



**Office of Development Commissioner (MSME),
Ministry of Micro Small and Medium Enterprises,
Government of India**

NATIONAL COMPETITIVE BIDDING

**FOR THE PROCUREMENT OF TESTING AND
CALIBRATION EQUIPMENT REQUIRED FOR IDEMI,
MUMBAI CONSISTING OF 17 LOTS**

BID REFERENCE	21/TCSP/GOODS/P2/2015/TR (TC Package - 2)
LAST DATE AND TIME FOR RECEIPT OF BIDS	1500hrs of 30th April 2015
TIME AND DATE OF OPENING OF BIDS	1530hrs of 30th April 2015
PLACE OF OPENING OF BIDS	Office of Development Commissioner, Micro Small and Medium Enterprises (MSME), Committee Room, A Wing, 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi 110108
ADDRESS FOR COMMUNICATION	Director (Tool Room), O/o DC MSME Room No 723 (A), A Wing,, 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi – 110108 Tel: +91 11 23062561; Fax: +91 11 23061068 E mail: tcsp@dcmsme.gov.in

INVITATION FOR BIDS – IFB no. 21/TCSP/GOODS/P2/2015/TR (TC Package - 2)

Invitation for Bids (NCB)

Country : India

Name of Project : Technology Centre Systems Programme (TCSP)

Name of Goods : Testing and Calibration Equipment

NCB No : 21/TCSP/GOODS/P2/2015/TR (TC Package - 2)

1. The Government of India has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called “loan”) towards the cost of Technology Centre Systems Programme (TCSP). The Office of the Development Commissioner (MSME), Ministry of MSME, implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation For Bids is issued.
2. The Development Commissioner (MSME), Ministry of Micro, Small and Medium Enterprises, Government of India (Purchaser) now invites sealed bids from eligible and qualified bidders for Procurement of Testing and Calibration Equipment required for IDEMI, Mumbai consisting of 17 lots in the quantity as per Schedule of Requirement to the consignees as mentioned in the bid data sheet (BDS).
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the World Bank’s *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011*. The bidding is open to all eligible bidders from Eligible Source Countries as defined in the Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank’s policy on conflict of interest.
4. Interested eligible bidders may obtain further information from and inspect the bidding documents during office hours from 31st March, 2015 to 20th April, 2015 at the address given at the end of this IFB. The bidders can also download the bid document from Ministry website www.dcmsme.gov.in/tcsp.html free of cost. The bidders shall be solely responsible for checking the website for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.
5. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on 21st April, 2015 at 1500hrs (IST) at the address mentioned in clause 7.2 of ITB data sheet.. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders. In case the bidder deputed an agent to attend the pre-bid meeting, the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent will be shared with the Purchaser in advance. If this condition is not

complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agent does not work simultaneously for another competing bidder.

6. Bids must be delivered to the address given under point (9) before 1500hrs (IST) on 30th April 2015. All bids must be accompanied by a bid security of the amount as specified in the Annexure A to Bid Data Sheet. Late bids will be rejected.
7. Bids will be opened in the presence of the designated representatives, who choose to attend at the address below at 1530 Hrs (IST) on 30th April, 2015.

Office of Development Commissioner,
Micro Small and Medium Enterprises (MSME),
Committee Room, A Wing, 7th Floor, Nirman Bhawan,
Maulana Azad Road,
New Delhi 110108

8. In the event of the date specified for bid receipt and opening being declared as a holiday for the purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

9. The address for Bid Submission:

The Director (Tool Room), O/o DC MSME
Room No 723 (A), A Wing,
7th Floor, Nirman Bhawan,
Maulana Azad Road, New Delhi – 110108
Tel: +91 11 23062561;
Fax: +91 11 23061068
E mail: tcsp@dcmsme.gov.in

TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES	5
SECTION I - INSTRUCTIONS TO BIDDERS [ITB]	6
SECTION II - BIDDING DATA SHEET	32
SECTION III. EVALUATION AND QUALIFICATION CRITERIA	40
SECTION IV – BIDDING FORMS	44
SECTION V. – ELIGIBLE COUNTRIES	58
SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES	59
PART 2 - SUPPLY REQUIREMENTS	62
SECTION VII – SCHEDULE OF REQUIREMENTS	63
PART 3 – CONTRACT.....	127
SECTION VIII – GENERAL CONDITIONS OF CONTRACT	128
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....	149
SECTION X – CONTRACT FORMS.....	160

PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

Table of Contents

A. GENERAL	9
1. SCOPE OF BID	9
2. SOURCE OF FUNDS	9
3. CORRUPT & FRAUDULENT PRACTICES	9
4. ELIGIBLE BIDDERS	10
5. ELIGIBLE GOODS AND RELATED SERVICES	12
B. CONTENTS OF BIDDING DOCUMENT	12
6. SECTIONS OF BIDDING DOCUMENTS	12
7. CLARIFICATION OF BIDDING DOCUMENTS	13
8. AMENDMENT OF BIDDING DOCUMENTS	14
C. PREPARATION OF BIDS	14
9. COST OF BIDDING	14
10. LANGUAGE OF BID	14
11. DOCUMENTS COMPRISING THE BID	14
12. LETTER OF BID AND PRICE SCHEDULES	15
13. ALTERNATIVE BIDS	15
14. BID PRICES AND DISCOUNTS	15
15. CURRENCIES OF BID & PAYMENT	17
16. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND CONFORMITY OF THE GOODS AND RELATED SERVICES	17
17. DOCUMENTS ESTABLISHING THE ELIGIBILITY & QUALIFICATIONS OF THE BIDDER	18
18. PERIOD OF VALIDITY OF BIDS	19
19. BID SECURITY	20
20. FORMAT AND SIGNING OF BID	21
D. SUBMISSION AND OPENING OF BIDS	22
21. SEALING AND MARKING OF BIDS	22
22. DEADLINE FOR SUBMISSION OF BIDS	22
23. LATE BIDS	23
24. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS	23
25. BID OPENING	23
E. EVALUATION AND COMPARISON OF BIDS	25
26. CONFIDENTIALITY	25
27. CLARIFICATION OF BIDS	25
28. DEVIATIONS, RESERVATIONS, OMISSIONS	25
29. DETERMINATION OF RESPONSIVENESS	26
30. NONCONFORMITIES, ERRORS, AND OMISSIONS	27
31. CORRECTION OF ARITHMETICAL ERRORS	27
32. CONVERSION TO SINGLE CURRENCY	28
33. MARGIN OF DOMESTIC PREFERENCE	28

Section I Instruction to Bidder

34	EVALUATION OF BIDS	28
35	COMPARISON OF BIDS.....	29
36	QUALIFICATION OF THE BIDDER	29
37	PURCHASER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS.....	29
F. AWARD OF CONTRACT		29
38	AWARD CRITERIA	30
39	PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD	30
40	NOTIFICATION OF AWARD	30
PUBLICATION OF AWARD.....		30
RECOURSE TO UNSUCCESSFUL BIDDERS.....		30
41	SIGNING OF CONTRACT.....	31
42	PERFORMANCE SECURITY	31

Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name and identification number of lots (contracts) of this National Competitive Bidding (NCB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Government of India (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in BDS** toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.
3. **Corrupt & Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

Section I Instruction to Bidder

- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.
- 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. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of

Section I Instruction to Bidder

such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

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

Section I Instruction to Bidder

- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

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

B. Contents of Bidding Document

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)

Section I Instruction to Bidder

- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

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

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB

Section I Instruction to Bidder

Clause 8 and ITB Sub-Clause 22.2.

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|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8. Amendment of Bidding Documents | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. |
| | 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser in accordance with ITB clause 6.3 The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1. . |
| | 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 Sub-Clause 22.2 |

C. Preparation of Bids

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|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. 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 language, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | 11.1 The Bid shall comprise the following: <ul style="list-style-type: none">(a) Letter of Bid , in accordance with ITB Clause 12;(b) Completed schedules, in accordance with ITB 12 and 14(c) Bid Security, in accordance with ITB Clause 19.1, if required;(d) Alternative bids, if permissible, in accordance with ITB 13;(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;(f) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;(g) documentary evidence in accordance with ITB 17 establishing |

Section I Instruction to Bidder

the Bidders eligibility to bid;

- (h) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB Clauses 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) Manufacturer's authorization form; and
- (k) any other document **required in the BDS**.

11.2 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid

12. Letter of Bid and Price Schedules

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid 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, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Letter of Bid in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall

Section I Instruction to Bidder

not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**
- 14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (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 vat, 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**

Section I Instruction to Bidder

BDS.

- (b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (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 non responsive and hence liable to rejection.

15. Currencies of Bid& Payment

- 15.1 The Bidder shall quote the Price in Indian Rupees only.

16. Documents Establishing the Eligibility and conformity of the Goods and Related Services

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

Section I Instruction to Bidder

- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.
- 17. Documents Establishing the Eligibility & Qualifications of the Bidder**
- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification
 - (b) (i) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that

Section I Instruction to Bidder

it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(ii) 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.

(iii) that, if **required in the BDS**, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

(c) Bids from Joint Ventures are not acceptable

18 Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.

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

(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS** for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.

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

(c) In any case, bid evaluation shall be based on the bid Price

Section I Instruction to Bidder

without taking into consideration the applicable correction from those indicated above.

- 19 Bid Security**
- 19.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 19.2 Not used
- 19.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Indian Rupees or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India.
 - (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2;
- 19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security
- 19.7 The Bid Security may be forfeited :
- (a) if a Bidder
 - (i) withdraws its bid during the period of bid validity

Section I Instruction to Bidder

specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2;

or

- (ii) does not accept the correction of errors in pursuant to ITB 31,

or,

- (b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB Clause 41; or
- (ii) furnish a Performance Security in accordance with ITB Clause 42.

19.8 Not used

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 31; or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

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

20 Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All

Section I Instruction to Bidder

pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 Not used

20.4. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21 Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- a. bear the name and address of the Bidder;
- b. be addressed to the Purchaser in accordance with ITB 22.1;
- c. bear the specific identification of this bidding process indicated in ITB 1.1; and
- d. bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

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

22 Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures as specified in the BDS.

In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as

Section I Instruction to Bidder

extended.

- 23 Late Bids** 23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24 Withdrawal, Substitution, and Modification of Bids** 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) Prepared & submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 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 or any extension thereof.
- 25 Bid Opening** 25.1 Except as in the cases specified in ITB 23 & 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 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 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be

Section I Instruction to Bidder

opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, per lot (contract) if applicable including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner specified in the BDS. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 26 Confidentiality** 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27 Clarification of Bids** 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that changes the substance of the Bid or Bidder price shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28 Deviations, Reservations, Omissions** 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

Section I Instruction to Bidder

- 29 Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (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 Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
- 29.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 29.3.2 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 (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.
- 29.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

Section I Instruction to Bidder

- 30 Nonconformities, Errors, and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- 31 Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical 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 price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; 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.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security

Section I Instruction to Bidder

may be forfeited.

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| 32 | Conversion to Single Currency | Not applicable. |
| 33 | Margin of Domestic Preference | Not applicable. |
| 34 | Evaluation of Bids | <p>34.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria listed in this Clause. No other criteria or methodology shall be permitted.</p> <p>34.2 To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none">(a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.1;(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;(d) not used(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;(f) The additional evaluation factors as specified in the BDS as per ITB 34.6 from amongst those set out in Section III, Evaluation and Qualification Criteria; <p>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.</p> <p>34.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria</p> <p>34.5 The Purchaser's evaluation of a bid will exclude and not take into account:</p> |

Section I Instruction to Bidder

- (a) In the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution 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 Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services
- 34.7 . The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 34.2 (f).
- 35 **Comparison of Bids** 35.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.
- 36 **Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37 **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

Section I Instruction to Bidder

- 38 Award Criteria** 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39 Purchaser's Right to Vary Quantities at Time of Award** 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40 Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").
- Publication of Award** 40.2 At the same time the Purchaser shall publish in a National website (GOI web site-<http://tenders.gov.in>) the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- Recourse to Unsuccessful Bidders** 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.
- 40.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 42, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5

Section I Instruction to Bidder

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| 41 Signing of Contract | <p>41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.</p> <p>41.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p> |
| 42 Performance Security | <p>42.1 Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p> |

SECTION II - BIDDING DATA SHEET

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

ITB Clause Reference	A. General
ITB 1.1	<p>The Purchaser is: <i>The Development Commissioner (MSME), Ministry of Micro Small Medium Enterprises, Government of India</i></p> <p>The name and identification number of the NCB :</p> <p>Procurement of Testing and Calibration equipment for IDEMI, Mumbai, consisting of 17 lots.</p> <p>NCB identification number <i>21/TCSP/GOODS//P2/2015/TR (TC Package - 2)</i></p> <p>The number, identification and names of the lots (contracts) comprising this NCB are: <i>Lot 1, Lot 2, Lot 3,.....Lot 17</i></p>
ITB 2.1	<p>The Borrower is Government of India</p> <p>Loan Agreement Amount: US\$ 200 million</p>
ITB 2.1	<p>The name of the Project is: TECHNOLOGY CENTRE SYSTEMS PROGRAMME (TCSP)</p>
ITB 4.4	<p>A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr</p>

B. Contents of Bidding Documents	
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>The contact information for requesting clarifications is: Attention: The Director (Tool Room), O/o DC MSME Address: Room No 723 (A), A Wing, 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi – 110108 Tel: +91 11 23062561; Fax: +91 11 23061068 E mail: tcsp@dcmsme.gov.in Web Page: www.dcmsme.gov.in/tcsp.html</p>
ITB 7.2	<p>Add the following as clause 7.2:</p> <p>Pre Bid meeting: - The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below: - Date: 21st April, 2015 Time: 1500 hrs (IST)</p> <p>Address: Office of Development Commissioner, Micro, Small & Medium Enterprise (MSME), Committee Room , A Wing, 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi – 110108 Tel: +91 11 23062561; Fax: +91 11 23061068 E mail: tcsp@dcmsme.gov.in Web Page: www.dcmsme.gov.in/tcsp.html</p> <p>Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder. The person attending the pre bid conference should have valid authorization from the authorized signatory of the prospective bidder. The prospective Bidders shall intimate the name of representative(s) (not more than 2 from one organization) to the above e-mail ID latest by 1000 hrs on 21st April, 2015 for facilitating entry passes in Nirman Bhawan.</p>
C. Preparation of Bids	
ITB 11.1(k)	<p>In addition to the documents stated in Paragraphs 11.1 (a) through (j) of ITB, the Bidder shall submit the following additional documents in its bid:</p>

Section II Bidding Data Sheet

	Certification of incorporation of the company of the bidder and/or manufacturer.
ITB 13.1	Alternative Bids <i>shall not be</i> considered. The bidder should not submit more than one bid for any Lot.
ITB 14.2(a)	Add the following as clause 14.2 (a): Bidders shall quote for the complete requirements of goods and services specified under Schedule of requirement on a single responsibility basis for each Lot(s) bidder proposes to supply, failing which such bids will not be taken in to account for evaluation and will not be considered for award.
ITB 14.4	Conditional Discounts shall not be taken into account for the purpose of evaluation of Bids. However, any unconditional discount offered shall be taken for the purpose of evaluation. Conditional discounts shall be used for the purpose of placement of contract in case Bidder is otherwise qualifying during the evaluation.
ITB 14.5	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITB 14.6	Bids are being invited for individual lots and any discounts offered for award of more than one Lot shall not be taken into account for evaluation of bids.
ITB 14.7	The Incoterms edition is: <i>"Incoterms 2010" or latest.</i>
ITB 14.8 (a) (iii)	"Final destination (Project Site)": <i>Institute for Design of Electrical Measuring Instruments, Swatantraveer Tatya Tope Marg, Chunabhatti, Sion, Mumbai – 400 022, INDIA</i> The prices should include unloading at the final destination site.
ITB 16.2	To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish compliance statement to the technical specifications.
ITB 16.3	A deviation statement indicating any non-compliance of the offered product with reference to the technical specification shall be submitted. In case there is no deviation, 'Nil' deviation statement shall be submitted.
ITB 16.4	i). The bidder shall furnish the list of spare parts, special tools with quantities, current prices, and full particulars of the available sources for proper and continuous functioning of the equipment including after sale service (with full address of service provider and ensure its availability) for a period of five years post warranty. (ii) Bidder should indicate their Annual Maintenance Cost of the offered equipment including necessary consumables and spares post warranty period.

Section II Bidding Data Sheet

	This cost, however, shall not form part of evaluation.
ITB 17.2 (b) (i)	<p>Manufacturer's authorization is: <i>required as per proforma in Section IV.</i></p> <p>Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive.</p>
ITB 17.2 (b)iii	<p>After sales service is <i>required</i></p> <p>Details of Representative/Agent who will be responsible for carrying out supplier's maintenance, repair and spare part stocking obligations shall be furnished.</p>
ITB 18.1	The bid validity period shall be 90 days from the date of bid closing.
ITB 18.3(a)	Not applicable
ITB 19.1	Each bid will be accompanied by the bid security .
ITB 19.3	<p>The amount of the Bid Security shall be: <i>in Indian Rupees</i></p> <p>The amount of bid security is required for each Lot as per amounts indicated against each lot in Annexure A provided at the end of Bid Data Sheet.</p> <p>Bidders have the option of submitting one bid security for the combined total amount of the lots for which bids have been submitted. However, if the amount of bid security is less than the total required amount, the Purchaser will determine for which lot or lots, the bid security amount shall be applied.</p> <p>Bid security can be furnished by way of bank demand draft from Nationalized bank/scheduled commercial bank in India payable in favor of PAO (MSME) payable at New Delhi.</p> <p>In lieu of Bank draft bidder can furnish a Bank Guarantee (As per Format of Bank Guarantee included in Section IV) of equal amount which shall remain valid for a period of 45 days beyond the validity period of Bids (135 days from bid opening date or extended bid opening date), as extended, if applicable.</p> <p>Please provide contact details of the issuing bank (fax, email and contact number) for the purpose of verifying the authenticity of the bid security.</p>
ITB 19.9	Deleted
ITB 20.1	<p>In addition to the original of the bid , the number of copies is :</p> <p>Four hard copies and 1 soft copy in CD.</p>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall

Section II Bidding Data Sheet

	<p>consist of:</p> <p>“A copy of the Power of Attorney” confirming the signature as a person duly authorized to sign on behalf of the bidder should be attached with the bid.”</p> <p>Each and every page of the entire bid document should be numbered serially and need to be signed and stamped by the authorized signatory.</p>
	<p align="center">D. Submission and Opening of Bids</p>
ITB 21.2	<p>The inner envelopes containing separately the ORIGINAL and COPIES should be inserted in outer envelope. All envelopes shall bear the following identification marks in addition to (a) to (d)</p> <p><u>PROCUREMENT OF TESTING AND CALIBRATION EQUIPMENT REQUIRED FOR IDEMI, MUMBAI (NCB)</u></p> <p>– Lot 1, Lot 2,Lot 17 as applicable</p>
ITB 22.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>The Director (Tool Room), Office of Development Commissioner, Micro, Small & Medium Enterprise (MSME), Address: Room No 723 (A), A Wing, 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi – 110108</p> <p>Tel: +91 11 23062561; Fax: +91 11 23061068</p> <p>E mail: tcsp@dcmsme.gov.in</p> <p>The deadline for the submission of bids is:</p> <p>Date: 30th April, 2015</p> <p>Time: 1500 Hrs (IST)</p>
ITB 22.1	<p>Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Office of Development Commissioner, Micro, Small & Medium Enterprise (MSME), Committee Room, A Wing, 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi – 110108</p> <p>Tel: +91 11 23062561; Fax: +91 11 23061068</p>

Section II Bidding Data Sheet

	<p>The opening of bids shall be as per below specified date and time:</p> <p>Date: 30th April, 2015</p> <p>Time: 1530 Hrs (IST)</p>
ITB 25.1	Electronic bid opening is not applicable
ITB 25.3	<p>The Letter of Bid and Price Schedules shall be initialed by atleast 2 representatives of the Purchaser conducting Bid opening.</p> <p>Each Bid shall be numbered, and following shall be read out</p> <ol style="list-style-type: none"> 1. Name of the bidder 2. Whether there is any modification to the unit price. 3. Bid Price for each Lot offered. 4. Presence or absence of bid security and its amount
	E. Evaluation and Comparison of Bids
ITB 34.2(a)	<p>Evaluation will be done for each Lot separately.</p> <p>Note:</p> <p>Bids will be evaluated lot by lot. Bidder should quote for the complete requirement of goods including essential accessories and services specified in technical specification of each Lot and as specified in ITB clause 14.6, failing which such bids will be treated as non-responsive. The cost of optional accessories shall not be taken into account for evaluation purpose though bidders are required to quote for optional accessories in the price schedule.</p>
ITB 34.4	Bidders shall quote separate prices for each offered Lot.
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ol style="list-style-type: none"> (a) Deviation in Delivery schedule: Yes Adjustment as referred to in paragraph 1(a) of Section III will be applied to the bid price for bids offering delivery beyond the delivery period (specified in Section VII - Schedule of Requirements) @ 0.5% per week or part of week. No credit will be given to deliveries before the delivery period and bids offering delivery beyond 18 weeks will be treated as non-responsive. (b) Deviation in payment schedule: Not Applicable (c) the cost of major replacement components, mandatory spare parts, and service: Not Applicable (d). Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid: Yes

Section II Bidding Data Sheet

	<p>If the Bidder quotes separately for setting up of the above services then this cost will be added for evaluation purpose.</p> <p>(e) The projected operating and maintenance costs during the life of the equipment. <i>Not Applicable</i></p> <p>(f) The performance and productivity of the equipment offered. <i>Not Applicable</i></p> <p>(Methodology is mentioned in Evaluation criteria, Section III)</p>
	<p>F. Award of Contract</p>
ITB 39.1	Not Applicable

Annexure A

Refer to the ITB 19.3

Lot No.	Testing & Calibration Equipment	Amount of Bid Security (In INR)
Safety Testing Laboratory		
1	Radiation meter	8000
2	Gas Detector	2000
3	Horizontal And Vertical Flame Chamber	60000
4	Heat Deflection temperature Test Set	60000
5	Needle Flame test Chamber	40000
6	Pink Noise Generator	10000
7	Digital Temperature Data Logger	10000
8	Winding resistance Meter	20000
9	Digital Storage Oscilloscope	30000
10	Electronic Load	50000
11	Oven	4000
12	Cord Anchorage Test Set	5000
Ingress Protection Test		
13	Ingress of Water Test System	40000
14	Environmental Chamber	120000
15	Thermal Shock Chamber	100000
16	Bump/Shock Test System	100000
Safety Calibration & Testing Laboratory		
17	AC DC High Current Source	40000

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

Contents

1. Evaluation Criteria (ITB 34)
2. Multiple Contracts (ITB 34.4)
3. Qualification Requirements (ITB 36)

Section III Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

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

The Goods specified in the List of Goods are required to be delivered within the delivery period specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the delivery period, and bids offering delivery beyond 18 weeks shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the delivery period specified in Section VII, Schedule of requirements.

- b. Deviation in payment schedule: **Not Applicable**

Deviation in the payment schedule indicated in SCC 16.1 clause is not applicable.

- c. Cost of major replacement components, mandatory spare parts, and service.: **Not applicable**

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

If the Bidder quotes separately for setting up of the above services then this cost will be added for evaluation purpose.

- e. The projected operating and maintenance costs during the life of the equipment. **Not Applicable**

- f. The performance and productivity of the equipment offered. **Not Applicable**

2. Multiple Contracts (ITB 34.4)

The Purchaser shall award contracts to the Bidder that offers the lowest evaluated bid for the lot(s) the bidder proposes to supply and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements).

The Purchaser shall evaluate only lots or contracts that include full quantity of items per lot and full quantities per item as specified in ITB sub-clause 14.6

The Purchaser shall take into account the lowest-evaluated bid for each Lot.

Conditional discounts as well as any discounts offered for lot combination shall not be taken into account for the purpose of evaluation of bids but shall be availed for the purpose of award of contract, in case the bidder is otherwise qualifying during the evaluation.

Section III Evaluation and Qualification Criteria

3. Post-qualification Requirements (ITB 36.1)

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

- (i) The bidder shall be a manufacturer, who has designed, manufactured, supplied, erected, commissioned the equipment of similar type & capacity of at least three (3) times the quantity indicated against the lot in the Schedule of Requirements, (which the bidder proposes to supply), during the last three years. A quantity of at least three (3) times the quantity of the product offered for supply should be in successful operation at least for one (1) year on the date of bid opening. Further, the bidder should be in continuous business of manufacturing products similar to that specified in the Schedule of Requirements during the last three years prior to bid opening.
- (ii) Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirements in full, can also be considered provided the manufacturer furnishes a legally enforceable authorization in the prescribed form (Manufacturer's Authorization Certificate in the format given in Section IV Bidding Forms - 6), assuring full guarantee and warrantee obligations as per GCC and SCC, and
- (iii) the bidder (manufacturer/authorized representative), has supplied, installed and satisfactorily commissioned and provided after sales service for at least three (3) times the quantity of similar product as specified in the Schedule of Requirements in any one of the last two years, which must be in satisfactory operation for at least one (1) years on the date of bid opening.
- (iv) Bidder shall furnish the information of past supplies and satisfactory performance in the Performa for Performance Statement given under Section IV separately for each Lot which the Bidder proposes to supply. Also, the information supplied in the performance statement should be complete to show that the bidder meets the qualifying requirements as stated above at (i) to (iii) above.
- (v) Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily, before deciding the award.

Section III Evaluation and Qualification Criteria

Additional Qualification requirements:

The bidder shall provide an undertaking duly signed by person by whom letter of authority has been submitted that:-

- i. The proprietor/promoter/director of the firm or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
- ii. The firm employs an ex/on leave-government servant, the person should not have been involved/suspended/ dismissed or removed on account of corruption.
- iii. Details of Persons that Purchaser may contact for requests for clarification during bid evaluation, if necessary:
 - Name:
 - Tel number (direct):
 - Email address:
- iv. The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. For Bank Guarantee issued by Banks from outside India the details of the correspondent Bank in India shall be furnished in addition to the details of the Bank issuing the Bank Guarantee.

SECTION IV – BIDDING FORMS

Table of Forms

1. Letter of Bid.....	45
2. BIDDER Information Form.....	48
3. PRICE Schedule For Supply as per Schedule of Requirements.....	50
4. PRICE and Completion Schedule - Related Services.....	51
5. Form of Bid Security	52
6. Manufacturer's Authorization	54
7. DECLARATION for Claiming Excise Duty Exemption	55
8. Performa FOR PERFORMANCE Statement	56
9. CHECKLIST	57

1. LETTER OF BID

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

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

No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

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

Invitation for Bid No.: *[insert No of IFB]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

In case of multiple lots, total price of each lot for which the bid is being submitted *[insert the total price of each lot in words and figures]*;

In case of multiple lots, total price of all lots (sum of all lots) for which the bid is being submitted *[insert the total price of all lots in words and figures]*;

Section IV Bidding Forms

- (f) 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];Discounts.
- (g) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (l) The following commissions, gratuities, or fees have been paid or are to be paid 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.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

¹ Bidder to use as appropriate

Section IV Bidding Forms

- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption..
- (p) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

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

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

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

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

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

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

2. BIDDER INFORMATION FORM

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

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

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

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. 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>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5. <input type="checkbox"/> Included are the organizational chart ,a list of Board of Directors, and the beneficial ownership

Price Schedule Forms

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

Section IV Bidding Forms

3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Lot No. (to be taken from schedule of Requirement section VII) _____ Date: _____ NCB No: _____ Alternative No: _____ Page No _____ of _____ Item Code: (to be taken from schedule of Requirement section VII) _____								
1	2	3	4	5	6	7	8	9
Sr. No	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, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii))	Sales, vat, and other taxes payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
	[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]
1*								
2**								

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

Note: A). Bidder shall fill separate price schedule for each Lot.

B). *Bidder shall include full description of main equipment and essential accessories and indicate the quantity and the cost accordingly.

C). ** Bidder shall include description of optional accessories and indicate the quantity and the cost accordingly.

D). Cost of optional accessories shall not be taken into account for evaluation purpose and should also not to be included in the total price of the bidder.

Section IV Bidding Forms

4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

Lot No (to be taken from schedule of req. section VII)		Date: _____		NCB No: _____		Alternative No: _____		Page N° of _____	
1	2	3	4	5	6	7			
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)			
1	On-site assembly/installation & commissioning and start-up of the supplied Goods								
2	Furnishing of tools required for assembly/installation & commissioning and maintenance of the supplied Goods								
3	Furnishing of detailed operations and maintenance manual (2 hard & 1 soft copy on CD) for each appropriate unit of supplied Goods								
4	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 as stipulated in the technical specification								
						Total Price for the above services			

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

Note: Bidder shall fill separate Form (Price and Completion Schedule - Related Services) for each offered Lot.

5. FORM OF BID SECURITY

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *The Development Commissioner (MSME), Ministry of MSME, Government of India, New Delhi*

IFB No.: 21/TCSP/GOODS/P2/2015/TR (TC Package - 2)

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

Section IV Bidding Forms

the Applicant of the results of the bidding process; or (ii) forty five days after the end of the Bid Validity Period.

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

[Signature(s)]

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

6. 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 legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

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

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 against the above IFB.

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 against this IFB.

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 IFB.

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.

7. DECLARATION FOR CLAIMING EXCISE DUTY EXEMPTION

(Name of the Project)

Bid 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 and address)

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.*

8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years - year wise for each Lot separately)

NCB No. _____

Lot No.: _____

Name of the Firm _____

<u>Order placed by (full address of Purchaser) and contact details (e-mail and phone no.)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning to the satisfaction of purchaser?</u>	<u>After sales service available/provided for the supplied equipment</u>
				As per contract	Actual			
1	2	3	4	5	6	7	8	9

Signature and seal of the Bidder _____

Section IV Bidding Forms

9. CHECKLIST

S.N o.	Activity	Yes/No/N A	Page No. in the Bid
1	All the pages of the bid should be Serial Numbered & signed/initialled		
2	Letter of Bid		
3	Bidder information form		
4	Price Schedule form, for each lot separately as applicable, for supply as per Schedule of Requirements		
5	Price and Completion Schedule – Related Services		
6	List of Goods and Delivery Schedule duly indicating the Bidders offered delivery period as per attached form in Section VII		
7	Bid Security in the form of <i>Bank Guarantee as per format provided in Bidding forms (Section IV) or Demand Draft issued by Nationalised/Commercial Bank</i>		
8	Contact details of the issuing bank for the purpose of verifying the authenticity of the bid security (contact number, fax, and email)		
9	Manufacturer Authorization for Non-manufacturing bidder's as per form specified in section IV		
10	Declaration for claiming Excise Duty Exemption as per form specified in section IV		
11	Performance Statement for each Lot quoted as per form specified in section IV along with copies of purchase orders/contracts.		
12	Certificate of Incorporation		
13	Power of Attorney in favour of the authorized signatory		
14	List of spares, special tools, with quantities and current prices and full particulars of available sources required for continuous functioning of equipment including after sales service (with full address of service provider) for a period of 5 years post warranty.		
15	Annual maintenance cost for the offered equipment including necessary consumables and spares (with the list) post warranty period		
16	An undertaking duly signed by the authorized signatory as required under additional qualification requirement included in Section III Evaluation and Qualification Criteria.		
17	Filled in technical specification/ of the offered Lot(s) as specified under technical specification of section VII.		

Note:

- Checklist has to be the first page of the bid document.
- Bidder should furnish any additional information required as per the bid document and should be included in its Bid.

Section V – Eligible Countries

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

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

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

Under ITB 4.7(a) and 5.1: None
Under ITB 4.7(b) and 5.1: None

SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.² In pursuance of this policy, the Bank:

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;³
- ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁴
- (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;⁵
- (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;⁶

² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section VI Bank Policy – Corrupt and Fraudulent Practices

- (v) "obstructive practice" is:
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁸ such contractor, consultant, supplier or service provider of an otherwise eligible firm being awarded a Bank financed contract;

⁶ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Section VI Bank Policy – Corrupt and Fraudulent Practices

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

Section VII – Schedule of Requirements

PART 2 - SUPPLY REQUIREMENTS

SECTION VII – SCHEDULE OF REQUIREMENTS

1. LIST OF GOODS AND DELIVERY SCHEDULE	64
2. LIST OF RELATED SERVICES [ITB CLAUSE 14.8(B)] AND COMPLETION SCHEDULE	66
3. TECHNICAL SPECIFICATIONS	67
4. DRAWINGS	123
5. INSPECTIONS AND TESTS	124
6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS	125

Section VII – Schedule of Requirements

1. List of Goods and Delivery Schedule

Final (Site) Destination as specified in BDS: ITB 14.8 (a)(iii)
 Consignee: The Principal Director, *Institute for Design of Electrical Measuring Instruments, Swatantraveer Taty Tope Marg, Chunarhatti, Sion, Mumbai – 400 022, INDIA*

Lot No.	Description of Goods	Item Code	Quantity	Physical unit	Delivery (as per Incoterms) Period	
					Delivery period from the date of Award of Contract	Bidder's Offered Delivery Period (Weeks)
Safety Testing Laboratory						
1	Radiation meter	MUM/P/001	1	No.	Within 12 Weeks	
2	Gas Detector	MUM/P/002	1	No.	Within 12 Weeks	
3	Horizontal And Vertical Flame Chamber	MUM/P/003	1	No.	Within 16 Weeks	
4	Heat Deflection temperature Test Set	MUM/P/004	1	No.	Within 16 Weeks	
5	Needle Flame test Chamber	MUM/P/005	1	No.	Within 12 Weeks	
6	Pink Noise Generator	MUM/P/006	1	No.	Within 12 Weeks	
7	Digital Temperature Data Logger	MUM/P/007	1	No.	Within 12 Weeks	
8	Winding resistance Meter	MUM/P/008	1	No.	Within 12 Weeks	
9	Digital Storage Oscilloscope	MUM/P/009	1	No.	Within 12 Weeks	
10	Electronic Load	MUM/P/010	1	No.	Within 12 Weeks	
11	Oven	MUM/P/011	1	No.	Within 12 Weeks	
12	Cord Anchorage Test Set	MUM/P/012	1	No.	Within 12 Weeks	
Ingress Protection Test						
13	Ingress of Water Test System	MUM/P/014	1	No.	Within 16 Weeks	
14	Environmental Chamber	MUM/P/015	2	Nos.	Within 16 Weeks	
15	Thermal Shock Chamber	MUM/P/016	1	No.	Within 16 Weeks	
16	Shock/Bump Test System	MUM/P/017	1	No.	Within 16 Weeks	
Safety Calibration & Testing Laboratory						
17	AC DC High Current Source	MUM/P/024	1	No.	Within 12 Weeks	

Section VII – Schedule of Requirements

Notes for Table 1. List of Goods and Delivery Schedule.

Offered Delivery period beyond the above mentioned delivery requirement for each Lot shall be acceptable upto a maximum delivery period of 18 weeks for each Lot subject to adjustment of Bid Price as mentioned in Bid Data Sheet ITB 34.6. Offers with the delivery period beyond 18 weeks shall be treated non responsive.

2. LIST OF RELATED SERVICES [ITB CLAUSE 14.8(B)] AND COMPLETION SCHEDULE

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	<i>On-site assembly/installation & commissioning and start-up of the supplied Goods</i>				2-4 weeks from the date of delivery of equipment at site
2	<i>Furnishing of tools required for assembly/installation & commissioning and maintenance of the supplied Goods</i>				
3	<i>Furnishing of detailed operations and maintenance manual (2 hard & 1 soft copy on CD) for each appropriate unit of supplied Goods</i>				
4	<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 as stipulated in the technical specification</i>				

3. TECHNICAL SPECIFICATIONS

Lot No. 1: RADIATION METER MUM/P/001N

The radiation meter shall be state-of-the-art ion chamber survey meter, a handheld battery operated unit designed for use in both rugged and normal environments. The radiation meter shall be a pressurized ion chamber. The radiation meter shall be auto-ranging and measure radiation rate and accumulated dose from various radiation sources (x-ray and gamma). The ion chamber detector allows for a fast response time to radiation from leakage, scatter beams, and pinholes.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/con firmation	Remarks
1.				
1.	Standard	Suitable for measurement as per Annexure H of IEC 60950-1		
2.	Radiation detected	Alpha, Beta, Gamma Minimum		
3.	Dose rate	0 μ R/h to 500 μ R/h or more		
4.	Accuracy	Within 10 % of reading		
5.	Type	Ionizing chamber type		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system.		

Section VII – Schedule of Requirements

		Optional accessories if any shall be quoted separately.		
B.	Power supply	Battery operated. Specification to be provided.		
C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives. Supplier shall attach the certificate.		
E.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
F.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		

Section VII – Schedule of Requirements

Lot No. 2: GAS DETECTOR
MUM/P/002N

The portable gas detector shall monitor different gases in PPM, %LEL or % vol.
The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.		Oxygen (O ₂),		
		carbon monoxide (CO),		
		Hydrogen Sulphide (H ₂ S),		
		Ammonia (NH ₃),		
		methane (CH ₄),		
2.	Accuracy	± 10 % reading or better		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/ equipments shall be designed for operation with the following voltages; 1Φ – 240 VAC ± 10%, 50 Hz Or battery operated		

Section VII – Schedule of Requirements

C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives. Supplier shall attach the certificate.		
E.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
F.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
G.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 3: HORIZONTAL AND VERTICAL FLAME CHAMBER
MUM/P/003N

The horizontal and vertical flame chamber shall be able to carry out flammability testing of plastic materials used in consumer electric devices in accordance with UL 94, IEC 60695-11-10, IEC 60695-11-20.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Confirm to UL 94, IEC 60695-11-10, IEC 60695-11-20 latest edition			
2.	Laboratory fume hood	Inside volume 0.5 m ³ or more		
		Draft free		
		Sliding glass viewing window		
		Interior light		
		Evacuation system		
3.	Laboratory burner			
	Length	100 ± 10 mm		
	Inside diameter	9.5 ± 0.3 mm		
	Compliance	ASTM D5025		
4.	Burner wing tip Dimension of silt	48 ± 1 mm X 1.3 ± 0.05 mm		
5.	Burner mounting fixture	Capable of positioning the burner at an angle of 20° from the vertical axis		
6.	Ring stand	Laboratory ring stands with clamps or the equivalent, for horizontal or		

Section VII – Schedule of Requirements

		vertical positioning of the specimen and/or the wire gauze. Laboratory ring stands with clamps adjustable to the desired angles and heights, or a support gauze holder constructed from aluminium or steel, or equivalent equipment.		
7.	Timing devices	Accurate to 0.5 s or better		
8.	Measuring scale	Graduated in mm		
9.	Gas supply	A supply of technical grade methane gas (min. 98 percent pure) with regulator and meter for uniform gas flow. Gas cylinder to be provided by bidder.		
10.	Wire gauge	Having approximately 20 openings per 25 mm, made with 0.43 ± 0.03 mm diameter iron wire and cut to approximately 125 mm squares.		
11.	HB Support Fixture	A metal support fixture for testing specimens that are not self-		

Section VII – Schedule of Requirements

		supporting as per fig. 7.2 of UL 94		
12.	Micrometer	Capable of being read to 0.01 mm or better		
13.	Desiccator	A desiccator containing anhydrous calcium chloride, or other drying agent,		
14.	Specimen Mandrel Form	Made from 12.7 \pm 0.5 mm diameter rod		
15.	Tape	Pressure-Sensitive Adhesive.		
16.	Support-Gauze	A wire cloth of plain weave, low carbon, plain steel or stainless steel, approximately 215 mm long by 75 mm wide. The cloth meshes and wire diameter are to be determined as described in ASTM E437.		
17.	Foam Support Fixture	Metal support fixture capable of holding the support gauze in (UL 94) 5.18 including height adjustment to allow for burner height variations. As per Figure 12.1.		
18.	Manometer/Pressure Gauge	A gauge capable of measuring to 200 mm of		

Section VII – Schedule of Requirements

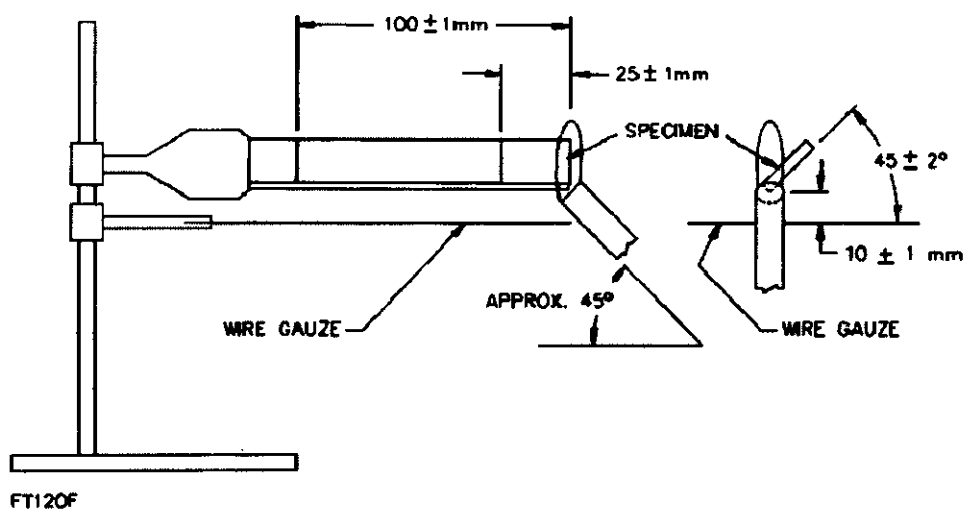
		water, with increments of 5 mm.		
19.	Flow Meter	A rotameter calibrated in accordance with the Practice of Rotameter Calibration, D 3195, with correlation curves appropriate for the gas, or a mass flow meter with ± 2 percent accuracy		
20.	Flame confirmation kit	meets requirements of ASTM D5207		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/ equipments shall be designed for operation with the following voltages; 3 Φ – 415 V AC \pm 10%, 50 Hz		

Section VII – Schedule of Requirements

		1 Φ – 240 VAC \pm 10%, 50 Hz		
C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives.		
E.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
F.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
G.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

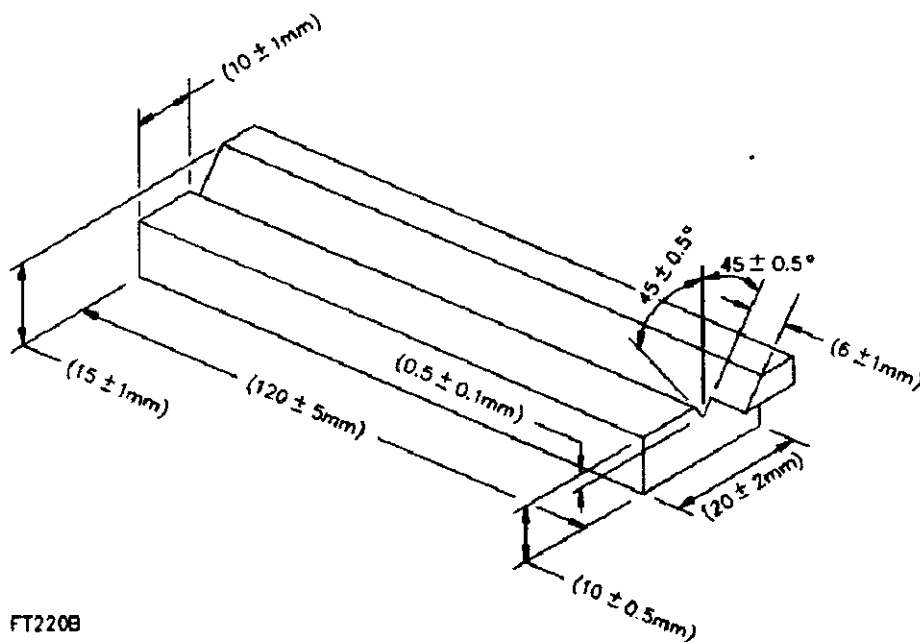
Section VII – Schedule of Requirements

Figure 7.1
Horizontal burning test for HB classification



1944-1945

Figure 7.2
Flexible specimen support fixture



Section VII – Schedule of Requirements

Figure 7.3
Burner supply arrangement

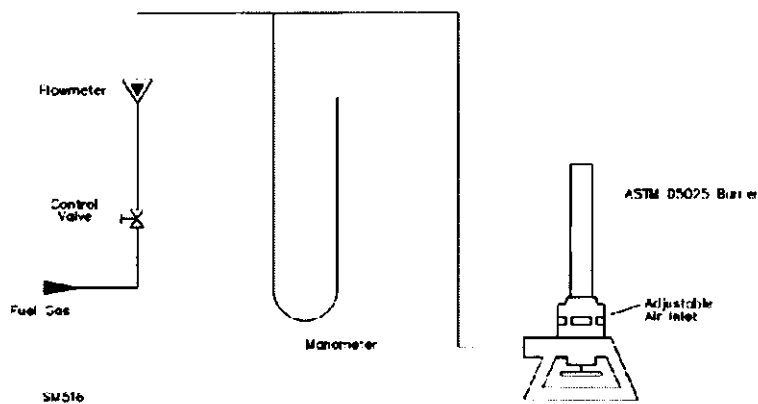
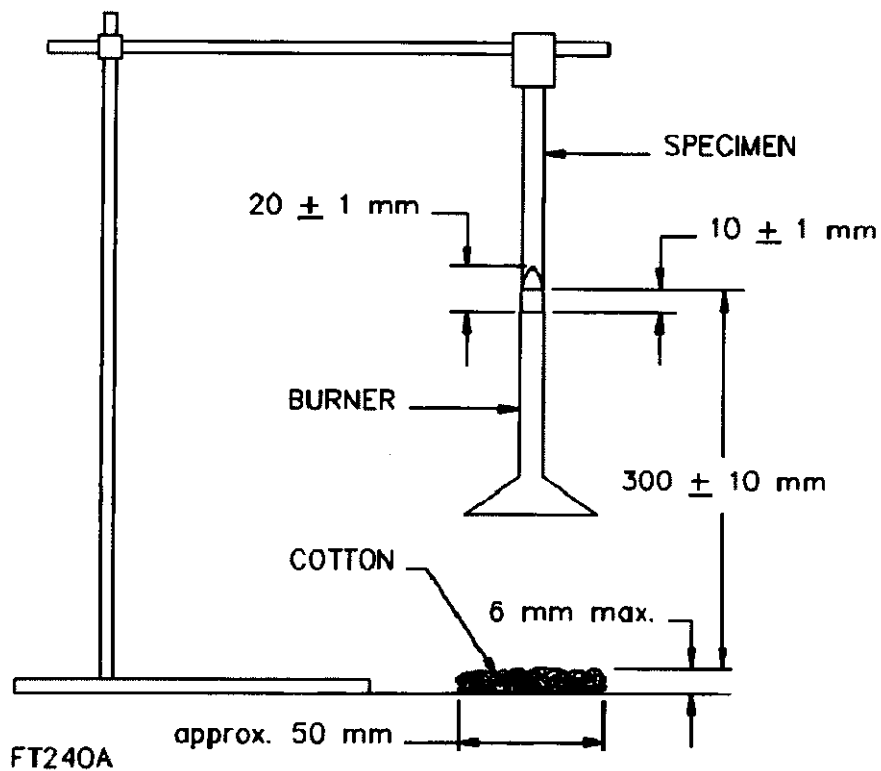


Figure 8.1
Vertical burning test for V-0, V-1, V-2 classification



Section VII – Schedule of Requirements

Figure 9.1
Vertical burning test for 5VA, 5VB classification – bar specimens

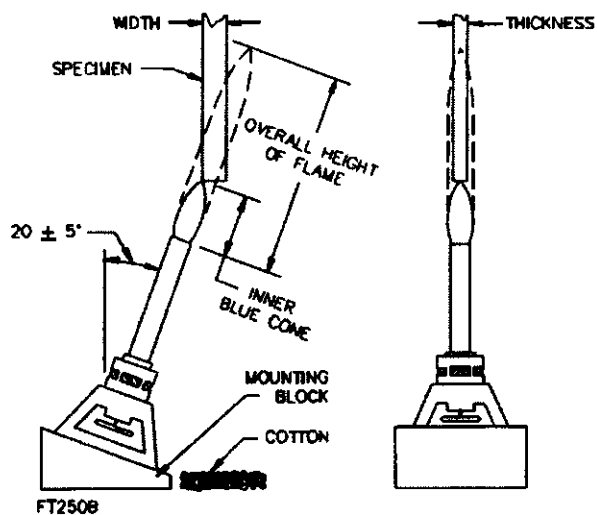
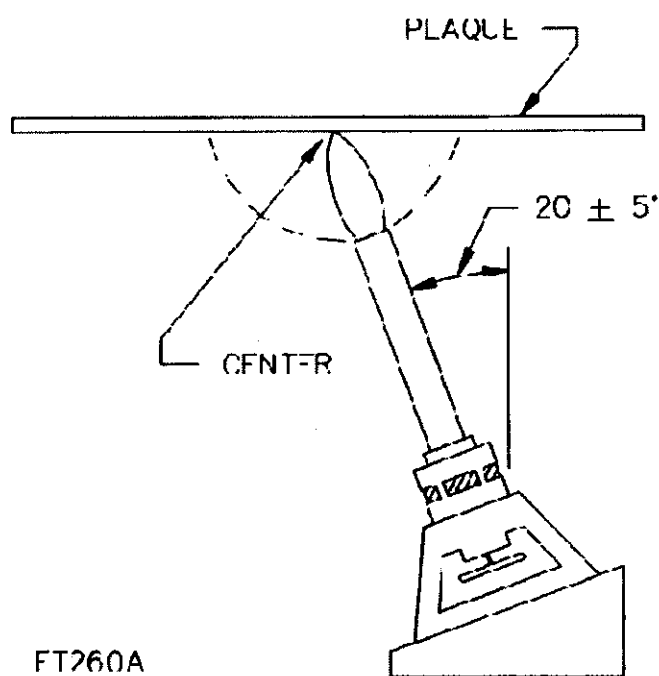
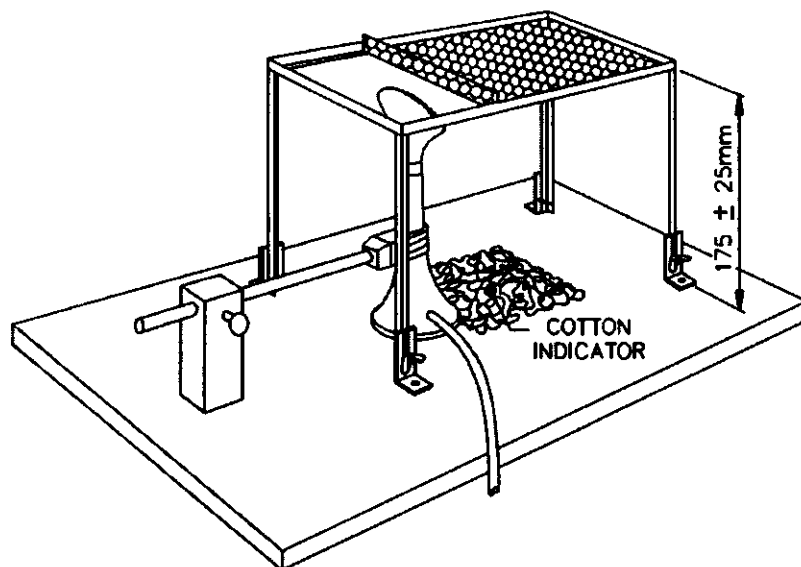


Figure 9.2
Vertical burning test for 5VA, 5VB classification – plaque specimens



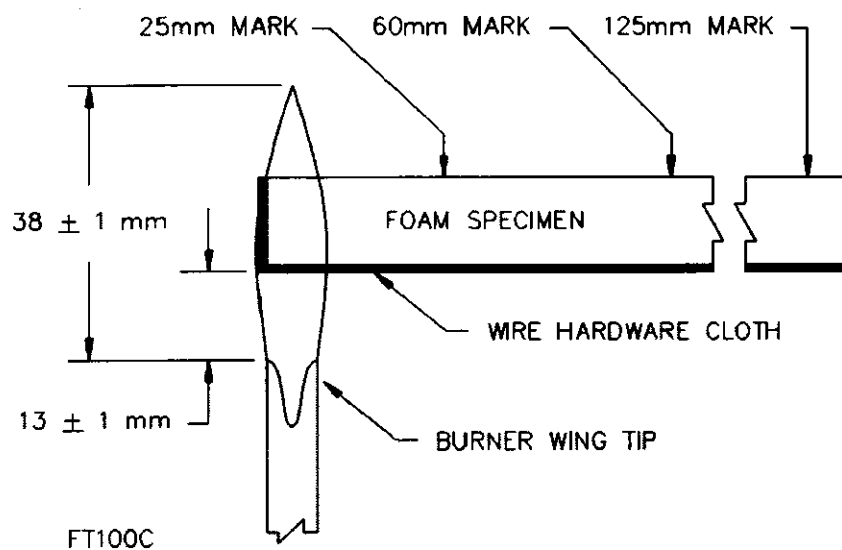
Section VII – Schedule of Requirements

Figure 12.1
Foam support fixture



FT280

Figure 12.2
Horizontal burning test for HBF, HF-1, OR HF-2 classification



FT100C

Lot No. 4: HEAT DEFLECTION TEMPERATURE TEST SET
MUM/P/004N

Heat Detection Temperature tester (HDT)/ Vicat shall be capable of recording automatically heat deflection temperature (HDT) on thermoplastics, hard rubber, fiber reinforced and hardenable plastics according to ISO 75 part 1 to 3 and Vicat softening temperature of thermoplastics according to ISO 306.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Confirm to ISO 75 and ISO 306 latest edition			
2.	Number of stations	2 minimum		
3.	Temperature sensor	one per station		
4.	Temperature range	Ambient to 300 °C or more		
5.	Temperature resolution	± 0.1 °C or better		
6.	Travel sensor	LVDT, inductive		
7.	Travel resolution	0.001 mm or better		
8.	Travel accuracy	0.01 mm or better		
9.	Bath volume	12 litre or more		
10.	Cooling	Facility to connect cooling water		
11.	Weight set	Universal weight set from 1 to 5500 g in 1 g steps – 1 set per station		
12.	Thermal fluid	As per requirement		
13.	Calibration set	Calibration set for displacement		

Section VII – Schedule of Requirements

		sensor		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/ equipments shall be designed for operation with the following voltages; 3 Φ – 415 V AC \pm 10%, 50 Hz 1 Φ – 240 VAC \pm 10%, 50 Hz		
C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Software	The equipment is supplied along with automated Test Software and custom report generation.		
E.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC		

Section VII – Schedule of Requirements

		requirements of latest directives.		
F.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA		
G.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
H.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 5: NEEDLE FLAME TEST CHAMBER
MUM/P/005N

The needle flame test chamber shall be able to simulate the effect of a small flame which may result from fault conditions, in order to assess by simulation technique the fire hazard to electro technical equipment, its subassemblies and components and to solid electrical insulating materials or other combustible materials in accordance with IEC 60695-11-5.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Confirm to IEC 60695-11-5 latest edition			
2.	Needle Burner	Inside diameter 0.5 mm \pm 0.1 mm		
		Length 35 mm minimum		
		Outer diameter < 0.9 mm		
3.	Flame	Flame conformity test system as per annexure A of the standard		
4.	Laboratory fume hood/ chamber	Inside volume \geq 0.5 m ³		
		Draught free		
		Transparent door		
		Black painted inside of cabinet		
		Evacuation system		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included		

Section VII – Schedule of Requirements

		in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/equipments shall be designed for operation with the following voltages; 3 Φ – 415 V AC \pm 10%, 50 Hz 1 Φ – 240 VAC \pm 10%, 50 Hz		
C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives.		
E.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
F.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation		

Section VII – Schedule of Requirements

		and maintenance of the equipment		
G.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No.6: PINK NOISE GENERATOR
MUM/P/006N

Pink Noise Generator for electrical testing measures temperature increase in AC Windings in Transformers. The pink noise generator shall be as per standard IEC 60065.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	PINK NOISE GENERATOR			
1.1	Confirm to IEC 60065 latest edition			
1.2	Band pass filter	As per annexure C of IEC 60065		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/ equipments shall be designed for operation with the following voltage; 1 Φ – 240 VAC \pm 10%, 50 Hz		
C	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with		

Section VII – Schedule of Requirements

		the system		
D.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives. Supplier shall attach the certificate.		
E.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
F.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment.		
G.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

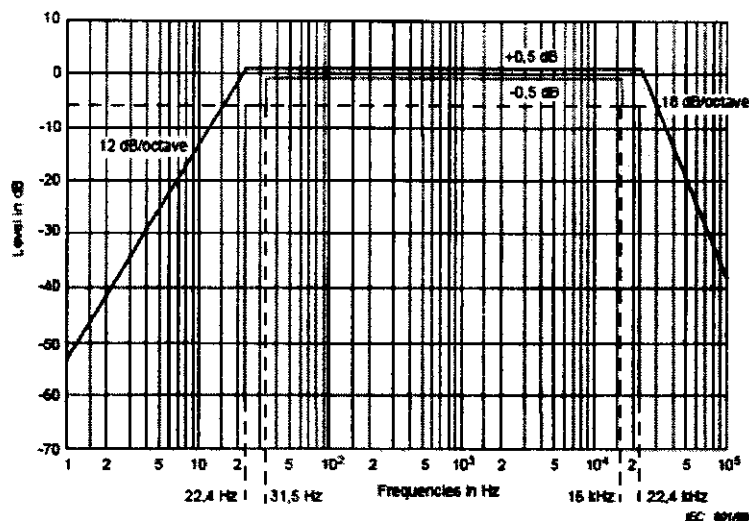
60065 © IEC:2001+A1:2005

– 277 –

Annex C (normative)

Band-pass filter for wide-band noise measurement

(Extract from IEC 60268-1)



Wide-band measurement (see 6.1 of IEC 60268-1)

The filter shall be a band-pass filter having a frequency response within the limits shown in Figure C.1.

A band-pass filter which has a substantially constant transmission factor between 22.4 Hz and 22.4 kHz, decreasing outside this frequency band at the rates specified for octave-band filters having mid-band frequencies of 31.5 Hz and 16 000 Hz specified in IEC 61260, has a response falling within the limits of this specification.

NOTE 1 Care should be taken when there may be strong signals just above or below the band-limits since in this case the results will depend, to some degree, on the individual frequency response of the filter actually used.

NOTE 2 See 4.1.6.

Figure C.1 – Band-pass filter for wide-band noise measurement
(amplitude/frequency response limits)

Section VII – Schedule of Requirements

Lot 7: DIGITAL TEMPERATURE DATA LOGGER
MUM/P/007N

The digital temperature data logger along with thermocouples shall be able to measure the surface temperature of the equipments during temperature rise test. The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. no.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Number of inputs	32 minimum		
2.	Input	Type J, K T/C		
3.	Range	0 to 300 °C or more		
4.	Accuracy	1 °C or better		
5.	Thermocouple	Fine wire thermocouples (Diameter: < 0.3 mm) Type J/ K thermocouple – 32 nos. min Class 1 for surface temperature measurement		
6.	Compensating cable	3 m long minimum (Class 1 tolerance)		
7.	Thermocouple adhesive pad	Roll of 100 nos.		
8.	Software	Window based software to communicate with data logger with data recording facility		
9.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests		

Section VII – Schedule of Requirements

		as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
10	Power supply	The instruments/ equipments shall be designed for operation with the following voltages; 1 Φ – 240 VAC \pm 10%, 50 Hz		
11	Documents	Set of technical, operation and maintenance manual shall be supplied along with the system		
12	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives.		
13	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
14	Installation, commissioning & Training	The supplier shall install, commission and provide training at IDEMI premises in the field of operation and maintenance		

Section VII – Schedule of Requirements

		of the equipment		
15	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot 8: WINDING RESISTANCE METER
MUM/P/008N

The three phase winding resistance meter shall be designed specifically to measure DC resistance values of transformer windings, rotating machine windings, or any dc resistance of an inductive device.

The winding resistance meter shall have dual resistance-reading input channels that can measure two winding resistances simultaneously (primary and secondary windings of a transformer).

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Resistance range	0.1 $\mu\Omega$ - 2000 Ω or better		
2.	Resistance accuracy	$\pm 0.1\%$ reading, 0.5 $\mu\Omega$		
3.	Test current	0.1 – 10 A DC selectable		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/ equipments shall be designed for operation with the following voltages; 1 Φ – 240 VAC \pm		

Section VII – Schedule of Requirements

		10%, 50 Hz		
C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Software	The system shall be supplied along with automated Test Software and custom report generation.		
E.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives. Supplier shall attach the certificate.		
F.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
G.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
H.	Warranty	18 months minimum from the date of commissioning or		

Section VII – Schedule of Requirements

		24 month from the date of dispatch whichever is earlier		
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Section VII – Schedule of Requirements

Lot No. 9: DIGITAL STORAGE OSCILLOSCOPE **MUM/P/009N**

The oscilloscopes' unique capabilities combined with exceptional signal acquisition performance and analysis accelerate measurement tasks.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/ confirmation	Remarks
1.	Bandwidth	2.5 GHz minimum		
2.	Number of channels	2 or more		
3.	Sample Rate	10 GS/sec. or more		
4.	Rise time	160 ps. minimum		
5.	Vertical resolution	≥ 8 bit		
6.	Vertical sensitivity	1 mV/div to 1 V/div. minimum		
7.	Input impedance (selectable)	50Ω, 1 MΩ		
8.	DC accuracy	± 1% typical or better		
9.	Input voltage	≥ 100 V @ 1 MΩ ≥ 5 V @ 50 Ω		
10.	Time base range	1.25 ps/div to 1000 s/div. minimum		
11.	Time base accuracy	≤ 2.5 ppm+aging<1 ppm/year		
12.	Sweep modes	Auto, triggered, single		
13.	Waveform measurements	Voltage: Peak to peak, minimum, maximum, average, RMS, amplitude, base Time: Rise time, fall time, period, frequency, positive width, negative width, duty cycle, burst width minimum		

Section VII – Schedule of Requirements

14.	Display	12.1-inch color XGA TFT/ LCD		
15.	Resolution XGA	1024 pixels horizontally x 768 pixels vertically		
16.	I/O ports	LAN, GPIB, RS-232 (serial), Parallel, USB minimum		
17.	Probe	The scope should provide intelligent bidirectional oscilloscope/probe communication which enables all probe set up can be set changes or monitored from the instrument display, all probes set ups can be remotely controlled and monitored for automation of testing application. Such active, differential as well as current probe should be available. Instrument should be provided with minimum 500 Mhz passive probe per channel one as standard accessories.		
18.	H. V. Probe (High frequency)	Compatible high voltage probe minimum 15 kV AC/DC		
	GENERAL			
19.	Input power	230/240 V AC, 50/60 Hz		
20.	Operating Temperature	10 to 40 °C or better		
21.	Operating Humidity	Upto 80%		
	GENERAL			
22.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
23.	Power supply	The instruments/ equipments shall be		

Section VII – Schedule of Requirements

		designed for operation with the following voltages; 1 Φ – 240 VAC \pm 10%, 50 Hz		
24.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
25.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives.		
26.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA		
27.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
28.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 10: ELECTRONIC LOAD
MUM/P/010N

Electronic Loads are designed for testing Uninterruptible Power Supplies (UPS), Off-Grid Inverters, AC sources and other power devices such as switches, circuit breakers, fuses and connectors. Bidder shall give a break up for single phase and three phase loads. The specifications given below are for per phase rating.

The bidders shall write their specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification /confirmation	Remarks
1.	Input rating			
1.1	Power	1800 W minimum		
1.2	Current	0-18 Arms minimum		
1.3	Voltage	50-300vrms minimum		
1.4	Frequency	DC, 45-400 Hz or better		
2.	Constant current mode			
2.1.	Range	0-18 Arms, programmable		
2.2.	Accuracy	0.5 % of setting +1% of range or better at 50Hz		
3.	Constant resistance mode			
3.1	Range	3.33 Ω - 53.332 k Ω , programmable		
3.2	Accuracy	0.5 % of setting +2% of range or better at 50 Hz		
5.	Crest factor (under CC, mode)			
5.1	Range	2 – 3.5 or better, programmable		
5.2	Accuracy	0.5 %/ Irms + 1 % F.S. or better		
5.3	Power factor	0 – 1 lead/ lag, programmable		
	GENERAL			

Section VII – Schedule of Requirements

A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/equipments shall be designed for operation with the following voltages; 3 Φ – 415 V AC \pm 10%, 50 Hz 1 Φ – 240 VAC \pm 10%, 50 Hz		
C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives. Supplier shall attach the certificate.		
E.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
F.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		

Section VII – Schedule of Requirements

G.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		
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Section VII – Schedule of Requirements

Lot No. 11: OVEN
MUM/P/011N

The oven shall be capable of testing all types of electrical/electronics/ mechanical components, instruments according to IS 9000 & IEC 60068 and shall have following specifications.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/con firmation	Remarks
1.	Performance	Carry out dry heat tests as per IS 9000 & IEC 60068 standards		
2.	Temperature Range	Ambient to 400 °C min.		
3.	Internal work space	500 litre or more		
4.	Rate of change of temperature	1 °C/min. average or more		
5.	Temperature stability	Better than 3 °C		
6.	Uniformity of temperature	Adequate forced air circulation to ensure uniform temperature inside the chamber within 2 °C		
7.	Construction			
7.1	Interior	Stainless steel 304 quality grade		
7.2	Exterior	Steel with powder coating		
7.3	Shelf	Provision of one removable shelf		
7.4	Insulation	Non flammable rock wool		
7.5	Door	Front opening type double walled insulated & interior		

Section VII – Schedule of Requirements

		with stainless steel		
7.6	Viewing window	Suitable size viewing window provided with illumination & toughened glass		
7.7	Port holes	2 nos. pluggable type on side walls for easily connecting wires to specimen inside the chamber		
8.	Protection	Overheat protection. Care should be taken in case of failure of sensor		
9.	Controller	Microprocessor based programmable auto tune PID temperature controller		
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
B.	Power supply	The instruments/ equipments shall be designed for operation with the following voltages; 1 Φ – 240 VAC \pm 10%, 50 Hz		
C.	Documents	Set of technical, operation, safety and maintenance manual		

Section VII – Schedule of Requirements

		shall be supplied along with the system		
D.	Calibration certificate	Calibration certificate Shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
E.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
F.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 12: CORD ANCHORAGE TEST SET
MUM/P/012N

The Cord anchorage test set shall be able to test the resistance to torque of cord anchorages at electrical appliances provided with non-detachable flexible cords according to IEC 60335-1, IEC 60320-1. The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Eccentric disc			
2.	Diameter	125 mm minimum		
3.	Eccentricity	32.5 mm or better		
4.	A.C. geared motor with additional gear reduction to approx. 50 rpm,			
5.	Lever for the specimen, with track wheel, weight holder with precise height adjustment and clamping mechanism with various gripping dies to match the cord size and shape,			
6.	Set of weights for loads	10 N to 200 N in steps of 10 N minimum		
7.	Switch unit with contactor, thermal excess-current fuses and electrical predetermining counter, six-digit, resettable, to indicate the number of strokes.			
	GENERAL			
A.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional		

Section VII – Schedule of Requirements

		accessories if any shall be quoted separately.		
B.	Power supply	The instruments/ equipments shall be designed for operation with the following voltages; 1 Φ – 240 VAC \pm 10%, 50 Hz		
C.	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with the system		
D.	Calibration certificate	Calibration certificate Shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
E.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
F.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 13: INGRESS OF WATER TEST SYSTEM
MUM/P/014N

Ingress of water test system is intended for determining the degree of protection against water (IPX1, IPX2, IPX3, and IPX4) as per IEC 60529. The system shall be integrated in one chamber.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Test apparatus	Confirms to IEC 60529 IP X1, X2, X3, X4		
2.	Testing time	Adjustable		
3.	Specimen support	Adjustable in height		
4.	Swivel velocity of tubes	60°/ second		
5.	Swivel angle adjustment	0 ± 180°		
6.	Test chamber dimensions	1800 mm x 1800 mm x 1800 mm		
7.	Water volume flow	Adjustable water volume flow		
8.	Controller	3.5" Colour touch panel		
9.	Monitoring system	Automatic control monitoring system		
	GENERAL			
a.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted		

Section VII – Schedule of Requirements

		separately.		
b.	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
c.	Documentation	Technical, Operational manual in soft as well as in hard copy		
d.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
e.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

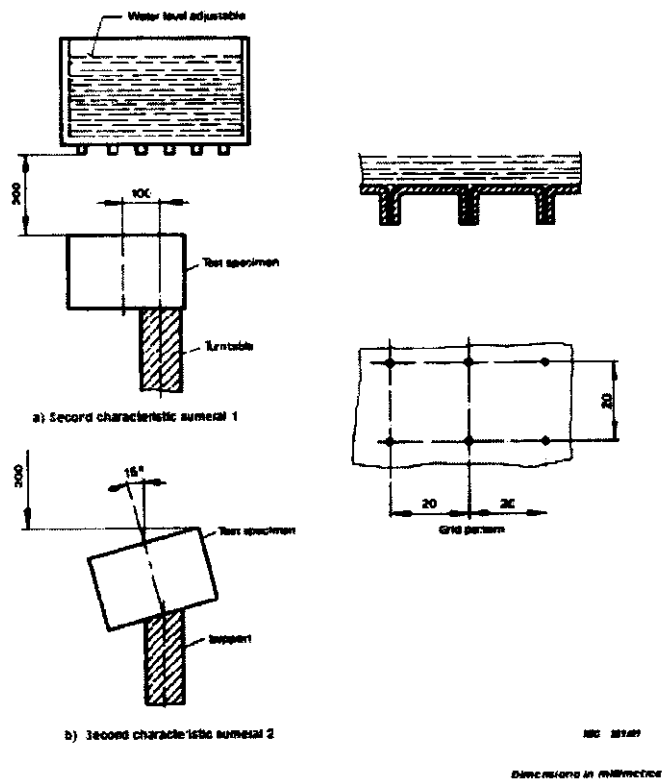
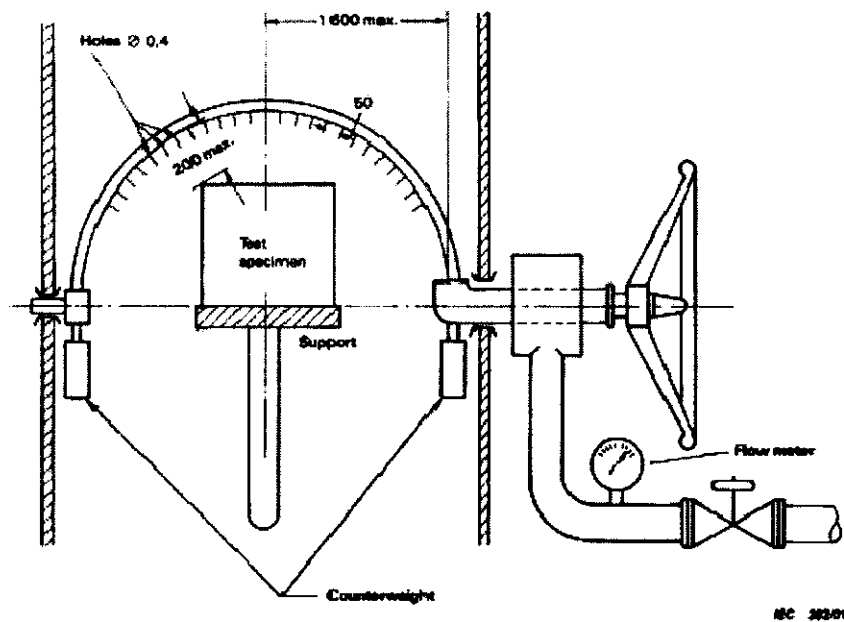


Figure 3 – Test device to verify protection against vertically falling water drops (drip box)

Section VII – Schedule of Requirements



Dimensions in millimetres

NOTE The range of holes is shown as for second characteristic numeral 3 (see 14.2.3 a)).

Figure 4 – Test device to verify protection against spraying and splashing water;
second characteristic numerals 3 and 4 (oscillating tube)

Section VII – Schedule of Requirements

Lot No. 14: ENVIRONMENTAL CHAMBER **MUM/P/015N**

The Environmental Chamber should be capable of testing all types of electrical/electronics/ mechanical components, instruments according to IS9000 & IEC 60068 and shall have following specifications.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/c onfirmation	Remarks
1.	Performance	Carry out steady state as well as cyclic temperature, humidity tests as per IS 9000 & IEC 60068 standards Performance as per IEC 60068-3-5		
2.	Temperature Range	-60 °C to 180 °C or better		
3.	Humidity	20% to 95% or better		
4.	Internal work space	1000 litre minimum		
5.	Rate of change of temperature	3 °C/min. average or more		
6.	Temperature stability	1 °C or better		
7.	Uniformity of temperature	Adequate forced air circulation to ensure uniform temperature inside the chamber within 1 °C		
8.	Construction			
9.	Interior	High quality Stainless steel		
10.	Exterior	Corrosion resistant galvanized steel with power coating		
11.	Shelf	Provision of one removable shelf		
12.	Insulation	Environmental friendly insulation		
13.	Door	Front opening type double walled insulated & interior with stainless steel		

Section VII – Schedule of Requirements

14.	Viewing window	Suitable size viewing window provided with illumination & toughened glass filled with air, strip heater is provided to overcome condensation		
15.	Port holes	2 nos. of 75 mm minimum diameter pluggable type on side walls for easily connecting wires to specimen inside the chamber		
16.	Protection	Overheat protection		
17.	Controller	Approx. 8" color touch screen display with control pad.		
18.	Hardware and Software	The equipment is to be supplied along with compatible branded desk top PC (latest configuration) with LED monitor, UPS, colour laser printer, communication cables and authorized licensed window based operating system along with CDs & Automated Test Software supporting window 7 and custom report generation.		
19.	Power failure	Auto switching ON of the chamber in case of power failure		
20.	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
21.	Documents	Set of technical, operation & maintenance manual shall be supplied along with the test set.		
22.	Calibration Certificate	Calibration certificate in the name of IDEMI, Mumbai		

Section VII – Schedule of Requirements

		from UKAS/NIST/DKD/NPL/KEMA or NABL accredited laboratory which is having valid accreditation & CMC as per ISO17025: 2005 or any other laboratory accredited as per ISO17025: 2005 & having mutual recognition to NABL, INDIA. Calibration certificate shall include calibration data & uncertainty at each point.		
23.	Predispatch inspection	Predispatch inspection will be carried out by IDEMI official/ representative.		
24.	Training	The bidder shall provide training to two IDEMI Engineers at their installed facility for application/ operation, routine maintenance, safety of the equipment for minimum of 5 days free of cost. The expenses of the travel, lodging, boarding will be borne by buyer.		
25.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment.		
26.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 15: THERMAL SHOCK CHAMBER **MUM/P/016N**

The temperature shock test chamber shall consist of the two internal chambers arranged one on top of the other with an automatically driven lifting basket and shall be capable of testing all types of electrical/ electronic/ mechanical components, instruments according to IS 9000 (Part 14) & IEC 60068-2-14 and shall have following specifications.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter	Specification	Bidders specification/confirmation	Remarks
1.	Performance	Carry out thermal shock test as per IS 9000 (Part 14) & IEC 60068-2-14 standards		
2	Hot Temperature Range	50 °C to 180 °C or better		
3	Cold temperature range	-65 °C to 60 °C or better		
4	Internal work space	120 litre minimum		
5	Transition time	< 10 second		
6	Temperature stability	1 °C or better		
7	Uniformity of temperature	Adequate forced air circulation to ensure uniform temperature inside the chamber within 1 °C. air velocity near the test specimen shall be less than 2 m/s.		
8	Construction			
9	Interior	High quality Stainless steel		
10	Exterior	Corrosion resistant galvanized steel with power coating		
11	Shelf	Provision of one removable shelf		
12	Insulation	Environmental friendly insulation		

Section VII – Schedule of Requirements

13	Door	Sliding door		
14	Viewing window	Suitable size viewing window provided with illumination & toughened glass filled with air, strip heater is provided to overcome condensation		
15	Port holes	2 nos. of 75 mm minimum diameter pluggable type on side walls for easily connecting wires to specimen inside the chamber		
17	Protection	Overheat protection		
18	Controller	Approx. 8" colour touch screen display with controlpad.		
19	Hardware and Software	The equipment is to be supplied along with compatible branded desk top PC (latest configuration) with LED monitor, UPS, colour laser printer, communication cables and authorized licensed window based operating system along with CDs & Automated Test Software supporting window 7 and custom report generation.		
20	Power failure	Auto switching ON of the chamber in case of power failure		
21	Accessories	The specifications provided above are minimum. All the essential accessories for carrying out tests as per standard shall be included in the offer and supplied along with the system. Optional accessories if any shall be quoted separately.		
22	Documents	Set of technical, operation & maintenance manual shall be supplied along with the test set.		
23	Calibration Certificate	Calibration certificate in the name of IDEMI, Mumbai from UKAS/NIST/DKD/NPL/KEMA or NABL		

Section VII – Schedule of Requirements

		accredited laboratory which is having valid accreditation & CMC as per ISO17025: 2005 or any other laboratory accredited as per ISO17025: 2005 & having mutual recognition to NABL, INDIA. Calibration certificate shall include calibration data & uncertainty at each point.		
24	Predispatch inspection	Predispatch inspection will be carried out by IDEMI official/ representative.		
25	Training	The bidder shall provide training to IDEMI two Engineers at their installed facility for application/ operation, routine maintenance, safety of the equipment for minimum of 5 days free of cost. The expenses of the travel, lodging, boarding will be borne by buyer.		
26	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment.		
27	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 16: SHOCK/ BUMP TEST SYSTEM
MUM/P/017N

The shock/bump test system shall be able to simulate continuous bump to evaluate the design and destructive testing of components, circuits, hybrids and complete assemblies in accordance with various national and international standards e.g. IS, IEC, MIL.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No.	Parameter		Specification	Bidders specification/confirmation	Remarks
1.	SHOCK TEST				
1.1	Confirm to IEC 60068-2-27 latest edition				
1.2	Mounting table size		700 x 700 mm minimum		
1.3	Mounting table material		Aircraft aluminium with high strength and uniformity but light weight		
1.4	Payload capacity		100 kg. minimum		
1.5	Mounting inserts		M10 sized SS inserts at 100 mm matrix		
6.	Acceleration	Half sine	15 to 200 'g' or better		
		Trapezoidal	15 to 100 'g' or better		
		Saw tooth	15 to 100 'g' or better		
7.	Pulse duration	Half sine	2-30 ms or better		
		Trapezoidal	6-25 ms or better		
		Saw tooth	6-20 ms or better		
8.	Shock distance		0-600 mm or better		
9.	Shocks per minute		10 min. Adjustable		
2.	BUMP TEST				

Section VII – Schedule of Requirements

2.1.	Confirm to IEC 60068-2-27 latest edition			
2.2.	Waveform	Half sine		
2.3.	Acceleration	3 – 130 g or better		
2.4.	Pulse duration	2 – 20 ms or better		
2.5.	Drop distance	0 – 200 mm or better		
2.6.	Cycles per minute	0 – 120 or better		
3.	Shock control and measurement system	The system shall be supplied along with the shock control and measurement system which captures and analyses shock waveform		
GENERAL				
A.	Accessories	The specifications provided above are minimum. Any other accessories (including blower, if required) and set of interconnection cables, communication cables required for testing shall be included in the offer and shall be supplied along with the test system and the optional accessories if any shall be quoted separately.		
B	Documents	Set of technical, operation, safety and maintenance manual shall be supplied along with		

Section VII – Schedule of Requirements

		the system		
C	Hardware and Software	The equipment is supplied along with compatible branded desk top PC (latest configuration) with LED monitor, UPS, colour laser printer, communication cables and authorized licensed window based operating system along with CDs & Automated Test Software supporting window 7 and custom report generation.		
D	Performance certificates	Bidder / Manufacturer should have supplied at least 3 (three) no. of systems which is similar or better than the above specifications, which should have been in successful operation for at least 2 (two) years at accredited laboratory as per ISO/IEC 17025: 2005 Performance certificates from at least 3 (three) accredited laboratories as per ISO/IEC 17025: 2005 shall be submitted along with the technical		

Section VII – Schedule of Requirements

		bid. Bid submitted without the performance letters from accredited laboratories will be treated as non responsive and will not be considered for further evaluation or scrutiny.		
E	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives. Supplier shall attach the certificate.		
F	Calibration certificate	Calibration certificate shall be in the name of IDEMI from NMI or accredited laboratory as per ISO/IEC 17025: 2005 which is signatory to ILAC or APLAC through MRA.		
G	Predispatch inspection	Predispatch inspection will be carried out by IDEMI official/ representative.		
H	Training	The bidder shall provide training to IDEMI two Engineers at their installed facility for application/ operation, routine maintenance, safety of the		

Section VII – Schedule of Requirements

		equipment for minimum of 5 days free of cost. The expenses of the travel, lodging, boarding will be borne by buyer.		
G.	Installation, commissioning & Training	The supplier shall install & commission & provide training at IDEMI, Mumbai premises in the field of operation and maintenance of the equipment		
H.	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		

Section VII – Schedule of Requirements

Lot No. 17: AC/DC CURRENT SOURCE

MUM/P/024N

AC/DC current source shall be able to carry out calibration of AC / DC Current Shunts, AC/DC Current Clamps etc.

The bidder shall write his specifications/ values of material/equipment in the space provided wherever values are specified or otherwise Yes/ No. The bidder should enclose a printed catalogue.

Sr. No	Parameter	Specification	Bidders specification/c onfirmation	Remarks
1	DC Current			
	Continuous Output	50 to 2000 A, DC or better		
	Ripple	$\leq 5\%$		
	Stability	$\leq \pm 1\%$		
	VA Capacity	24000 VA (Maximum)		
2	AC Current			
	Continuous Output	50 to 2000 A AC, 50Hz		
	Stability	$\leq \pm 1\%$		
	VA Capacity	16000 VA (Max.)		
3	Digital Display	4 $\frac{1}{2}$ Digit or More		
4	Operating Temperature	20 °C to 50 °C		
5	Warranty	18 months minimum from the date of commissioning or 24 month from the date of dispatch whichever is earlier		
6.	Performance Certificate	Performance certificate must be given for the system which includes verification of current output up to maximum limit stability along with maximum burden & ripple.		
7.	Essential & optional Accessories	All essential & optional accessories i.e. types of required leads / cables with lugs / connectors, compatible adapter should include in the offer and shall be supplied along with the test system.		
8.	Manual	Operating and Service Manual (Hard & soft Copy)		

Section VII – Schedule of Requirements

9.	Installation, Commissioning & Training in IDEMI lab	Installation, Commissioning & Training in IDEMI lab will be the responsibility of the bidder & Should be clearly included in the offer		
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4. DRAWINGS

Drawings are along with the technical specifications of the particular Lot wherever required.

5. INSPECTIONS AND TESTS

In accordance with GCC & SCC 26

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 equipment 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 equipment _____
- (c) Equipment Nos. _____
- (d) Quantity _____
- (e) Rail/Roadways/consignee Receipt No. _____
dated _____
- (f) Name of the consignee _____
- (g) Date of start up 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>
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3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

Section VII – Schedule of Requirements

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 _____

* 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 plan 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.

PART 3 – CONTRACT

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

Section VII. General Conditions of Contract

Table of Clauses

1.	DEFINITIONS	130
2.	CONTRACT DOCUMENTS	131
3.	CORRUPT & FRAUDULENT PRACTICES	131
4.	INTERPRETATION	131
5.	LANGUAGE	132
6.	DELETED	133
7.	ELIGIBILITY	133
8.	NOTICES	133
9.	GOVERNING LAW	133
10.	SETTLEMENT OF DISPUTES	133
11.	INSPECTIONS AND AUDIT BY THE BANK	134
12.	SCOPE OF SUPPLY	134
13.	DELIVERY AND DOCUMENTS	134
14.	SUPPLIER'S RESPONSIBILITIES	134
15.	CONTRACT PRICE	134
16.	TERMS OF PAYMENT	134
17.	TAXES AND DUTIES	135
18.	PERFORMANCE SECURITY	135
19.	COPYRIGHT	136
20.	CONFIDENTIAL INFORMATION	136
21.	SUBCONTRACTING	137
22.	SPECIFICATIONS AND STANDARDS	137
23.	PACKING AND DOCUMENTS	137
24.	INSURANCE	138
25.	TRANSPORTATION & INCIDENTAL SERVICES	138
26.	INSPECTIONS AND TESTS	138
27.	LIQUIDATED DAMAGES	140
28.	WARRANTY	140
29.	PATENT INDEMNITY	141
30.	LIMITATION OF LIABILITY	142
31.	CHANGE IN LAWS AND REGULATIONS	142
32.	FORCE MAJEURE	142
33.	CHANGE ORDERS AND CONTRACT AMENDMENTS	143
34.	EXTENSIONS OF TIME	144
35.	TERMINATION	144
36.	ASSIGNMENT	145

Section VIII. General Conditions of Contract

1. Definitions

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

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions 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” mean the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is India.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

Section VIII – General Conditions of Contracts

- (l) “SCC” means the Special Conditions of Contract.
 - (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (o) “The Project Site,” where applicable, means the place named in the SCC.
- 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. Corrupt & Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
 - 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
 - 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 there under shall be as prescribed by Incoterms.
 - (b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

Section VIII – General Conditions of Contracts

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

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

4.6 Severability

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

5. Language

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

Section VIII – General Conditions of Contracts

documents provided by the Supplier.

6. Deleted

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

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

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

Section VIII – General Conditions of Contracts

- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors 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 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Condition of Contract**.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of**
- 16.1 The Contract Price, including any Advance Payments, if

Section VIII – General Conditions of Contracts

- | | |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Payment | applicable, shall be paid as specified in the SCC. |
| | 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract. |
| | 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. |
| | 16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract. |
| | 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award. |
| 17. Taxes and Duties | 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
| 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 shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser. |
| | 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC. |

Section VIII – General Conditions of Contracts

19. Copyright

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

20. Confidential Information

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

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

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

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

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of

Section VIII – General Conditions of Contracts

the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

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

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

22. Specifications and Standards 22.1 **Technical Specifications and Drawings**
(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 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 case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

Section VIII – General Conditions of Contracts

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 24. Insurance** 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation & 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 Schedule of Requirements and SCC:**
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
- 26. Inspections and Tests** 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at

Section VIII – General Conditions of Contracts

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

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the

Section VIII – General Conditions of Contracts

Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

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

Section VIII – General Conditions of Contracts

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

29. Patent Indemnity

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

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

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier

Section VIII – General Conditions of Contracts

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.

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| 30. Limitation of Liability | 30.1 Except in cases of criminal negligence or willful misconduct, <ul style="list-style-type: none">(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement |
| 31. Change in Laws and Regulations | 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 32. Force Majeure | 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or |

Section VIII – General Conditions of Contracts

other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

33. Change Orders and Contract Amendments

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

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

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

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by

Section VIII – General Conditions of Contracts

the Supplier for similar services.

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

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

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

Section VIII – General Conditions of Contracts

Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

36. Assignment

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

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁹ In pursuance of this policy, the Bank:

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁰
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹¹
- (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;¹²
- (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;¹³

⁹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁰ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹¹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹² For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

Section VIII – General Conditions of Contracts

- (v) "obstructive practice" is:
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁴ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁵;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit

¹³ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

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

¹⁵ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Section VIII – General Conditions of Contracts

the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

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

GCC 1.1(j)	The Purchaser is: <i>The Development Commissioner (MSME), Ministry of Micro Small Medium Enterprises, Government of India, 'A' Wing, 7th Floor, Nirman Bhawan, New Delhi</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: <i>Institute for Design of Electrical Measuring Instruments, Swatantraveer Tatya Tope Marg, Chunabhatti, Sion, Mumbai – 400 022, INDIA</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms .
GCC 4.2 (b)	The version edition of Incoterms shall be <i>Incoterm 2010 or latest</i>
GCC 8.1	For notices , the Purchaser's address shall be: Attention: The Director (Tool Room), O/o DC MSME Address: Room No 723 (A), A Wing, 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi – 110108 Tel: +91 11 23062561; Fax: +91 11 23061068 E mail: tcsp@dcmsme.gov.in

<p>GCC 10.2</p>	<p>Settlement of Disputes</p> <p>The dispute settlement mechanism to be applied shall be as follows:</p> <p>(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 President of the Institution of Engineers (India), Delhi Chapter.</p> <p>(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three 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 President of the Institution of Engineers (India), Delhi Chapter</p> <p>(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India), Delhi Chapter, making such an appointment shall be furnished to each of the parties.</p>
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Section X –Contract Forms

	<p>(d) Arbitration proceedings shall be held at New Delhi India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) 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 President of the Institution of Engineers (India), Delhi Chapter</p> <p>(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p>
GCC 12.1 and 25.2	The scope of supply for the Goods and Related Services to be supplied is as specified in Schedule of Requirements

GCC 13.1	<p>The details of shipping and/or other documents, as applicable, to be furnished by the Supplier are:</p> <p>(A) Documents to be submitted to Purchaser:-</p> <p>Upon the delivery of the Goods to the transporter / consignee, the Supplier shall notify the purchaser in writing and deliver to the Purchaser comprising of the following documents:</p> <ul style="list-style-type: none"> (i) One original and three copies of commercial invoice, indicating the Development Commissioner (MSME), Ministry of Micro Small Medium Enterprises, Government of India as Purchaser and the Institute for Design of Electrical Measuring Instruments, Swatanraveer Tatya Tope Marg, Chunabhatti, Sion, Mumbai 400 022 india, as the consignee; the Contract number, credit/loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Proof of dispatch (POD) viz., Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing consignee as <i>Institute for Design of Electrical Measuring Instruments, Swatanraveer Tatya Tope Marg, Chunabhatti, Sion, Mumbai – 400 022, INDIA</i> and delivery through to final destination as stated in the Contract. (iii) Two original and three copies of Acknowledgement of receipt of goods from the Consignee i.e. Consignment Receipt Certificate (CRC), as per proforma given in Section X. (iv) Four copies of packing list identifying contents of each package; (v) One original manufacturer's Warranty certificate covering all items supplied. (vi) Copy of insurance certificate. (vii) Inspection certificate issued by the nominated inspection representative of the purchaser. Test certificate to confirm that the goods supplied are as per specification and also enclose the internal test reports confirming that goods supplied are as per specification, should also be enclosed. (viii) Certificate of Origin
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Section X –Contract Forms

	<p>(B) Documents to be submitted to Consignee: -</p> <p>The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee the documents mentioned in as below:</p> <ul style="list-style-type: none"> (i) Copy of Invoice containing particulars as per para (A)(i) above; (ii) Packing list identifying contents of each package (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied. (iv) Proof of dispatch (POD) viz., Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Development Commissioner (MSME), Ministry of Micro Small Medium Enterprises, Government of India as Purchaser and <i>Institute for Design of Electrical Measuring Instruments, Swatantraveer Tatya Tope Marg, Chunabhatti, Sion, Mumbai – 400 022, INDIA</i> as consignee and delivery through to final destination as stated in the Contract. (v) Copy of Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required); (vi) Copy of internal test certificates and calibration certificate (vii) Copy of insurance certificate. (viii) Country of Origin certificate
GCC 15.1	<p>The total contract price of goods:</p> <p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>

Section X –Contract Forms

GCC 16.1	<p>Paying Authority on behalf of Purchaser: <i>The Principal Director, Institute for Design of Electrical Measuring Instruments, Swatantraveer Tatya Tope Marg, Chunabhatti, Sion, Mumbai – 400 022, INDIA</i></p> <p>Payment shall be made in Indian Rupees in the following manner: -</p> <p>Payment for Goods and Services Payment for Goods and Services supplied shall be made in Indian Rupees (INR) as follows:</p> <p>(i) 10 % of the total contract price for goods shall be paid within thirty (30) days of signing of contract and upon submission of claim consisting of proforma invoice (showing Purchaser's name); the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) and a Bank Guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Eighty (80) percent of the contract price for the Goods delivered to the Consignee in good condition shall be paid within 30 days of submission of documents specified in GCC Clause 13.1 (A) through ECS of the supplier's bank.</p> <p>(ii) On Final Acceptance: The remaining ten (10) percent of the contract price for the goods, related services and any other payments as per contract shall be paid within thirty (30) days of the receipt of Final Acceptance Certificate (in proforma 6 given in Section X) from consignee and submission of an invoice (showing Purchaser's name); the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal).</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate is: @ 8% per annum for each day of delay.</p>
GCC 17	<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 form at serial no.7 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>

Section X –Contract Forms

GCC 18.1	<p>A Performance Security <i>shall be required</i></p> <p>Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of issue of final acceptance certificate by the consignee.</p> <p>The amount of Performance Guarantee shall be reduced to 5% of the contract value, on final acceptance of the goods and shall remain valid upto 60 days after the date of completion of warranty period.</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 18 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
GCC 18.3	<p>The Performance Security shall be in the form of a "Bank Guarantee indicating beneficiary as The Development Commissioner (MSME), Ministry of MSME, Government of India, New Delhi " or "a cashier's cheque or banker's certified cheque or demand draft or pay order" drawn in favor of the PAO, MSME payable at New Delhi.</p>
GCC 18.4	<p>The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.</p>
GCC 18.5	<p>Add as Clause 18.5 to the GCC the following:</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 60 days after the completion of performance obligations including warranty obligations.</p>

Section X –Contract Forms

GCC 23.2	<p>Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <ul style="list-style-type: none"> (i) Project Name; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name (v) Packing list reference No., <p>Suppliers should use recycled materials as much as possible for packing</p>
GCC 24.1	<p>The insurance shall be in an amount equal to 110 percent of the EXW value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes..</p> <p>Add GCC Clause 24.2 as under:</p> <p>GCC 24.2 Should any loss or damage occur, the Supplier shall</p> <ul style="list-style-type: none"> a) initiate and pursue claim till settlement on behalf of purchaser, and b) promptly make arrangements for repair and/or replacement of any damaged items/lost in transit items irrespective of settlement of claim by the underwriters.
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified place of final destination, defined as the Project Site. including <u>unloading at the site</u>, and all related costs shall be included in the Contract Price.</p>
GCC 25.2	<p>Incidental services to be provided are: As indicated in GCC Clause 25.2</p>
GCC 26.1	<p>The Supplier shall conduct tests to confirm that the goods supplied are as per specification and enclose the test certificate, inspection certificate and calibration along with supply.</p>

Section X –Contract Forms

GCC 26.2	<p>The pre dispatch inspection shall be carried out by Purchaser's nominated inspection agency (purchaser's representative /third party) at supplier's premises. Alternatively the Purchaser may decide to waive the pre dispatch inspection and agree to accept manufacturer's test certificate.</p> <p>In addition to the provisions of GCC 26, the consignee shall inspect the goods on receipt at the project site and verify the documents including inspection certificates and manufacturer's test certificate. In case of any discrepancy, the consignee shall arrange for a joint inspection at the project site, which will be attended by the representatives of the consignee, purchaser, inspection agency and the supplier. The results of such joint inspection shall be recorded and signed by each of the representatives for further necessary action.</p> <p>Unless the full quantity of Goods supplied according to the Schedule of Requirements/each shipment is received in good condition and satisfactorily installed, the Consignee will not accept the Goods and will not issue the Final Acceptance Certificate.</p>
GCC 27.1	<p>The liquidated damages shall be one-half (0.5) percent per week or part thereof and the maximum amount of liquidated damages shall be 10% of the Contract Price.</p>

GCC 28.3	<p>(i) In partial modification of the provisions, the warranty period shall be 18 months from date of acceptance of equipment or 24 months from the date of delivery to the consignee whichever occurs earlier. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these functional guarantees are not attained in whole or in part, the supplier shall at its discretion, either</p> <p>(a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be equivalent to the actual cost of modifications required, subject to a maximum of 10% of the contract cost of the subject equipment..</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>Institute for Design of Electrical Measuring Instruments, Swatantryaveer Tatya Tope Marg, Chunabhatti, Sion, Mumbai – 400 022, INDIA</i></p> <p>(ii) The Supplier shall provide to the Consignee along with the delivery of the Goods, the location, detailed addresses, phone number etc. of Service centres as was specified in the Bid document, and as per the list submitted by the Supplier with the Bid. They should have spares as detailed available with each center on replenishment basis i.e. the spares should be replaced in the inventory within a week of the usage of the same. At any point of time the spares parts should be adequate to take care of the warranty obligations.</p>
GCC 28.5	<p>Upon receipt of such notice, the Supplier shall, within a period of 10 days and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim what so ever, shall lie on the Purchaser for the replaced parts/goods there after.</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 18 months.”.</p>
GCC 31.1	<p>This clause will apply only to variations in VAT/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.</p>

<p>GCC 28 (additional clause 28.7)</p>	<p>Add the following for Warranty.</p> <p>a) Warranty</p> <p>Maintenance and Repair services including testing & calibration, labor and spares shall be provided by the Supplier without any extra charge during the period of warranty as specified in article SCC 28.3.</p> <p>This will be applicable for the design and manufacturing defects.</p> <p>b) Annual Maintenance Contract (AMC)</p> <p>After the warranty period, the Purchaser/Consignees/Government of India may, at the Purchaser / Consignees / Government of India's sole and exclusive discretion, enter into Annual Maintenance Contract (AMC), for a period of 1 year for each item separately at the rates quoted by the Supplier in his bid. The decision of the Purchaser / GOI / Consignee to request or not for AMC services is without any prejudice to Purchaser / GOI / Consignees.</p> <p>The AMC includes repairs of entire system, preventive maintenance testing & calibration, and all software updates.</p> <p>During the Annual Maintenance Contract (AMC) period in case of non-compliance of the above, liquidated damages at the rate of 0.075% of the Contract Price per non-functional unit per day beyond 10 days in a year shall be imposed and equivalent amount shall be deducted from the AMC payment.</p> <p>For both a) and b) above:</p> <p>The maximum response time for maintenance complaint from any part of the country shall not exceed 72 hours including the travel time. The unit must be made functional within 7 working days (including response time) from the time a defect is reported to the Supplier. In case, a replacement of defective Goods needs more than 7 working days, as an interim solution the bidder must make available a Service / Goods part for complete functioning of the Goods within the same specified time frame as mentioned above. However, the defective Goods must be replaced within 30 days.</p>
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SECTION X – CONTRACT FORMS

Table of Forms

1. LETTER OF ACCEPTANCE	161
2. CONTRACT AGREEMENT	162
3. PERFORMANCE SECURITY	164
4. BANK GUARANTEE FOR ADVANCE PAYMENT	166
5. CONSIGNEE RECEIPT CERTIFICATE (FOR 80% PAYMENT)	168
6. FINAL ACCEPTANCE CERTIFICATE (FOR FINAL PAYMENT)	169
7. CONSIGNEE'S RESPONSIBILITIES	170
FOR COMMISSIONING OF EQUIPMENT	170

1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

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

[date]

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 our Agency.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *The Development Commissioner (MSME), Ministry of Micro Small Medium Enterprises, Government of India, and having its principal place of business at 'A' Wing, 7th Floor, Nirman Bhawan, New Delhi (hereinafter called "the Purchaser"),*
and
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").*

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - (a) The letter of Acceptance
 - (b) this Contract Agreement
 - (c) The Supplier's letter of Bid and original completed Schedules including Price Schedules
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (g) *[Add here any other document(s) listed in GCC/SCC as part of contract]*

Section X –Contract Forms

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
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 Union 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 appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

3. PERFORMANCE SECURITY

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *__ [Insert date of issue]*

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

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

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

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

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

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

[signature(s)]

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

Section X –Contract Forms

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

4. BANK GUARANTEE FOR ADVANCE PAYMENT

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

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

[bank's letterhead]

Beneficiary: The Development Commissioner (MSME), Ministry of MSME, Government of India, New Delhi

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*¹⁶ *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*¹⁷.

¹⁶The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁷ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]**[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Section X –Contract Forms

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

5. CONSIGNEE RECEIPT CERTIFICATE (FOR 80 % PAYMENT)

No.

Date

To,

Supplier

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	Technology Centre system Programme
Purchaser	Office of Development Commissioner, Micro Small Medium Enterprises, Ministry of Micro Small Medium Enterprises, Government of India
Contract No. & Date	:
Description of Goods (Lot No.)	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Invoice No. and Date	:
Date of delivery at Consignee destination site	:
Consignee full Address:	<p>Signature of Designated Consignee :</p> <p>Name :</p> <p>Designation :</p> <p>Seal :</p> <p>Contact No. :</p> <p>Fax No.:</p>

Copy To:

Office of Development Commissioner, Micro Small Medium Enterprises, Ministry of Micro Small Medium Enterprises, Government of India

6. FINAL ACCEPTANCE CERTIFICATE (FOR FINAL PAYMENT)

No.

Date

To

Supplier

Project Name	Technology Centre system Programme
Purchaser	Office of Development Commissioner, Micro Small Medium Enterprises, Ministry of Micro Small Medium Enterprises, Government of India
Contract No. & Date	:
Description of Goods (Lot No.)	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Invoice No. and Date	:
Installation Date	
Commissioning Date	
Completion of Training Date	
Date of Final Acceptance	:

Copy To:

Office of Development Commissioner, Micro Small Medium Enterprises, Ministry of Micro Small Medium Enterprises, Government of India

Consignee full Address:

Signature of Designated Consignee :

Name :

Designation :

Seal :

Contact No. :

Fax No.:

7. CONSIGNEE'S RESPONSIBILITIES FOR COMMISSIONING OF EQUIPMENT.

On receipt of a copy of the Contract from the Purchaser, the consignee shall take the following actions:

- (a) Decide the site location for installation or fixing or keeping the equipment and make it fit for the purpose.
- (b) Follow up with the Supplier for sending the Foundation Drawings or the requirements for installation and proving tests of the equipment.
- (c) Construct the foundation for installation of the equipment in accordance with the foundation drawings received in advance from the supplier. For simple equipment, which does not need a foundation, the necessary Testing Rack or Table for fixing the equipment and its proving tests shall be prepared / constructed.
- (d) The facilities required for operation of the equipment, e.g. power connection, water connection and/or compressed air etc. (as necessary) shall be made available near the equipment.