	4	5	6	7	8
01	Supply of ADCP as per given technical specifications having capability to profile velocity upto 15 M depth	1	no	Office of the Executive Engineer, Burdwan Investigation and Planning Division, 3rd floor Purta Bhavan, Purba Burdwan. West Bengal	45 days		
02	Supply of ADCP as per given technical specifications having capability to profile velocity upto 25 M depth	1	no				
03	Annual Maintenance Contract	1	job		5 years after initial 1 year warranty		

Note:

1. Delivery Period offered by the Bidder should be filled in Column 8 by the Bidder.
2. Make and model offered by the Bidder should be filled in Column 7 by the Bidder

3. TECHNICAL SPECIFICATIONS OF ADCP

Site conditions	
Ambient Temperature	- 5 to 45° C
Humidity	5 to 100 %
Altitude	0 to 2500 M
Mode of operation	Real time from a sailing boat/bridge/cableway
Sensor	
ADCP Type	Down looking ADCP for measurement of discharge in open channel environment
Velocity profiling range	up to 15 M / 25 M
Profiling velocity	± 20 m/sec
Velocity accuracy	0.25 % of measured velocity
Velocity resolution	0.001 m/sec
Depth range	0.3 to 80 M
Depth accuracy	1 %
Depth Resolution	0.001 M
Positioning	Capability to acquire position by bottom tracking. Optional position to acquire position by using DGPS
Computations	All performed internally or on Windows based software (also to be supplied)
Accessories	
Platform	Rugged board or float or boat possibly of Polyethylene or similar material to be used as a mount for mounting the ADCP along with appropriate cable lengths (power and Communication cables), connectors, batteries for different systems of ADCP. The system should be operable from a sailing boat/ bridge or cable way
Positioning	DGPS for positioning in case of moving bed
Tethers	All necessary tethers and taglines
Software	Windows based software for display of velocity, discharge, depth and width information in real time
Hardware	Laptop PC suitable for communicating with the ADCP, DGPS and other devices for running the associated ADCP software in the field, and for communicating with office based PCs for subsequent data transfer through suitable Real time interfacing. .
General features	
Tools	Complete toolkit for installation and routine maintenance
Manuals	Full documentation and maintenance instructions in English

Specification for hardware
(Laptop for processing)

Quantity	2 Nos
Operating system	WINDOWS (Preloaded)
Processor	INTEL CORE i5 OR BETTER
Memory	4 GB DDR 4 OR BETTER
Hard drive description	1 TB 5400 RPM HDD OR BETTER
Display	35.36 cm diagonal HD OR BETTER
Optical disk drive	DVD writer
Antivirus	Standard antivirus for 1 year
Battery description	Up to 12 Hours
Mouse	Optical mouse
Warranty	1 YEAR ONSITE WARRANTY (min)

TRAINING

Training on supply: For the ADCP supplied, the supplier is required to train the designated purchasers technical and end-user personnel to enable them to effectively operate the total system at least **for two days**. The training schedule will be agreed to by both parties during the performance of the Contract.

All arrangements for training will be made by the purchaser at their cost. The trainings will be conducted at site as per desire of the purchaser.

Training during AMC: The training shall include field trainings at least once in each year for two days. The bidder is required to have hydrological equipment specialists in the training programs.

PART 3 – CONTRACT

Section 4 - General Conditions of Contract

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Section 4 - General Conditions of Contract

1. Definitions

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

- (a) “Bank” means the World Bank and refers to the International 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 there from, 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” mean the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is India.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Agreement.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “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.

- (m) “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.
- (n) “The Project Site,” where applicable, means the place named in the Contract Agreement.

2. Fraud and Corruption

- 2.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in the Bank’s Procurement Guidelines, 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 without prejudice to the other sanctions established in law.

3. Governing Law

- 3.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

4. Settlement of Disputes

- 4.1 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.
- 4.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration by a sole arbitrator not below the level of retired Chief Engineer /Superintending Engineer (not connected in part or whole with this project in his service) to be appointed by Purchaser. 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 Arbitration and Conciliation Act 1996.
- 4.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

- 5. Scope of Supply** 5.1 The Goods and Related Services to be supplied shall be as specified in the Contract Agreement.
- 6. Delivery** 6.1 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.
- 7. Supplier's Responsibilities** 7.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 5, and the Delivery and Completion Schedule, as per GCC Clause 6.
- 8. Contract Price** 8.1 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.
- 9. Terms of Payment** 9.1 The Contract Price shall be paid as specified in the Contract Agreement as under:
- (a) On Delivery: ninety (90) % of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 9.2; and
- (b) On Final Acceptance: Balance ten (10) % of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative.
- 9.2 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 dispatch documents, packing list, Manufacturer's/Supplier's warranty certificate, and upon fulfillment of all other obligations stipulated in the Contract.
- 9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 9.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.
- 10. Taxes and Duties** 10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 11. Performance Security** 11.1 The Supplier shall, within ten (10) days of the notification of contract award, provide a performance security for the

performance of the Contract for an amount of 10 % of the contract value, valid up to 45 days after the date of completion of performance obligations including warranty obligations.

- 11.2 The Performance Security shall be in the form of a Bank Guarantee or a cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the Purchaser, which shall be issued by any Nationalized/Scheduled bank in India.
- 11.3 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.
- 11.4 The Supplier shall, within ten (10) days of the completion of the warranty period, provide a fresh performance security for the performance of the AMC for an amount of 10 % of the total AMC value, valid up to 45 days after the date of completion of performance obligations including AMC obligations.

12. Specifications and Standards

- 12.1 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 3, 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.

13. Inspections and Tests

- 13.1 The inspections and tests shall be conducted by the Purchaser at the Goods' final destination.
- 13.2 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.

14. Liquidated Damages

- 14.1 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 deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the 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 10% of the Contract value.

15. Warranty

- 15.1 The Supplier 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.
- 15.2 The warranty shall remain valid for one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination/ Project site indicated in the Contract Agreement.
- 15.3 Upon receipt of such notice, the Supplier shall, within 30 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

16. Extensions of Time

- 16.1 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, 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.
- 16.2 Any 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 14, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 16.1.

17. Termination

- 17.1 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 16;
 - (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 17.1(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.

18. Assignment

- 18.1 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.

**19. Annual
Maintenance
Contract**

- 19.1 All the equipments along with their peripherals & accessories (including third party items) and all the software applications including OS amongst other not explicitly mentioned hereunder shall have to be covered by Annual Maintenance Contract (AMC) for Five (5) years.
- 19.2 AMC period will start after successful completion of Warranty period.
- 19.3 The bidder has to quote the total AMC charges per year separately for five year and enclose the detailed break-up of the AMC per year in terms of different items covered along with the bid. The charges quoted against AMC for five (5) years will be considered for commercial evaluation.
- 19.4 The AMC will include preventive as well as corrective maintenance.
- 19.5 In case of any defect in any of the surveying equipments along with their peripherals & accessories (including third party items) during AMC period, the supplier shall arrange to replace/repair the defective part at his cost and ensure that the equipments and peripherals are in ready to use state throughout the currency of the contract.
- 19.7 During the AMC period for routine maintenance, repairing/replacement of all the supplied equipment should be done once in six months. All the repairing, maintenance, should be OEM certified.
- 19.8 AMC should also include supply, installation and maintenance of all the software upgrades as well as those already installed & commissioned as per scope of the tender with necessary additional hardware, if any, free of cost at the earliest.

- 19.9 The bidder has to ensure the availability of all the accessories for the machines throughout the currency of contract and has to provide the same to the purchaser free of cost as and when the same are required for smooth running of the equipments.
- 19.10 AMC charges shall be payable half yearly after successful completion of the AMC services for that period against submission of bills. Any consequence loss (liquidated damage) amount levied on the bidder will be adjusted from that period's AMC charge.

Section 5 – Contract Forms

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NOTIFICATION OF AWARD

[On letter head of the Purchaser]

..... *[Date]*

To:

[Name and address of the Supplier]

Subject: Notification of Award for Contract No.

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

Contract Agreement to be executed is attached. You are requested to sign it with date and return
it to the Purchaser within 10 days of the date of Notification of Award, along with the
Performance Security for an amount of INR..... *[Insert amount equivalent to 10% of
the Contract value]* valid up to..... *[Insert date]* in one of the forms stipulated in
the GCC.

This concludes the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement complete with Conditions of Contract

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 at the Project Site, namely, in the sum of *[insert Contract Price in words and figures, expressed in Indian Rupees]* (hereinafter called “the Contract Price”).

[Purchase should insert a Table here giving complete details of Goods and Related Services, quantities ordered, their prices and the accepted delivery schedule.]

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) The Purchaser’s Notification of Award
 - (c) Letter of Bid and original Price Schedules
 - (d) General Conditions of Contract
 - (e) Technical Requirements (including Schedule of Requirements and Technical Specifications)

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]*

Attachment: Contract Conditions
[Purchaser should attach the GCC]

Performance Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

² *Insert the date sixty days after the Completion Date of the Supply or Completion of Warranty in case Warranty is applicable. The Purchaser should note that in the event of an extension of this date for completion of the Contract or the Warranty obligations, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for*

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

[signature(s)]

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

a period not to exceed [six months]/[one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Part 4

Section 6

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, revised July 2014.

“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.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²
 - (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;³
 - (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;⁴
 - (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;⁵

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

² 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.

³ 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.

⁴ 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.

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

- (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁶ 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 nominated⁷;
- (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."

⁶ 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.

⁷ 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.