

# **GOVERNMENT OF UTTARAKHAND**

## **UTTARAKHAND DISASTER PREPAREDNESS AND RESILIENCE PROJECT(U-PREPARE)**

USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand

### **Request for Bids**

#### **NATIONAL OPEN COMPETITIVE PROCUREMENT (Two-Envelope Bidding Process with e-Procurement and without Rated Criteria)**

#### **FOR PROCUREMENT OF GOODS/EQUIPMENT**

RFB No. : **02A/FIRE/RFB/UPREPARE/2025**

Date of commencement of sale of bidding document : **DATE 27.05.2025 TIME 1600 HOURS**

Last date for sale of sale of bidding document : **DATE 26.06.2025 TIME 1200 HOURS**

Last date and time for submission of bids : **DATE 26.06.2025 TIME 1200 HOURS**

Time and date of opening of bids – Technical Part : **DATE 26.06.2025 TIME 1500 HOURS**

Place of opening of bids : **Dehradun**

Officer inviting bids : **Program Director, PMU, U-PREPARE**

**May 2025**

# **REQUEST FOR BIDS**

## **(RFB)**

**GOVERNMENT OF UTTARAKHAND  
UTTARAKHAND DISASTER PREPAREDNESS AND RESILIENCE  
PROJECT (U-PREPARE)**

**NATIONAL OPEN COMPETITIVE PROCUREMENT  
FOR THE SUPPLY OF FIRE ENTRY SUITS  
GOODS/EQUIPMENT  
(Two Envelope Bidding Process with e-Procurement)**

**Request for Bids (RFB)  
E-Procurement Notice**

**Name of Project:** Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE)

**Contract Title:** Procurement of Fire Entry Suits for UFES

**Date:** 27.05.2025

**Loan No:** 9654-IN

**RFB Reference No.:** 02A/FIRE/RFB/UPREPARE/2025

1. The Government of India has received financing from the World Bank toward the cost of the **Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE)**, and intend to apply part of the proceeds toward eligible payments under the contract for Procurement of Breathing Apparatus Sets for UFES.
2. The Program Director, PMU, U-PREPARE now invites online Bids from eligible Bidders for supply of **Fire Entry Suits** for UFES. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.
3. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers, July 2016, Sixth Edition February 2025" ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations. In addition, please refer to paragraphs 3.14 and 3.15 of the Procurement Regulations setting forth the World Bank's policy on conflict of interest.
4. Interested eligible Bidders may obtain further information from Program Director, PMU, U-PREPARE, 5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand and inspect the bidding

document during office hours [i.e. 1000 to 1700 hours] at the address given below or download the bidding document from e-procurement system [www.uktenders.gov.in](http://www.uktenders.gov.in).

5. The bidding document in English is available online on e-procurement system from 27.05.2025 to 26.06.2025 for a non-refundable fee as indicated below in the form of a Demand Draft (DD) on any Scheduled/ Nationalized bank in favour of **Program Director, PMU, U-PREPARE**, payable at **Dehradun** (Payment documents are to be submitted as per the procedure described in paragraph 9 below, if so, specified therein, before the bid submission deadline). Bidders will be required to register on the website. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

- |                                                         |   |                       |
|---------------------------------------------------------|---|-----------------------|
| (a) Fee for bidding document<br>(non-refundable)        | : | INR 5900/-            |
| (b) Date of commencement of sale of bidding document    | : | 27.05.2025            |
| (c) Last date for sale of bidding document              | : | 26.06.2025            |
| (d) Last date and time for Submission of bids           | : | 26.06.2025 (1200 HRS) |
| (e) Time and date of opening of bids—<br>technical part | : | 26.06.2025 (1500 HRS) |

6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) in the name of the person duly authorized to sign on behalf of the Bidder from one of the Certifying Authorities authorised by Government of India for issuing DSC, with their profile. It is mandatory for the bidder to register their firm with e-procurement system and obtain user ID and password for participating in e-procurement in this Project. A non-refundable fee of Rs 5900 (inclusive of tax) is required to be paid. The mode of payment shall be in the form of DD drawn in favour **Program Director, PMU, U-PREPARE**, payable at **Dehradun**, from any Scheduled/Nationalized Bank. Payment documents are to be submitted along with other documents listed in paragraph 9 below, if so, specified therein, before the bid submission deadline.
7. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on the e-procurement system on or before the deadline for submission of bids, and the 'Technical Part' of bids will be publicly opened online on the same day at 1500 hours, in the presence of the Bidders' designated representatives who choose to attend. The Financial Part shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received

outside e-procurement system will not be considered. 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. The electronic procurement system would not allow any late submission of bids.

8. All Bids must be accompanied by a Bid Security of **INR 7,00,000** drawn in favour of **Program Director, PMU, U-PREPARE**. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Procedure for submission of original bid security or Bid-Securing Declaration is described in Para 9, if so specified therein.
9. The bidders are required to submit (a) original payment documents towards the cost of bid document; (b) original bid security; and (c) original affidavit regarding correctness of information furnished with bid document & declaration of non-backlisting by any organization in last 5 years with PMU, U-PREPARE, 5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand before the Bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
10. Other details can be seen in the bidding document. 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 bidders' responsibility to verify the website for the latest information related to this bid.
11. The address(es) referred to above is (are): PMU, U-PREPARE, 5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand

PMU, U-PREPARE

**Program Director**

5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand

+91-8126148268, +91-9837748148

[Procurement.uprepare@gmail.com](mailto:Procurement.uprepare@gmail.com)

[www.u-prepare.com](http://www.u-prepare.com)



# Standard Procurement Document

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# **PART1–BiddingProcedures**



# Section I-Instructions to Bidders

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## Section I-Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Purchaser, as specified in the **BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the **BDS**.
  - 1.2 Throughout this bidding document:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the **BDS**, distributed or received through the electronic procurement system used by the Purchaser), with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the **BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the **BDS**, toward the project named in the **BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds

dsoftheLoan(orootherfinancing).

- 3. Fraud and Corruption**
- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI, Fraud and Corruption.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless specified in the **BDS**, there is no limit on the number of members in a JV. In case of a successful bid, the joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the projects specified in the BDS reference ITB2.1 (the name of the project), that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specification of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restriction pursuant to ITB4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the law of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or

benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and:
  - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## **5. Eligible Goods and Related Services**

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



## B. Content of Request for Bids Document

### 6. Sections of Bidding Document

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

#### **PART 1 Bidding Procedures**

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

#### **PART 2 Supply Requirements**

- Section VII-Schedule of Requirements

#### **PART 3 Contract**

- Section VIII-General Conditions of Contract (GCC)
- Section IX-Special Conditions of Contract (SCC)
- Section X-Contract Forms

- 6.2 The Specific Procurement Notice-Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser or downloaded from the official website specified in the 'E-Procurement Notice', the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser or downloaded from the official website specified in the 'E-Procurement Notice' shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

### 7. Clarification of the Bidding

- 7.1 The electronic procurement system **specified in the BDS** provides for online

**Document**

clarifications. A Bidder requiring any clarification of the bidding document may notify the Purchaser online on the e-procurement system. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. Description of clarification sought and the response of the Purchaser shall be uploaded on the e-procurement system for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

**8. Amendment of  
Bidding  
Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS.**
- 8.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders. The Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

**9. Cost of Bidding**

- 9.1 The Bidders 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 conductor or outcome of the Bidding process.

**10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. 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 English, in which case, for pur-

poses of interpretation of the Bid, such translations shall govern.

## 11. Documents comprising the Bid

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

11.2 The **Technical Part** shall contain the following:

- (a) **Letter of Bid- Technical Part:** prepared in accordance with ITB 12;
- (b) **Bid Security or Bid-Securing Declaration:** in accordance with ITB 19.1;
- (c) **Alternative Bid- Technical Part:** if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;
- (e) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualification to perform the Contract if its Bid is accepted;
- (g) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
- (h) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;
- (i) any other document **required in the BDS.**

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

- (a) **Letter of Bid- Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Price Schedules:** completed prepared in 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 In addition to the requirements under ITB 11.2, Bid submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.6 The Bidders shall furnish in the Letter of Bid— 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. Process of Bid Submission

12.1. The Bidders shall prepare the Letter of Bid— Technical Part, Letter of Bid— Financial Part, and Price Schedules using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alteration to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

12.2. Entire Bid including the Letters of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.

## 13. Alternative Bids

13.1. Unless otherwise specified in the BDS, Alternative Bid shall not be considered.

## 14. Bid prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid— Financial Part and in the Price Schedules shall conform to the requirements specified below.

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

14.3 The price to be quoted in the Letter of Bid— Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidders shall quote any discounts and indicate the methodology for their application in the Letter of Bid— Financial Part, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidders shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by

the Bidders shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotations shall not be rejected, but the price adjustments shall be treated as zero.

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100% of the item 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 submitted and opened at the same time.
- 14.7 The terms EXW and others similar term shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidders shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
  - (a) For Goods:
    - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
    - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
    - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
  - (b) 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 R

requirements:

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

#### 14.9 Deemed Export Benefits

Bidders may like to ascertain availability of excise or other duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with its bid in form at Serial Number 7 of Section IV Bidding Forms. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid nonresponsive and hence liable to rejection

#### 15. Currencies of Bid and Payment

- 15.1 The Bidder shall quote the Price and shall be paid for in Indian Rupees only.
- 15.2 Not used.

#### 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

- 16.1 Not used.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidders shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII

,ScheduleofRequirements.

16.4 TheBiddershallalsofurnishalistgivingfullparticulars,includingavailablesourcesandcurrentpricesofspareparts,specialtools,etc.,necessaryfortheproperandcontinuingfunctioningoftheGoodsduringthep periods specified **in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standardsforworkmanship,process,material,andequipment,aswell asreferencetobrandnamesorcataloguenumbersspecifiedbythePurchaserintheScheduleofRequirements,areintendedtobedescriptive onlyandnotrestrictive.TheBiddermayofferotherstandards of quality, brand names, and/or cataloguenumbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents Establishing the Eligibility and Qualification of the Bidder**

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

17.2 The documentary evidence of the Bidder's qualification 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 to offer to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Form 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**, the Bidder (if awarded the Contract) or its Agent in the country will be 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;
- (c) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria; and
- (d) 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.

**18. Period of Validity of Bids**

18.1. Bid shall remain valid for the Bid Validity period **specified in the BDS** or any extended period if amended by the Purchaser in

accordance with ITB8. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period, shall be rejected by the Purchaser as nonresponsive.

- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the response shall be made in writing. If a Bid Security is requested (in accordance with ITB 19), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract prices shall be determined as follows:
  - (a) In the case of fixed price contracts, the Contract prices shall be the Bid price adjusted by the factors **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustments shall be made.
  - (c) In any case, Bid evaluations shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

- 19.1. The Bidders shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid security, in the amounts specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
  - (a) an unconditional bank guarantee issued by a Nationalized/ Scheduled bank located in India;
  - (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;
  - (c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India; or
  - (d) another security **specified in the BDS**,

In the case of a bank guarantee, the Bid security shall be submitted using the



eBidSecurityFormincludedinSectionIV,BiddingForms.TheBidsecurityshallbevalidforforty five (45)daysbeyondtheoriginalvalidity period of the Bid,orbeyondanyperiod of extensionifrequestedunderITB18.2.

- 19.4. If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration 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 a successful Bidder shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or Bid-Securing Declaration may be executed:
  - (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part), or any extension thereto provided by the Bidder; or
  - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 35; or
  - (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 48; or
    - (ii) furnish a performance security in accordance with ITB 49.
- 19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.5.
- 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 any extended date provided by the Bidder, or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 35; or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB

B49;

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

## 20. Format and Signing of Bid

- 20.1 The Bidders shall prepare the Bid, in accordance with ITB11 and ITB21.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.
- 20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be uploaded along with 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 their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.
- 20.5 Any interlineation, erasures, or overwritings shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Online Submission of Bids

## 21. Preparation of Bids

- 21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC **specified in BDS**).

As part of the enrolment process, bidders are required to choose unique username and assign a password for their accounts. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) with their profile. The bidders should register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement system. A bidder can then login the website

through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

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

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

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

**22. Deadline for Submission of Bids**

22.1. Bids, both Technical and Financial Parts, must be uploaded online not later than the date and time specified in the BDS. The server time will be considered as the standard time for referencing the deadlines for submission of the bids, opening of bids etc.

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

**23. Late Bids**

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

**24. Withdrawal, Substitution, and Modification of Bids**

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

of the bid is not allowed (or allowed **if specified in BDS**).

- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.
- 24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereof. This will result in the forfeiture of the Bid Security or execution of the Bid-Securing Declaration pursuant to ITB 19.7.

### **E. Public Opening of Technical Parts of Bids**

#### **25. Public Opening of Technical Parts of Bids**

- 25.1. The Purchaser shall publicly open Technical Parts of all Bids received by the deadline at the date, time and place specified **in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents, if required to be submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, the bidders' names, the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required, alternative bids – technical parts, if any, and such other details as the Purchaser may consider appropriate shall be notified online by the Purchaser at the time of bid opening.

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.

- 25.2. 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 Technical Parts of Bids, and Technical Parts of Alternative Bids, if any, that are opened at Bid opening shall be considered further for evaluation.

### **F. Evaluation of Bids - General Provisions**

#### **26. Confidentiality**

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33.

Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 43. In cases where ITB 43 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 46.

- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

**27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarifications 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 responses shall be in writing and shall be delivered to concerned bidders through e-procurement system/ official email id mentioned in IFB. 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 35.
- 27.2 The bidder shall respond to the queries on e-procurement system. If a Bidder does not provide clarification of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

**28. Deviations, Reservations, and Omissions**

- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- 28.2 "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**29. Nonconformities, Errors and Omissions**

- 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.
- 29.2 Provided that a Bid is substantially responsive, the Purchaser may require

est that the Bidders submit the necessary information or documentation, within a reasonable period of time, to rectify non-material nonconformities or omissions in the Bid related to documentation requirements. Such omissions shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

## **G. Evaluation of Technical Parts of Bids**

### **30. Evaluation of Technical Parts**

30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other valuation criteria or methodologies shall be permitted.

### **31. Determination of Responsiveness**

31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligation under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.1.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.

31.1.2 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Purchaser shall examine the technical aspects of the Bids submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31.2.1 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the

SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (GCC Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**32. Qualification of the Bidders and Detailed Evaluation of the Technical Part**

- 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualification 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 Bidder.
- 32.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 32.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation to assess adequacy of the Technical Part.

**H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids**

**33. Notification of Evaluation of Technical Parts and**

- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-

**Public Opening  
of Financial Parts**

responsive to the requirements in the bidding document, advising them of the following information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of the Bid shall not be opened;
- (c) notify them of the date, time and location of the public opening of the Financial Parts of the Bids.

33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and
- (b) their Financial Part of Bid will be opened at the public opening of Financial Parts;
- (c) notify them of the date, time and location of the public opening of the Financial Parts of the Bids, as **specified in the BDS**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. 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 total bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Purchaser may consider appropriate, will be notified online by the Purchaser at the time of bid opening.

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.

33.4 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 Parts of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

## **I. Evaluation of Financial Parts of Bids**



### 34. Evaluation of Financial Parts

- 34.1 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, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
- 34.2 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) Not used;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.1; and
  - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- 34.3 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 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) not used;
  - (c) any allowance for price adjustment during the period of execution

no of the contract, if provided in the Bid.

- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from among those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

**35. Correction of Arithmetic Errors**

- 35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit prices shall prevail and the line item total shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 35.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid and the Bid Security may be forfeited or the Bid-Securing Declaration may be executed in accordance with ITB Sub-Clause 19.7.

**36. Conversion to Single Currency**

- 36.1 Not used.

**37. Margin of Preference**

- 37.1 Not applicable.

**38. Comparison of Financial Parts**

- 38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured in India or goods of foreign origin already located in India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account sales and similar taxes levied in connection with the sale or

elivery of goods.

- 39. Abnormally Low Bids**
- 39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.
- 39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser, unless otherwise **specified in the BDS**, shall seek written clarification from the Bidder, including a detailed price analysis of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 39.3 After reevaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

## **J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award**

- 40. Evaluation of combined Technical and Financial Parts**
- 40.1 Not used.
- 40.2 The Purchaser will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document, and the lowest evaluated cost.
- 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period**
- 42.1 Not used.
- 43. Notification of Intention to Award**
- 43.1 Not used.

## **K. Award of Contract**

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

most Advantageous Bid as specified in ITB 40.

**45. Purchaser's Right to Vary Quantities at Time of Award**

45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

**46. Notification of Award**

46.1 Prior to the expiration of the Bid Validity Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

46.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or on a National website (GoI website <http://tenders.gov.in>) or GoI Central Public Procurement Portal (<https://eprocure.gov.in/cppp/>), and on the e-procurement system.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**47. Debriefing by the Purchaser**

47.1 Not used.

**48. Signing of Contract**

48.1 Promptly upon Notification of Award, the Purchaser shall send the





## Section II-Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB1.1	<p>The reference number of the Request for Bids (RFB) is: <b>02A/FIRE/RFB/UPRE PARE/2025</b></p> <p>The Purchaser is: <b>Program Director, PMU, U-PREPARE</b></p> <p>The name of the RFB is: <b>Procurement of Fire Entry Suits for UFES</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>02A/FIRE/RFB/UPRE PARE/2025</b></p>
ITB1.2(a)	<p>The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process.</p>
ITB2.1	<p>The Borrower is: Government of India. The sub-Borrower is Department of Disaster Management, Government of Uttarakhand</p> <p>Loan or Financing Agreement amount: <b>INR 1480 Cr.</b></p> <p>The name of the Project is: <b>Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE)</b></p>
ITB4.1	<p>Bids from Joint Ventures are not permitted</p>
ITB4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
	<h3>B. Content of Bidding Document</h3>
ITB7.1	<p><b>Electronic – Procurement System</b></p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process:</p> <p><b>www.uktender.gov.in</b></p> <p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: Program Director, PMU, U-PREPARE</p> <p>Address: 5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand</p> <p>Telephone: +91-8126148268, +91-9837748148</p>

	<p>Electronic mail address: <a href="mailto:procurement.uprepare@gmail.com">procurement.uprepare@gmail.com</a></p> <p>Webpage: <a href="http://www.u-prepare.com">www.u-prepare.com</a></p> <p><b>Pre-bid meeting:</b> The bidder or his authorized representative (only one person from each firm) is invited to attend a pre-bid meeting which will take place at:</p> <p>The office of the Program Director, Project Management Unit, U-PREPARE, 5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand</p> <p>Date: <b>05.06.2025</b> Time: <b>12:00 PM</b></p> <p><b>Note:</b> e-procurement system of NIC also provides a 24x7 e-procurement portal (CPP) Helpdesk for any queries relating to the process of online bid submission or relating to e-procurement portal in general. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: Tel: The 24 x 7 Telephonic Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. E-Mail: <a href="mailto:cphp-nic[at]nic[dot]in">cphp-nic[at]nic[dot]in</a>, <a href="mailto:support-eproc[at]nic[dot]in">support-eproc[at]nic[dot]in</a></p>
<b>ITB 8.1</b>	<p>A bidder has multiple options built in the e-procurement system for searching active bids by several parameters. These parameters could be Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search, wherein a bidder may combine a number of search parameters to search for a bid.</p> <p>Once a bid has been selected, the bidder may download the required documents/ bid schedules and move them to the respective 'My Bids' folder. This would enable the e-procurement system to intimate the bidder through SMS/ e-mail regarding any corrigendum issued to the bid document.</p> <p>The bidder should make a note of the unique Bid ID assigned to each bid to obtain any clarification/ help, if required from the Helpdesk (BDS 7.1 also refers)</p>
	<b>C.Preparation of Bids</b>
<b>ITB 11.2 (i)</b>	<p>The Bidder shall submit the following additional documents in the Technical Part of its Bid:</p> <ol style="list-style-type: none"> <li>Manufacturer's authorization: as required in the prescribed format.</li> <li>Copy of Firm/Company Registration</li> <li>The written confirmation of authorization to sign on behalf of the Bidder which shall consist of Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid</li> </ol>



	<ul style="list-style-type: none"> <li>d) Brochures/Catalogue of goods to be provided</li> <li>e) Turnover Certificate duly verified by Chartered Accountant</li> <li>f) Professional Tax certificate/paid challan</li> <li>g) The PAN No. and IT return certificate from Income Tax Department</li> <li>h) Technical Specifications compliance sheet – Bidder must prepare a document having complied/not-complied mentioned against each specification</li> <li>i) Documents verifying past supplies</li> </ul>
<b>ITB11.3(d)</b>	The Bidders shall submit the following additional documents in the Financial Part of its Bid: Nil (Only BoQ and Financial Bid Submission Form to be submitted)
<b>ITB 12</b>	<p><b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement system along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-procurement system. The rest of the forms shall be download by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement system along with the scanned copies of the supporting documents. Documents which are to be submitted as scanned documents shall be printed or written in indelible ink (or legible photocopies in the case of copies) and all the pages shall be signed by person or persons duly authorized to sign on behalf of the Bidder before scanning and uploading.</p> <p>To avoid time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders in the NIC e-procurement system. 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.</p> <p>My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of e-Technical Bid.</p>
<b>ITB 12.3</b>	<p>Add the following as sub-clause 12.3:</p> <p><b>“12.3 Submission of Original Documents:</b> The bidders are required to separately submit:</p> <ul style="list-style-type: none"> <li>(i) Original Bid security in the form of Bank Guarantee/ FDR in favour of Program Director, PMU, U-PREPARE;</li> <li>(ii) Original affidavit vouching for the correctness of the information furnished and documents uploaded along with declaration of non blacklisting by any organization in last 5 years (On Rs.100/- Stamp Paper);</li> </ul>

	<p>(iii) Non-refundable Tender Fee in the name of Program Director, PMU, U-PREPARE in form of DD only (INR 5900). Tender Fee in any other form apart from DD shall not be accepted.</p> <p>The above documents must be submitted with the office of Program Director, PMU, U-PREPARE before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted. These original documents shall be sealed in an envelope(s) that (a) shall bear the name and address of the Bidder; (b) shall be addressed to the Purchaser; and (c) shall bear the specific identification of this bidding process as indicated in BDS 1.1.”</p>
<b>ITB 12.3</b>	<p>Original Documents are required to be submitted <b>before the Bid submission deadline</b>:</p> <p>For submission of original documents, the Purchaser’s address is:</p> <p>Attention: Program Director, PMU, U-PREPARE</p> <p>Address: 5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand</p> <p>Telephone: +91-8126148268, +91-9837748148</p> <p>Electronic mail address: <a href="mailto:procurement.uprepare@gmail.com">procurement.uprepare@gmail.com</a></p> <p>Country: INDIA</p>
<b>ITB13.1</b>	Alternative Bid shall not be considered.
<b>ITB14.5</b>	The prices quoted by the Bidders shall not be subject to adjustment during the performance of the Contract
<b>ITB14.6</b>	Prices shall be quoted for all items and evaluation will be done for all items together as one package.
<b>ITB14.7</b>	The Incoterms edition is Incoterms 2020
<b>ITB14.8(a)(iii)</b>	Final Destination (Project Site): Uttarakhand Fire & Emergency Services, Dehradun
<b>ITB16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 Years
<b>ITB17.2(a)</b>	Manufacturer’s authorization is required as per proforma in Section IV
<b>ITB17.2(b)</b>	<p>After sales service which shall be provided by the Supplier or alternatively by its Agent is required</p> <p>The evaluation will take into account the cost of minimum 01 year comprehensive warranty which shall be included in quoted price</p>

	(inclusive of all expenses). The warranty shall start immediately after the commissioning of the equipment.
<b>ITB18.1</b>	The Bid validity period shall be 120 days.
<b>ITB18.3(a)</b>	NA
<b>ITB19.1</b>	<p>The Bid Security amount shall be <b>INR 7,00,000.00 Only</b></p> <p>The bid security shall be in the form of Bank guarantee or Fixed Deposit Receipt (FDR) from a scheduled national commercial bank, issued in favour of Program Director, PMU, U-PREPARE, Dehradun</p> <p>The validity of the Bid Security shall be 45 days more than the validity of the bid i.e. 120+45 days from the last date of bid submission.</p> <p><b><i>Note: The bid having validity of bid security less than 120+45 days shall be considered as non-responsive.</i></b></p>
<b>ITB19.3(d)</b>	Other types of acceptable securities are: None
<b>ITB19.9</b>	NA
<b>ITB20.3</b>	The written confirmation of authorization to sign on behalf of the Bidders shall consist of: Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid with resolution of board of directors
	<b>D. Online Submission of Bids</b>
<b>ITB21.1</b>	Class of DSC required is: III
<b>ITB22.1</b>	<p><b>The deadline for uploading the Bids is:</b></p> <p>Date: <b>26.06.2025</b></p> <p>Time: <b>12:00 PM</b></p>
<b>ITB 24.1</b>	Re-submission of the bid is not allowed, if withdrawn.
	<b>E. Public Opening of Technical Parts of Bids</b>
<b>ITB25.1</b>	<p>The online Bid opening of Technical Parts of Bids shall take place at:</p> <p>Office of Program Director, PMU, U-PREPARE</p> <p>5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand</p> <p>Country: India</p> <p>Date: <b>26.06.2025</b></p> <p>Time: <b>03:00 PM</b></p>

<b>G. Evaluation of Technical Parts of Bids</b>	
<b>H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids</b>	
<b>ITB 33.2 (c)</b>	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date, time and location of the public opening of Financial Parts.</p> <p>In addition to the above the Purchaser shall publish a notice of the public opening of the Financial Parts of the Bid on its website <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a></p>
<b>I. Evaluation of Financial Part of Bids</b>	
<b>ITB 34.2(a)</b>	<p>Evaluation will be done for all items together as one package.</p> <p>Bidder must quote for the complete requirement for goods and services specified in BOQ failing which bids shall be treated as non-responsive.</p>
<b>ITB 34.6</b>	NA
<b>ITB 35</b>	<p><b>Note:</b> If the e-procurement (i) system automatically calculates the line-item total from unit price and quantity, and total amount from the subtotals, and (ii) the system also automatically populates the amount in words from the amount in figures, then there is no scope of discrepancy and need for arithmetic correction.</p>
<b>ITB 39.2</b>	Provisions related to Abnormally Low Bids do not apply.
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b>	
<b>K. Award of Contract</b>	
<b>ITB 45.1</b>	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is: 25%</p>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>For the attention:</b> Mr. S. K. Birla</p> <p><b>Title/position:</b> Additional Program Director</p>

	<p><b>Purchaser:</b> Program Director</p> <p><b>Email address:</b> Procurement.uprep@uprep.org</p> <p>A copy of the complaint can be sent for the Bank's information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents;</li><li>2. the Purchaser's decision to exclude a Bidder from the procurement process prior to the award of contract; and</li><li>3. the Purchaser's decision to award the contract.</li></ol>
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## **Section III-Evaluation and Qualification Criteria**

This Section contains the criteria that the Purchaser shall use to evaluate Bids and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

## TECHNICALPART

### 1. Qualification

#### QualificationCriteria(ITB32.1)

ThePurchasershallasseseachBidagainstthefollowingQualificationCriteria.RequirementsnotincludedinthetextbelowshallnotbeusedintheevaluationoftheBidder'squalifications.

#### 1.1 If the Bidder is a manufacturer:

- (a) **Financial Capability:** The bidder must have average annual turnover of Min. **INR 3.00 Cr.** in last 3 years. *The Bidder shall submit audited Balance Sheets and turnover certificate (both duly verified by Chartered Account) for the last 3 years*
- (b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed Supply of goods of similar in nature and complexity to the Goods and Related Services under the Contract in last 3 years prior to bid submission deadlineof at least **INR 3.00 Cr.**in maximum 3 orders combined. *The bidder must submit Supply Order along with completion certificate issued by the user agency. The bidder must also submit contact details (valid Phone No., Email &physical Address) of the agency issuing the supply order/completion certificate.*
- (c) **Manufacturing experience:** the Bidder shall furnish documentary evidence to demonstrate that:
  - C.1it has manufactured goods of similar nature and complexity for at least 3 years, prior to the bid submission deadline; and
  - C.2 its annual production capacity of goods of similar nature and complexity for each of the last 3 years prior to the bid submission deadline, is at least one (1) time the quantities specified under the contract.

#### 1.2If the Bidder is a non-manufacturer:

- (a) **Manufacturer's authorization:**If the bidder is a non-manufacturer, Manufacturer's authorization is to be submitted in the format provided in *Manufacturer's Authorization Form, Section IV, Bidding Forms*for the following major items:
  - i. Fire Entry Suits
- (b) **Financial Capability:** The bidder must have average annual turnover of Min. **INR 2.00 Cr.** in last 3 years. *The Bidder shall submit audited Balance Sheets and turnover certificate (both duly verified by Chartered Account) for the last 3 years*
- (c) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed Supply of goods similar in nature and complexity to the Goods and Related Services under the Contract in last 3 years prior to bid submission deadline of at least **INR 2.00**



**Cr.** in maximum 3 orders combined. *The bidder must submit Supply Order along with completion certificate issued by the user agency. The bidder must also submit contact details (valid Phone No., Email & Physical Address) of the agency issuing the supply order/completion certificate*

### **NOTES**

- ***Goods of similar nature:***Specialized garments to protect firefighters
- *Notwithstanding anything stated above, the Purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.*
- *The information and documents in support of meeting the qualification criteria as specified above should be uploaded in Technical Bid*

## **FINANCIALPART**

### **1. MarginofPreference(ITB37) – Not Applicable**

### **2. EvaluationCriteria(ITB34.6)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

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

**Combined Evaluation**– Not applicable

**Multiple Contracts (ITB 34.4):** Not applicable

**Alternative Bids (ITB 13.1)** Not applicable

## **Section IV-Bidding Forms**

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## Letter of Bid – Technical Part

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

*The Bidder must prepare this Letter of Bid – Technical*

*Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text 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]*

**RFB No.:** *[insert number of RFB 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 (ITB8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB4;
- (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 ITB4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*

- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **Bid Validity:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (h) **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 Bid submitted in accordance with ITB 13;
- (i) **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;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) **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;
- (l) **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
- (m) **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]*

**Dates 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.

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

## Technical Part

The technical bid shall include all relevant information required to evaluate the technical Part in accordance with the requirements.

To establish the conformity of the Goods and Related Services to the RFB document, the Bidder shall furnish the documentary evidence that the Goods conform to the technical specifications and standards, including any essential technical and performance characteristics specified in Section VII, Schedule of Requirements. Any required functional guarantees shall also be provided. The attached forms/format may support the Bidder to organize information required to present its technical bid.

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.

In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

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.

If the contract has been assessed to present potential or actual cyber security risks, the technical bid must include proposed cyber security risks management plan.

If there are assessed supply chain risks, the technical bid must include proposed supply chain risk management plan.

The Manufacturer's Authorizations shall be included in accordance with ITB BDS 17.2 (a) and the attached Manufacturer's Authorization form.

**Technical Bid Checklist**

Technical. Requirement No. _	Technical Requirement: <i>[insert: description of requirement]</i>
Bidder's technical bid/ compliance:	
Bidder's cross references to supporting information in the Technical Bid:	



## **Functional Guarantees**

*NA*

## 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]*

RFB No.: *[insert number of RFB 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.

No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific RFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists].*

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]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

*[Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.]*

## Bidder Information Form

*[The Bidders 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]*

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

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

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

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

## Bidder's JV Members Information Form - NA

(Where permitted as per BDS ITB 4.1)

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

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

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

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

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

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

## Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b> <b>in accordance with Section III, Qualification Criteria, and Requirements</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## Forms of Bid Security

### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>1</sup> (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for the supply of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No.....*[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_<sup>2</sup> for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

<sup>1</sup>*In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ....., and .....".*

<sup>2</sup>*The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>3</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

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

\_\_\_\_\_  
<sup>3</sup> 45 days after the end of the validity period of the Bid.

**Form of Bid-Securing Declaration**

*NA*



## DECLARATION for Claiming Excise Duty Exemption

**(Name of the Project)**

RFB No. ....

Description of item to be supplied

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

(Information for issue of certificate for claiming exemption of Excise Duty (ED) in terms of Central excise notification No. 108/95)

**(Bidder's Name and Address):**

**To**

**(Name of  
Purchaser)**

.....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95 read along with all subsequent amendments including the amendment dated 01-03-2008.

(i) Ex-factory price per unit on which ED is payable: \*Rs.

\_\_\_\_\_

(ii) No of Units to be supplied:

\_\_\_\_\_

(iii) Total cost on which ED is payable

(Rs.) \_\_\_\_\_

*(The requirements listed above are as per  
Current notifications. These may be modified,  
as necessary, in terms of the rules in force)*

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

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

*\* Please attach details item-wise with cost, if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

## Performa FOR PERFORMANCE Statement

[Please see ITB 32.2 and Section III-  
Evaluation and Qualification Criteria]

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

RFB No. \_\_\_\_\_

Date of opening \_\_\_\_\_

Time \_\_\_\_\_ Hours

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

<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 \_\_\_\_\_

\_\_\_\_\_

## Letter of Bid - Financial Part

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

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

*Note: All italicized text 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]*

**RFB 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:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(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 Rs. words and figures]*;

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

(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 Letter of Acceptance, 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.

## PriceScheduleForms

*[The Bidders shall fill in these Price Schedule Forms 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.]*

***Important: The Financial Bid Submission Form must be completed and submitted /uploaded on the e-portal ([www.uktenders.gov.in](http://www.uktenders.gov.in)) in PDF form in the Financial Envelope along with the BOQ. The Financial Bid Submission Form shall be the part of Commercial Bid and if the bidder fails to submit Financial Bid Submission Form, the bid shall be deemed non-responsive.***

## Price Schedule: For Supply as per Schedule of Requirements

Purchaser's Country _____INDIA_____				Currency Indian Rupees		Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date	Quantity and physical unit	Unit price EXW [including excise duty if any]	Total EXW price per line item [including excise duty if any] (Col. 4x5)	Price per line item for inland transportation and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii))	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
Total Price								

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

*Note: The bidder shall give list of major replacement components, mandatory spare parts for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes major replacement components, mandatory spare parts as per technical specification)*

## Price and Completion Schedule - Related Services

Currency Indian Rupees					Date: _____	
					RFB No: _____	
					Alternative No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 4*5)	
<i>[insert number of the Service]</i>	<i>[insert name of Services, after modifying as appropriate deleting inapplicable items from the following:]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>	
	<i>Performance or supervision of the on-site assembly and/or start-up of the supplied Goods</i>					
	<i>Furnishing of tools required for assembly and/or maintenance of the supplied Goods</i>					
	<i>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</i>					
	<i>Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract</i>					
	<i>Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods</i>					
<b>Total Bid Price</b>						

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







## **Section V-Eligible Countries**

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

In reference to ITB 4.8 and ITB

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

Under ITB 4.8(a) and ITB 5.1: None

Under ITB 4.8(b) and ITB 5.1: None



## **Section VI-Fraud and Corruption**

**(Section VI shall not be modified)**

### **1. Purpose**

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

### **2. Requirements**

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

- 2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all

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

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

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

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





## **PART2–SupplyRequirements**



**Section VII -ScheduleofRequirements**

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## 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date	
				Delivery Period	Bid Security in Indian Rupees <sup>7</sup>
1	Procurement of Fire Entry Suits for UFES	As specified in BOQ	UFES – Dehradun, Uttarakhand	90 Days from the date of contract signing	7,00,000

## 2. List of Related Services and Completion Schedule

Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
Performance or supervision of the on-site assembly and/or start-up of the supplied Goods	As specified in BOQ	As specified in BOQ	Uttarakhand Fire & Emergency Services, Dehradun	90 Days from the date of final contract signing
Furnishing of tools required for assembly and/or maintenance of the supplied Goods				
Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods				
Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract				
Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods				

### 3. Technical Specifications

#### Fire Entry Suit

S.No	Specifications
1	<p><b>General</b> Aluminized heat protective suit made from aluminized based material. The suit should consist of Coat, Pant, Hood, glove, helmet and boot. The suit should be designed in Coat and Pant form. The Suit shall have minimum <i>five layered</i>. Total suit weight including, coat (large size) with breathing apparatus pouch, pant, hood, helmet, gloves, shoes, and cover of shoe shall not be more than 18Kg.</p>
2	<p><b>Material of construction</b></p> <p><b>OUTER LAYER:</b> The outer layer should be made from Para-Aramide or Fiberglass Fabric based aluminized material. The fabric should have a total weight of not more than 700g/m<sup>2</sup>. The fabric should be tested and certified to EN 11612 latest having a rating of at least A1 B1 C4 D3 E3 F2. The fabric should offer excellent thermal, radiant and convective heat protection.</p> <p><b>SECOND LAYER</b> Moisture barrier: The second layer should be made of aramide laminated with PTFE membrane or PUFR membrane.</p> <p><b>THIRD LAYER AND FOURTH LAYER</b> Thermal Barrier: The third and fourth layer should be made of 100% pre-oxidized PAN or 100% pre-oxidized carbon fiber or preoxidised para aramid or FR aramid.</p>
3	<p><b>INNER MOST LAYER:</b></p> <p>The inner most layer should be made from a FR fabric. The fabric should be tested and certified to EN11612:2015 having a rating of atleast A1, A2, B1, C4, E3, and F1. All layers together must achieve 0% burn injury in burn meniquine test. 0% Burn Injury for a total of 2nd and 3rd Degree Burn as per <b>EN 13506 Standards</b></p>
4	<p><b>Coat</b> The coat should be designed to offer maximum protection with limited discomfort to the user. The coat should be provided with front zip fastening arrangement with overlapping flap with Velcro. The coat should be provided with high protective collar with throat guard and Velcro tightening arrangement for better protection. The sleeves of the coat should be provided with elastic wrist and finger loops with additional press buttoning tightening arrangements. The coat should be stitched with flame retardant and mechanically strong para-aramide thread. The coat should be supplied with provision for BA pouch.</p>

S.No	Specifications
5	<p><b>Pant</b></p> <p>The pant should be designed to offer maximum protection with limited discomfort to the user.</p> <p>The pant should be provided with heavy duty nylon suspenders for fit adjustment with quick release snap buckles.</p> <p>The pant should be provided with zipper and Velcro overlapping at fork area.</p> <p>The pant should be provided with fastening arrangement at the bottom.</p> <p>The pant should be stitched with flame retardant and mechanically strong para-aramid thread.</p>
6	<p><b>Hood</b></p> <p>The hood should be designed to cover the full head area and overlapping the shoulder.</p> <p>The hood should be provided with two fastening arrangements to hold the hood firmly on the head.</p> <p>The hood should be provided with glass gold plated reflective visor for better heat reflection and should be integrated with the Helmet.</p> <p>The inner of the hood should be provided with CE certified Fire man helmet with ventilation system.</p>
7	<p><b>Helmet:</b></p> <p>STANDARD: Certified to EN 443: 2008 or NFPA latest version standards type class- B</p> <p>COLOUR : Fluorescent Green/Yellow</p> <p>CONSTRUCTION: Helmet should be constructed of composite fibre glass capable of providing full protection even against shorter flash over flames temperature exposures of upto 1000 deg C.</p> <p>FEATURES: Helmet should have the following features and Test certificate/ reports confirming the following operational requirements are required to be furnished:</p> <ul style="list-style-type: none"> <li>- Helmet with visor should have a modular design whereby the face and neck is also protected against flames</li> <li>- Visor should be provided capable of withstanding extreme heat and impact</li> <li>- Visor should be capable of being closed - housed within the inner shelf of the Helmet.</li> </ul> <p><b>- helmet should have double Visor one in the form of full visor other in the form of goggle visor. Both visor shall have attachment with helmet.</b></p> <ul style="list-style-type: none"> <li>- Outer Visor should be Golden Plated shall confirmed to EN 14458:2018 or equivalent NFPA standard.</li> <li>- helmet shall be compatible with all major brand of BA set Dragger/MSA/Scott/Intespiro.</li> <li>- Weight of the Helmet complete with visor shall not exceed 1.6 Kgs</li> </ul>

S.No	Specifications
	<ul style="list-style-type: none"> <li>- Interior shock absorption layer to be provided for head protection.</li> <li>- Head size adjustable feature should be available for fitting various head size circumference 51-65 cm of fireman.</li> <li>- The Helmet should have the attachment to fix torches on both the sides.</li> <li>- The Helmet should have Electrical Isolation certification certified to E2E3C Standards and Test Report for the same should be attached with the Tender.</li> <li>- The External Length of the Shell (WITH CLOSED VISOR): should be minimum 32 cms ; Height of the Helmet should be minimum 26cm</li> </ul> <p>The Helmets should be Certified for Forest Fire Fighting as per Standards EN 16471:2014 and for Technical Rescue as per Standards as per EN 16473:2014 respectively.</p> <p>Waterproof Torch – EN certified for Fire Fighting or UL Certified should be provided alongwith the Hemet too.</p> <ul style="list-style-type: none"> <li>- The torch shall comply with the requirements of Directive 2014/34/EU and should be certified to: EN 60079.</li> <li>-The torch should be turned on by turning the level either to the right or left or single push button.</li> <li>- a colourful logo of Uttarakhand fire and <b>emergency</b> service shall be marked on the front of helmet.</li> </ul>
8	<p><b>Hand Gloves</b></p> <p>The hand glove should be designed in mitten type with thumb</p> <p>The hand glove should be provided with additional layer of para-aramid on palm and fingers area for added heat and mechanical protection.</p> <p>The length of the glove should be 14"</p> <p>The glove should be provided with fastening arrangement at the cuff area.</p> <p>The <b>glove</b> should be stitched with flame retardant and mechanically strong para-aramid thread.</p>
9	<p><b>Boots</b></p> <p>The boot should consist of two portion; inner safety shoes and upper cover made from aluminized materials.</p> <p><b>Inner safety shoe</b></p> <p>The inner shoes shall be fire-fighting leather boots confirming a Standard of EN15090, Type 3 with good grip and chemical resistance. The shoes shall have lace for quick release. The shoe should be provided with composite toe cap for better heat and impact resistance, the weight of the boots shall be not more than 2.50 Kgs (8 size)</p> <p><b>Upper Cover of shoe</b></p> <p>The upper cover of the shoe should be made from PREOXIDIZED-PARA-ARAMIDE based aluminized material with press button holding arrangement at the ankle and bottom area.</p>



S.No	Specifications
	<p><b>Approval</b></p> <p>The aluminized suit assembly should be tested to EN 1486 standards. The aluminized outer fabric should be tested to EN ISO 11612 latest. The Flame-retardant inner layer fabric should be tested and certified to EN ISO 11612:2015. One randomly selected suit shall be sent by the buyer to Third Party Independent accreditation Lab (ILAC) for burn meniquine test. The cost of the test including other expenses shall be borne by the bidder. The Fire Entry Suit should achieve 0% Burn Injury for a total of 2nd and 3rd Degree Burn as per EN 13506 Standards. If the test is failed entire lot shall not be accepted and retesting shall be conducted on the bidder cost from a new lot.</p> <p>The helmet should be CE certified to EN 443:2008 standards.</p> <p>The inner shoes shall be fire-fighting leather boots confirming a Standard of EN15090, Type3 The shoe should be certified to EN20345 for S3 HRO SRC.</p>

## **4. Drawings**

**NA**

## 5. Inspections and Tests

*After manufacture, the supplier shall get each equipment/item of Goods inspected in manufacturer's works and forward to the Purchaser along with his letter seeking inspection, a test certificate along with guarantee/warranty certificate confirming that the equipment/Goods conform to contract specifications.*

*Upon receipt of the test certificate, the purchaser or its representative shall arrange for inspection and/or test, of any or all the equipment/Goods prior to issuance of dispatch clearance.*

*However, the inspection and dispatch clearance by the Purchaser or the waiver thereof will not prejudice the right of the Purchaser or its consignee to test the equipment/goods on receipt at destination. Upon receipt of the goods at final destination, the Purchaser shall have the right to inspect and/or test the equipment/Goods to confirm their conformity to the contract specifications.*

*If the equipment fails to meet the contract specifications during inspection, whether pre-dispatch or upon receipt of at final destination, the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to ensure that all supplies meet with the specifications specified in the contract.]*

## 6. Proforma of Certificate for issue by the Purchaser after Successful Installation and Startup of the Supplied Goods

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the plant \_\_\_\_\_

(c) Plant Nos. \_\_\_\_\_

(d) Quantity \_\_\_\_\_

(e) Rail/Roadways Receipt No. \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the consignee \_\_\_\_\_

(g) Date of startup and proving test \_\_\_\_\_

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. \*

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
  - (b)
  - (c)
  - (d)
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with Stamp \_\_\_\_\_

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\* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the startup of the plant in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the supplier as specified in the contract
- (d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.



## **PART3–Contract**





## **Section VIII -GeneralConditionsofContract**

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## Section VIII. General Conditions of Contract

### 1. Definitions

#### 1.1

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

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

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

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

3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
  - (b) The terms EXW, CIP, FCA, CFR and others 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 a waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

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

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the languages 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 languages 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.

### 6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. Forth

purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the law of the Purchaser’s Country, unless otherwise **specified in the SCC**.
- 9.2 Throughout the execution of the Contract, the Suppliers shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Suppliers shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations

nder the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

- 11.1 The Supplier shall keep, and shall make all reasonable effort to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**12. Scope of Supply**

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

**13. Delivery and Documents**

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

**14. Supplier's Responsibilities**

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory

labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
  - (b) underground, underwater, working at heights or in confined spaces;
  - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
  - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
  - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
- 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 14.9 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all



reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

- 14.10 The Supplier shall comply with additional obligations as **specified in the SCC.**

**15. Contract Price** 15.1

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the SCC.**

**16. Terms of Payment** 16.1

The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the SCC.**

16.2

The Supplier's request for payments shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3

Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4

The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5

In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period **set forth in the SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rates **shown in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties** 17.1

For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and others 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 effort to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC.**

18.2

The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3

As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the **Purchaser in the SCC**, or in another format acceptable to the Purchaser.

18.4

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC.**

**19. Copyright**

19.1

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

**20. Confidential Inf** 20.1

**ormation**

The Purchaser and the Suppliers 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 Subcontractors 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 Suppliers 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 Suppliers 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 proved 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 here to prior to the date of the Contract in respect of the Supplier or any part thereof.

## 20.5

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

**21. Subcontracting 21.1**

The Supplier shall notify the Purchaser in writing of all subcontract awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance

Declaration. 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**

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

**22. Specifications and Standards 22.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents 23.1**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing cases size and weight 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 or ordered by the Purchaser.

**24. Insurance**

24.1

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

**25. Transportation and Incidental Services**

25.1

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

25.2

The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in the SCC**:

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

25.3

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

by the Supplier for similar services

## 26. Inspections and Tests

26.1

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

26.2

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

26.3

The Purchaser or its designated representatives 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 inspections shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 27. Liquidated Damages 27.1

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

## 28. Warranty 28.1

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3

Unless otherwise **specified in the SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5

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

28.6

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

## 29. Patent Indemnity

29.1

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

- (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 hereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.



29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4

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

29.5

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

### **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a)

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

(b)

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

### **31. Change in Laws and Regulations**

31.1

Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, or order by law 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

cts the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Prices 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 costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### 32. Force Majeure

32.1

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

32.2

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

32.3

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

### 33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance with 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)daysfromthedateoftheSupplier'sreceiptofthePurchaser'schangeorder.

33.3 PricetobechargedbytheSupplierforanyRelatedServices that might beneededbutwhichwerenotincludedintheContractshallbeagreeduponinadvancebythepartiesandshallnotexceedtheprevailingrates chargedtootherpartiesbytheSupplierforsimilarservices.

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

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

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

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

without compromising the necessary functions of the Facilities.

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

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

33.5 Subjecttotheabove,novariationinormodificationofthetermsofthe Contractshallbemadexceptbywrittenamendmentsignedbytheparties.

### 34. Extension 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 Suppliers 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 extensions shall be ratified by the parties by amendment of the Contract.

34.2

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

### 35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the periods specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1 (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Suppliers shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Suppliers 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 com

pensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 35.3 Termination for Convenience.

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

## 36. Assignment 36.1

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

## 37. Export Restrictions 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.

## **APPENDIX1**

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

### **Fraud and Corruption**

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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





## APPENDIX 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors\*

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

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

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

Countersignature of authorized representative of the Supplier:

Signature: \_\_\_\_\_

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



## Section IX-Special Conditions of Contract

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

<b>GCC 1.1(i)</b>	The Purchaser's Country is: India
<b>GCC 1.1(j)</b>	The Purchaser is: Program Director, PMU, U-PREPARE
<b>GCC 1.1(o)</b>	The Project Site(s)/Final Destination(s) is: <i>UFES, Dehradun, Uttarakhand</i>
<b>GCC 1.1 (p)</b>	<p>The term <b>SEA/SH</b> where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li> <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:  <b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.   <b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. </li> <li> <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by supplier's personnel with other supplier's, or purchaser's personnel. </li> </ul>
<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 version edition of Incoterms shall be 2020
<b>GCC 5.1</b>	The language shall be: English
<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention: Program Director, PMU, U-PREPARE</p> <p>5<sup>th</sup> Floor, USDMA, 36, IT Park, Dehradun – 248195, Uttarakhand</p> <p>Country: India</p> <p>Telephone: +91-8126148268, +91-9837748148</p> <p>Electronic mail address: <a href="mailto:procurement.uprepare@gmail.com">procurement.uprepare@gmail.com</a></p>
<b>GCC 9.1</b>	The governing law shall be the law of: Union of India
<b>GCC 9.2</b>	Deleted.
<b>GCC 10.2</b>	The rules of procedure for ad hoc arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the \*Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub- Resolution (India), shall appoint the arbitrator. A certified copy of the order of the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Dehradun, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) 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.
- (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).
- (f) Except as otherwise agreed to by the Parties, Arbitrators should give

	<p>a decision in writing within 120 days of receipt of notification of dispute.</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Dehradun, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p>
<b>GCC 12</b>	<p>GCC 12.1 is replaced with the following:</p> <p>“The Goods and Related Services to be supplied shall be as specified in the Special Conditions of Contract.”</p>
<b>GCC 12.1</b>	<p>The scope of supply for the Goods and Related Services to be supplied shall be as specified below: <i>details as specified in BOQ, specifications &amp; Schedule of requirement.</i></p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>Upon delivery of the goods to the transporter/consignee, the suppliers shall notify the purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</li> <li>(ii) Three Copies of packing list identifying contents of each package;</li> <li>(iii) Insurance certificate;</li> <li>(iv) Manufacturer's/Supplier's warranty certificate; and</li> <li>(v) Pre-dispatch Inspection Report</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be</p>

	responsible for any consequent expenses.
<b>GCC 14.9</b>	Cyber Security <i>Does not apply</i>
<b>GCC 14.10</b>	<i>NA</i>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <i>shall not be</i> adjustable.
<b>GCC 16.1</b>	<p>GCC 16.1—Payment shall be made in Indian Rupees, as follows:</p> <ul style="list-style-type: none"> <li><b>i. Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered, and in the form provided in the bidding document. This advance payment shall be adjusted from the payment on delivery.</li> <li><b>ii. On Delivery:</b> Sixty (60) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC/SCC Clause 13.</li> <li><b>iii. On Final Acceptance:</b> Twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser's representative in the proforma given in Section VII – item 6.</li> <li><b>iv. After completion of Warranty period:</b> Twenty (20) percent of the Contract Price shall be paid on completion of warranty period.</li> </ul>
<b>GCC 16.4</b>	The payments to the Supplier shall be made in Indian Rupees under this Contract.
<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 5 %</p>

<b>GCC 17</b>	<p>GCC 17.1 is replaced with the following:</p> <p>“The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.”</p> <p>GCC 17.2 is deleted.</p> <p>GCC 17.3 is replaced with the following:</p> <p>“In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in the Form “DECLARATION for Claiming Excise Duty Exemption” of Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.”</p>
<b>GCC 18</b>	<p>In GCC 18.1 ‘twenty-eight (28) days’ is replaced with ‘twenty-one (21) days’</p> <p>GCC 18.3 is replaced with the following:</p> <p>“As <b>specified in the SCC</b>, the Performance Security, if required, shall be denominated in the Indian Rupees, and shall be in the format stipulated by the <b>Purchaser in the SCC</b>.”</p> <p>Add the following as Clause 18.5 to the GCC:</p> <p>“In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 45 days after the completion of performance obligations including warranty obligations.”</p>
<b>GCC 18.1</b>	<p>A Performance Security <i>shall be required</i>.</p> <p>Performance Security shall be 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.</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 Performance Bank guarantee for proportionate value shall be extended 45 days over and above the extended warranty period.</p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of a Bank Guarantee</p>

<b>GCC 18.4</b>	Discharge of the Performance Security shall take place not later than 45 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
<b>GCC 21.3</b>	Add the following as sub-clause 21.3: "12.3 If the Supplier uses a Subcontractor without obtaining the written consent of the Purchaser, this will be treated as violation of GCC Clause 3 (Fraud and Corruption) and will attract remedial actions as mentioned in Appendix-1 to the GCC."
<b>GCC 22</b>	In GCC 22.1(a), the words "appropriate to the Goods' country of origin" are replaced with "appropriate to the Goods in India"
<b>GCC 23.2</b>	<u>Packing Instructions:</u>  Each package will be marked on three sides with proper paint/indelible ink with the following:  (i) Project; (ii) Contract No.; (iii) Supplier's Name; (iv) Packing List Reference Number.
<b>GCC 24</b>	In GCC 24.1, the following is deleted: '—in a freely convertible currency from an eligible country—'
<b>GCC 24.1</b>	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.
<b>GCC 25.1</b>	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.
<b>GCC 25.2</b>	NA



<b>GCC 26.1</b>	<p>The inspections and tests shall be:</p> <p>The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's facility and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items conform to the laid down specification.</p> <p>The Purchaser or its representatives (maximum 6 experts) may inspect and /or test any or all the items to confirm their conformity to the contract specification, prior to dispatch from the manufacturer's premises or place of dispatch informed by the supplier. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification. All the expenses related to such inspection including transport, fooding and accommodation shall be borne by the supplier.</p> <p>If any of the items fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective parts to the satisfaction of the purchaser/consignee.</p>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: Atmutuallyagreed location by purchaser and supplier
<b>GCC 27.1</b>	<p>The liquidated damage shall be: 0.5% of contract price per weekor part thereof.</p> <p>Note: Days consumed in pre-dispatch inspection and quality testing, storage, delays from purchaser's side etc. shall be deducted from total days of delivery and installation to calculate total days consumed for supply and installation.</p>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be10% of the contract price.
<b>GCC 28</b>	In GCC 28.3, the following is deleted: 'from the port or place of loading in the country of origin'
<b>GCC 28.3</b>	<p>TheperiodofvalidityoftheComprehensiveWarrantyshallbe: 01 year.</p> <p>The warranty shall start immediately after the commissioning of the equipment.</p> <p>ForpurposesoftheWarranty,theplace(s)offinaldestination(s)shallbe: <i>UttarakhandFire&amp;EmergencyServices,Dehradun.</i></p>
<b>GCC 28.5 &amp; 28.6</b>	The period for repair or replacement shall be: 15 days.
<b>GCC 31.1</b>	This clause will apply only to variations in Sales tax/ Octroi etc. payable in India on the final product which is being supplied and not for variations in tax on the individual components/ raw materials which go into the product.

<b>GCC 33.4</b>	Provisions related to Value Engineering do not apply.
<b>GCC 37.1</b>	Deleted.

## Attachment: Price Adjustment Formula (NA)

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

### 15.1

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[ a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right] - P_0$$

$$a + b + c = 1$$

in which:

$P_1$  = adjustment amount payable to the Supplier.

$P_0$  = Contract Price (base price).

$a$  = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

$b$  = estimated percentage of labor component in the Contract Price.

$c$  = estimated percentage of material component in the Contract Price.

$L_0, L_1$  = \*labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

$M_0, M_1$  = \*material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidders shall indicate the source of the indices and the base date indices in its Bid.

The coefficients  $a$ ,  $b$ , and  $c$  as specified by the Purchaser are as follows:

$a = [\text{insert value of coefficient}]$

$b = [\text{insert value of coefficient}]$

$c = [\text{insert value of coefficient}]$

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment =  $[\text{insert number of weeks}]$  weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustments shall be allowed beyond the original delivery dates. As a rule, no price adjustments shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price  $P_0$  is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be:  $Z_0/Z_1$ , where,
- $Z_0$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price  $P_0$  on the Base date, and
- $Z_1$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price  $P_0$  on the Date of Adjustment.
- (c) No price adjustments shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

# SectionX-ContractForms

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## Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

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

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

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

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X - Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

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

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

BETWEEN

(1)

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

(2)

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

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

The Purchaser and the Supplier agree as follows:

1.

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

2.

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

- (a) the Letter of Acceptance
- (b) Letter of Bid- Technical Part
- (c) Letter of Bid- Financial Part and original completed Schedules including Price Schedules
- (d) the Addenda Nos. \_\_\_\_ (if any)
- (e) Special Conditions of Contract
- (f) General Conditions of Contract
- (g) the Specification (including Schedule of Requirements and Technical Specifications)
- (h) Joint Venture Agreement [for JVs if permitted]

(i) any other document listed in GCC as forming part of the Contract

3.

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

4.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India 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 appropriated designation]*

in the presence of *[insert identification of official witness – name, signature, address, date]*

**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 appropriated designation]*

in the presence of *[insert identification of official witness - name, signature, address, date]*



## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Purchaser]*

\_\_\_\_\_ *[address of Purchaser]*

WHEREAS \_\_\_\_\_ *[name and address of Supplier<sup>11</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>12</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

<sup>11</sup>*In the case of a JV, insert the name of the Joint Venture*

<sup>12</sup>*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 45 days following the Completion date of the Contract including any warranty obligations<sup>13</sup>, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>13</sup> Completion date as described in GC Clause 18.4

**Advance Payment Security**  
**Demand Guarantee**  
*[Guarantor letterhead or SWIFT identifier code]*

Advance Payment Guarantee No.....*[insert guarantee reference number]*  
 Date.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Purchaser]*  
 \_\_\_\_\_ *[address of Purchaser]*  
 \_\_\_\_\_ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Supplier<sup>14</sup>]* (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ - \_\_\_\_\_ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>15</sup>]* \_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ *[name of Purchaser]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

<sup>14</sup>In the case of a JV, insert the name of the Joint Venture

<sup>15</sup>An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ *[name of Purchaser]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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

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