
(Name of organization)

(Address)

Telephones: _____

Gram: _____

Tlx: _____

NATIONAL COMPETITIVE BIDDING FOR
THE SUPPLY OF _____ COMPUTERS

BID REFERENCE :

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT :

LAST DATE FOR SALE OF
BIDDING DOCUMENT :

* LAST DATE AND TIME FOR
RECEIPT OF BIDS :

TIME AND DATE OF OPENING
OF BIDS :

PLACE OF OPENING OF BIDS :

ADDRESS FOR COMMUNICATION :

* *Should be the same as for the deadline for receipt of bids or promptly thereafter*

SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR
THE SUPPLY OF _____ COMPUTERS

SECTION I. INVITATION FOR BIDS (IFB)

Date :

Credit No. :

Loan No. :

IFB No. :

1. The Government of India has received/applied for a Credit (Credit —IN) from the International Development Association and a Loan (Loan —IN) from the International Bank for Reconstruction and Development in various currencies towards the cost of _____ project and it is intended that part of the proceeds of this credit/loan will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. now invites sealed bids from eligible bidders for supply of _____ listed below:
3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the _____, India.
4. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft/Cashier's cheque/Certified cheque in favour of _____, payable at _____.
5. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods.
6. The bidding document may be obtained from the office of _____ during office hours namely, from hrs to hrs, on all working days either in person or by post.
 - (a) Price of bidding document (non-refundable) :
 - (b) Postal charges, inland :
 - (c) Postal charges, overseas :
 - (d) Date of commencement of sale of bidding document :
 - (e) Last date for sale of bidding document :
 - (f) Last date and time for receipt of bids :
 - (g) Time and date of opening of bids :

- (h) Place of opening of bids :
- (i) Address for communication :

- 7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
- 8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
- 9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

SECTION II: INSTRUCTIONS TO BIDDER

SECTION II: INSTRUCTIONS TO BIDDERS
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A. Introduction

1. Source of Funds

- 1.1 The Government of India has received/applied for a Credit/Loan from the International Development Association/International Bank for Reconstruction and Development (hereinafter called Bank) in various currencies equivalent to US Dollars ——— towards the cost of the ————— and intends to apply part of the proceeds of this Credit/Loan to eligible payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2 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 Credit/Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit/Loan Agreement prohibits a withdrawal from the Credit/Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit/Loan Agreement or have any claim to the Credit/Loan proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995, revised January & August 1996, September 1997 and January 1999, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

- 3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement* and all expenditures made under the Contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB) ;
- (b) General Conditions of Contract (GCC) ;
- (c) Special Conditions of Contract (SCC) ;
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Qualification Criteria;
- (g) Bid Form and Price Schedules;
- (h) Bid Security Form;
- (i) Contract Form;
- (j) Performance Security Form;
- (k) Performance Statement;
- (l) Manufacturer's Authorization Form;
- (m) Capability Statement Form; and
- (n) Service Support Details Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by fax or by cable or by fax, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder, 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 furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

[In case the bids are invited for the same item [s] in several schedules :

'The bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which, such bids will not be taken into account for evaluation and will not be considered for award.'

- 11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;
- (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract including the price of annual maintenance services for 3 years after expiry of warranty as indicated in Clause 8 of the Special Conditions of Contract.

11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees:

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 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, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India. *(The item or items for which manufacturer's authorization is required should be specified).*

[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive.]

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three/five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI);

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

- 14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
- (a) a detailed description of the essential technical and performance characteristics of the goods ;
 - (b) 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 for a period of six years, following commencement of the use of the goods by the Purchaser;
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;
 - (d) a confirmation that, if the Bidder offers system and/or other software manufactured by another company, such software operates effectively on the system offered by the Bidder; and the Bidder is willing to accept responsibility for its successful operations; and
 - (e) a confirmation that the Bidder is either the owner of the intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the contract without prejudice of other remedies that the Purchaser and/or the World Bank may take.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V - Schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall:
- (a) at the bidder's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;
 - (b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted; and
 - (e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

- 15.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 34; or
 - (ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for — days after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.
- 18.2 **The inner and outer envelopes shall:**
- (a) be addressed to the Purchaser at the following address:

- (b) bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement "Do not open before —— hours on ——."
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.5 Telex, cable or facsimile bids will be rejected.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- 19.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

- 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 21.3 No bid may be modified subsequent to the deadline for submission of bids.
- 21.4 No bid may be withdrawn 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 bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

E. Bid Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

- 22.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at —— hours on —— and in the following location:

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider

appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

24.1.1 Where the bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedules included in his bid (offer) in the serial order of the Schedule of Requirements of the Bidding Document.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) 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.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Deleted

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

[Where slice/schedule and package procedure is used, state as under:

'The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award [s] for each schedule.'

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

- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

26.3 Deleted.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services [the cost of 3 years annual maintenance service after expiry of warranty period included in incidental services should be discounted as stated in ITB 26.5(e)], the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:

- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract; and
- (d) the availability in India of spare parts and after-sales services for the equipment offered in the bid..

26.5 Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied:

(a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).

The above costs will be added to the bid price.

(b) *Delivery Schedule:*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond months of stipulated delivery period will be treated as non-responsive.

(c) *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of percent per annum. (*Commercial Bank rate of interest plus 2%*).

(d) *Spare Parts and After Sales Service Facilities in India:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(e) Cost of 3 years Maintenance Service after 36 months warranty period:

The cost of 3 years maintenance service charge after the warranty period will be added to bid price for each schedule after discounting to the net present values at a discount rate of 12 percent.

27. Deleted.

28. Contacting the Purchaser

28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. Award of Contract

29. Postqualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the contract satisfactorily.

29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. Purchaser's right to vary Quantities at Time of Award

31.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent the quantity of goods and services originally specified in the Schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

32.1 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 the affected Bidder or bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

35. Performance Security

35.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

35.2 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

36. Corrupt or Fraudulent Practices

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/ Suppliers/ Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank :

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.
- 36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

SECTION III: GENERAL CONDITIONS OF CONTRACT
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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.

3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection & Audit by the Bank

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

- 7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.
- 7.2 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.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check, certified check, or demand draft.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations under the contract and upon the supplier submitting a bank guarantee for a value as specified in Clause 11 of S.C.C. for annual maintenance service after the warranty period, three months prior to the expiry of the validity period of the performance guarantee.
- 7.5 Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit 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.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

- 12.1 Deleted.
- 12.2 Deleted.
- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12.4 Deleted

13. Incidental Services

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

- (a) performance or supervision of the 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 detailed operations and maintenance manual for each appropriate unit of 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.

13.2 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.

14. Spare Parts

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered, commissioned and accepted at the final destination indicated in the Contract, or for 28 months after the date of receipt of goods whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of 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 the invoice or claim by the Supplier.
- 16.4 Payment shall be made in Indian Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and 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 SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, 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 shipping or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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 with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in 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 SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions 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.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1 The Purchaser, by written 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.

27.2 The Goods that are complete and ready for shipment within 30 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:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation..

28.2 If, after thirty (30) 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.

28.2.1 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.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 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.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(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.

30. Governing Language

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

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

33. Taxes and Duties

33.1 Deleted.

33.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section IV. Special Conditions of Contract

Notes on the Special Conditions of Contract

The clauses in this Section IV are intended to assist the Purchaser in providing contract-specific information in relation to corresponding clauses in the general Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Purchaser, the Purchaser's country and the Computer Systems being purchased. In preparing Section IV, supplementary information and amendments to provisions of Section III, as necessitated by the circumstances of the specific procurement, must be incorporated.

Instructions for completing the Special Conditions of Contract are provided in the notes in italics in the text for the relevant SCC. The provisions furnished are samples that are illustrative of the provisions that the Purchaser should draft specifically for each procurement. Care should be taken not to introduce contradictions between the SCC and the GCC, and proper correspondence between referenced requirements in the Technical Specifications and the Schedule of Requirements should be verified.

This SBD is written so that it constitutes a single contract encompassing the complete project life-cycle, including:

- (a) Installation and Acceptance of the Computer Systems;
- (b) The Warranty period, following Acceptance and during which the Computer Systems are in operation; and
- (c) The Maintenance Period, which includes annual maintenance cost components of the Contract.

Maintenance Contracts must be finalized separately from this Contract. However, the requirements for the quotation of annual maintenance costs must be retained in the Technical Specifications, and in the evaluation of bids -- to ensure that Bidders' capabilities and bid costs are evaluated over the entire project life-cycle.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

SECTION IV: SPECIAL CONDITIONS OF CONTRACT
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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. **Definitions (GCC Clause 1)**

- (a) The Purchaser is
- (b) The Supplier is

2. **Country of Origin (GCC Clause 3)**

All countries and territories as indicated in Section XIII of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement”.

3. **Performance Security (GCC Clause 7)**

- 3.1 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 5% of the contract value excluding annual maintenance cost, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

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 36 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

- 3.2 Substitute Clause 7.3 (b) of the GCC by the following:

A cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order drawn in favour of the Purchaser.

- 3.3 Substitute Clause 7.4 of the GCC of the following:

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 the warranty obligation, under the contract and following receipt of a performance guarantee for 2.5% of the contract value excluding annual maintenance costs towards guarantee for the annual maintenance as stated in Clause 10 of SCC.

- 3.4 Add as Clause 7.6 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 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.

4. **Inspection and Tests (GCC Clause 8)**

GCC 8.1 Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, as stated in Clause 21 of S.C.C. the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified in Section V should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
- (ii) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% (*to modify as considered appropriate for each case*) for the duration of test period shall be considered as satisfactory.
- (iii) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

Add the following new GCC Clauses:

GCC 8.6 Manuals and Drawings

- 8.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 8.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 8.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

GCC 8.7 For the System & Other Software the following will apply :

The Supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

GCC 8.8 Acceptance Certificates:

- 8.8.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.
- 8.8.2 The training as per clause 24 of Special Conditions of Contract shall be conducted on the dates mutually agreed upon and within two months from the date of acceptance of supply.

5. Packing (GCC Clause 9)

Add as Clause 9.3 of the GCC the following:

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, the following:

i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number.

6. Delivery and Documents (GCC Clause 10)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii)copies of packing list identifying the contents of each package.
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. **Insurance (GCC Clause 11)**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse (final destinations)" on "All Risks" basis including War Risks and Strikes.

8. **Incidental Services (GCC Clause 13)**

8.1 The following services shall be furnished and the cost shall be included in the contract price:

- a. Performance of the on-site assembly, commissioning and start-up of the equipment.
- b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- c. Training of the Purchaser's personnel at the Supplier's office or other facility, in the installation and operation of the computer hardware, utilities and all contracted software, as specified in the Clause 24 of S.C.C.
- d. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
- e. Maintenance and/or repairs of the supplied goods for a period of three years after the end of the warranty period. The bidder should indicate the spares and their costs, if any, which are not included in the maintenance contracts.
- f. The Annual Maintenance Contract (AMC) will be comprehensive and will cover the cost of all the spare parts required for replacement/repair the computer system except consumable items like printer-bands, printer-ribbons, printer-heads, stationery etc. The AMC may be on regular basis to ensure the minimum downtime of the system. In other words AMC should assure 98% uptime of all computer systems/peripherals.

9. **Spare Parts (GCC Clause 14)**

GCC 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares. Suppliers in India. Supplier shall ensure the availability of after sales service for a period of at least six years including the warranty period.

10. **Warranty (GCC Clause 15)**

10.1 GCC 15.2 In partial modification of the provisions, the warranty period shall be 36 months from the date of acceptance of the Goods or 39 months from the date of shipment, 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 guarantees are not attained in whole or in part, the Supplier shall, 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 SCC4.

Substitute Clause 15.4 of the GCC by the following:

“Upon receipt of such notice, the Supplier, within the period specified in SCC, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

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 36 months.”

10.2 The period for correction of defects in the warranty period specified in 15.4 and 15.5 of GCC is _____(specify as required).

10.3 The supplier shall guarantee a 98% uptime of computer systems/peripherals.

10.4 If any computer systems/s gives continuous trouble, say six times in one month during the warranty period, the supplier shall replace the system with new system without any additional cost to the purchaser.

10.5 Maintenance service

- i) Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, for next three years, annual maintenance and repairs of the entire system including supply of spares etc. will be done by the Supplier. The annual maintenance and repair cost (after warranty period) shall be paid in equal quarterly installments at the end of each quarter from the date of completion of the warranty subject to satisfactory services rendered as specified in the bid document and the resultant contract as per the rates quoted in the price schedule.
- ii) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier’s maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours.
- iii) It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 100 per day per item. The amount of penalty will be recovered from the Performance Security guarantee during warranty period. During annual maintenance contract period, the penalty of Rs. 100 per item per day will be recovered from the amount of annual maintenance charges.
- iv) The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

11. **Payment (GCC Clause 16)**

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) *On Delivery*: Eighty percent of the Contract Price of the goods excluding maintenance and/or repair charges shall be paid on receipt of goods and upon submission of the documents specified in Clause 6 above;
- (ii) *On Final Acceptance*: the remaining twenty percent of the Contract Price of the goods received excluding maintenance and/or repair charges shall be paid within 30 days after the date of the Acceptance Certificate issued by the Purchaser's representative for the respective delivery, commissioning and training
- (iii) Charges for Incidental services mentioned in Clause 8(e) of SCC will be paid after completion of warranty i.e., after satisfactory completion of 3 years from the date of installation, commissioning and acceptance of the system in equal quarterly installments at the end of each quarter as per the rates quoted in the price schedule against a bank guarantee for 2.5% of the cost of the equipment excluding annual maintenance costs in the form provided in bidding documents valid for 36 months from the date of completion of the warranty period.

Note: (i) *Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;*

(ii) *The LC will be confirmed at Supplier's cost if requested specifically the Supplier; and*

(iii) *If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.*

12. **Prices (GCC Clause 17)**

Substitute Clause 17.1 of the GCC with the following:

17.1 Prices payable to the Supplier as stated in the Contract shall be fixed during the performance of the Contract.

13. **Sub-contracts (GCC Clause 21)**

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies

14. **Liquidated Damages (GCC Clause 23)**

14.1 For delays :

GCC Clause 23.1 -- The applicable rate is 0.5% per week and the maximum deduction is 10% of the contract price.

15. **Settlement of Disputes (Clause 28)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).
- (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 *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre of Alternative Dispute Resolution (India).
- (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 Presiding Arbitrator shall be nominated by *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, who shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at _____ India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (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.
- (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 *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

(* Delete whichever is not applicable.)

16. **Notices (Clause 32)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:
.....
.....
.....

Supplier: (To be filled in at the time of Contract signature)

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

17. **Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

18. **Supplier Integrity:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

19. **Supplier's Obligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

20. **Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

21. **Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the

installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

22. **Hardware Installation:**

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

23. **Hardware Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine (*to modify as considered appropriate for each case*) worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

24. **Training:**

For each hardware and software component installed, the Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively operate the total system. The training schedule will be agreed to by both parties during the performance of the Contract.

25. **Technical Documentation:**

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

SECTION V: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

(To be inserted in the Bidding Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and bid security.)

Part - I

<u>Serial Number</u>	<u>Brief Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Delivery Schedule</u>	<u>Bid Security in Rupees</u>
	<u>Schedule I</u>			Delivery in _____ weeks/ months from _____* at destination (project site)	
	<u>Schedule II</u>				

Part - II

- * The Purchaser must specify here the date from which the date of delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross reference to this Schedule.

SECTION VI: TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a pre-requisite for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their bids. In the context of National Competitive Bidding (NCB), the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. Their specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged by the Bank. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate sub-section. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause : Equivalency of Standards and Codes

Where reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Please keep the following checklist in view while framing your requirements for Personal Computers.

Items	Acceptability	Your Check list
PROCESSOR	NO	Some vendors supply slower processors, or processors spuriously marked to higher speed. This means you are getting a PC that is under configured.
	YES	Look for the Intel Inside Pentium II or equivalent processor logo. It ensures that you get the best performance in your PC.
OPERATING SYSTEM	NO	It is not possible to test a machine for quality and compatibility if Operating System is missing.
	NO	Using copied software can create viruses and be unreliable causing breakdown of your PC.
	YES	A Standard machine should come with Operating System. Ask for a genuine copy of Microsoft Windows 95 or equivalent with license and media.
MOUSE	NO	While you can buy a mouse for as low as Rs. 150/-, the quality and life of the mouse is pathetic. You might need to change the mouse like a consumable.
	YES	For reliable and rugged quality ask for known brand like Microsoft Intellimouse or equivalent.
HARD DISK	NO	You can get cheaper PCs with outdated hard disks which are slower.
	Yes	Check for the latest Ultra-DMA technology or equivalent in the hard disk.
MOTHER-BOARD	NO	Inferior or used motherboards are available at throwaway prices.
	YES	Insist on boards supporting features like Ultra DMA / PS2 / USB or equivalent.

MONITOR	NO	The price quoted or advertised might not include a Monitor or include an inferior monitor.
	YES	Ask for non-interlaced, SVGA monitor or equivalent with a good picture tube for best image.
SOUND CARDS	NO	You can get very cheap PCs with featureless sound cards.
	YES	Check for features like 3D Sound, full duplex cards for best multimedia results.
QUALITY	NO	PCs assembled manually fail more often because of repeated exposure to electrostatic discharge.
	YES	For better reliability always insist on machines from manufacturers with ISO 9002 certification.
WARRANTY	NO	On site maintenance charges are sometimes not included in the price quoted or advertised but are finally charged additionally. With bringing maintenance you will have to take your PC to service centre every time there is a problem.
	YES	Ask for a price inclusive of On Site Maintenance.

SECTION VI - TECHNICAL SPECIFICATIONS

[Text of Technical specifications to be inserted in the Bidding Documents by the Purchaser, as applicable]

Note: Kindly indicate clearly in your technical specification the desired range of mean time between failures (MTBF) for the processor.

SECTION VI A

(Referred to in Clause 13.3 (b) of ITB Bid Data Sheet)

QUALIFICATION REQUIREMENTS

(Computers)

1.
 - (a) The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'schedule of requirements' upto at least % *[indicate the percentage as considered appropriate – usually not less than 80% of the requirement]* of the quantity required in any one of the last 3 years. The equipments offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been released on or after *[indicate year of model as appropriate]* and be in satisfactory operation for months as on date of bid opening.
 - (b) Bids of bidders quoting as authorized representative of a computer manufacturer, meeting with the above requirement in full, can also be considered provided :
 - (i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
 - (ii) the bidder, as authorized representative, has supplied, installed and commissioned satisfactorily at least 30 % of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least 6 months on the date of bid opening and must be providing annual maintenance services for the above computer installations in centres in the country for over one year.
2. The bidder should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XI.
3. All bids submitted shall also include the following information along with formats under Section XV.
 - (i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
 - (ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.
 - (iii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
 - (iv) Details of Service Centres and information on service support facilities that would be provided after the warranty period [in the Service Support Form given in Section XIV].
 - (v) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.

SECTION VII: BID FORM AND PRICE SCHEDULE

SECTION VII: BID FORM

Date :.....
Credit/Loan No :.....
IFB No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding documents for the sum of (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Amount	Rupees	
Name and address of agent		Purpose of Commission or gratuity

(if none, state "none").

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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".

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this day of 19

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE

Insert Format for Price Schedule here

PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST
AFTER WARRANTY PERIOD

A	B	C	D	E
Schedule No.	Item Description	Quantity	Annual Maintenance & Repair Cost for each unit per year Rs./Year	Total Maintenance charges for 3 years in Rupees

Note: In case of discrepancy between unit price and total price, the unit price shall prevail.

Signature of the Bidder: _____

Name : _____

Business Address: _____

Place:

Date:

SECTION VIII: BID SECURITY FORM

SECTION VIII: BID SECURITY FORM

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated
(*date of submission of bid*) for the supply of (*name and/or description of the goods*)
(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (name of
country), having our registered office at (*address of bank*) (hereinafter called "the Bank"), are
bound unto (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of
_____ for which payment well and truly to be made to the said Purchaser, the Bank
binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank
this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
or
 - (b) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

¹ *Name of Bidder*

SECTION IX: CONTRACT FORM

SECTION IX: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between (*Name of purchaser*) of (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (*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 (*Contract Price in Words and Figures*) (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 be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total PRICE	DELIVERY TERMS
---------	---------------------------------------	-------------------------	------------	-------------	----------------

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

**SECTION X: PERFORMANCE AND ANNUAL
MAINTENANCE SECURITY FORMS**

SECTION X/1. PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award)
No..... dated,..... 20... to supply.....(Description of
Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with
a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the
Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier, up to a total of (Amount of the Guarantee in
Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to
be in default under the Contract and without cavil or argument, any sum or sums within the limit of
..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds
or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....
Date.....20....
Address:.....
.....
.....

SECTION X/2

FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE SECURITY FORMS

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.: Date:.....

To..... (Name of the Purchaser)

Whereas (Name of the Purchaser) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... 20... to supply (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs. (Amount of guarantee in words and figures) being 2.5% of the total cost of equipment and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of 20.....

Signature and Seal of Guarantors

.....
.....
Date: 20.....

NOTE:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

SECTION XI: PERFORMANCE STATEMENT

Please attach "Proforma for Performance Statement"

SECTION XII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated

To

Dear Sir:

IFB No.

We _____ who are established and reputable manufacturers of
(*name and descriptions of goods offered*) having factories at _____ (*address of factory*) do hereby
authorize M/s _____ (*Name and address of Agent*) to submit a bid, and sign the contract
with you for the goods manufactured by us against the above IFB.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of
Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply
by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a
person competent and having the power of attorney to legally bind the manufacturer. It should be
included by the Bidder in its bid.*

(The item or items for which this is required should be specified by Purchaser.)

SECTION - XIII

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

As of March 2000¹

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA².

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- San Marino
- Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to

- Iraq

Notes:

1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>.
2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

Section XIV

Please insert Table on Service Support Details

8. Personnel/Organization:

Give Organization chart for following indicating clearly the No. of employees at various levels.

- 0. Quality assurance
- 1. Production
- 2. Marketing
- 3. Service
- 4. Spare parts
- 5. Administrative

9. Nearest service centres to each of the destination installations:

Location _____

Phone No. _____

Year of Establishment _____

10. Details of Organization at Service Centre

- a) No. of skilled employees _____
- b) No. of Unskilled employees _____
- c) No. of Engineering employees _____
- d) No. of Administrative employees _____
- e) List of special repair/workshop facilities available _____
- f) The storage space available for spare parts (sq.m.) _____
- g) Value of minimum stock of spares available at all the service centres in respective currency _____
- h) Value of the modes/types by number of equipment serviced by the centre in the last 2 years _____

11. Names of two buyers to whom similar equipment was supplied in the past and to whom reference may be made by the Purchaser regarding the bidder's technical and delivery ability.

1) _____

2) _____

12. Technical Details (Clause 14 of ITB)
(This is a sample and needs to be changed appropriately for each bid)

Note : These details should be furnished separately for each type of PC, Software and Hardware in the schedule of requirements.

A. HARDWARE

Sl. No	Particulars	Work Station	Main Server	Supervisory Node	Diskless Node	PCs
2	CPU :					
2.1	Brand Name					
2.2	Clock Speed					
2.3	Cache on Board					
2.4	Cache on Chip					
3.	MEMORY					
3.1	Size					
3.2	Access time					
3.3	Cycle time					
3.4	Access width in Bytes					
3.5	Chip Capacity					
3.6	Maximum memory size supported					
3.7	RAM speed					
4	Mother Board					
5	IDE integrated on PCI Bus					
6	PCI FASTSCS II on server					
7	MSL Card for UTP					
8	Key Board					
9	HARD DISK					
9.1	Make					
9.2	Size					
9.3	Speed					
9.4	Capacity formatted					
9.5	Data Transfer Rate					
9.6	Sustained Data Tr. Rate					
10	MONITOR ;					
10.1	Mono/ Colour					
10.2	Model/ Make					
10.3	Screen size					
10.4	Controller					
10.5	Display buffer size					
10.6	VRAM					
10.7	Graphic Acceleration Details					

11	ETHERNET CARD :					
11.1	IEEE 802. 3 Support					
11.2	Thin, thick & UTP interface					
12	FLOPPY DRIVES :					
13	SERIAL PORTS :					
13.1	USART 16550A					
14	EPP based parallel Port :					
15	PCI Slots :					
16	ISA Slots :					
17	BAYS :					
17.1	On the main cabinet					
17.2	On the external cabinet					
18.	OS CERTIFICATION					
	For e.g. From Windows 95, SCO Unix, Oracle, etc.					
19	DAT DRIVE ;					
19.1	Capacity					
19.2	Compatibility across system					
19.3	Transfer rate					
19.4	Model & Make					
20	CD ROM Drive :					
21	HUB :					

Sl. No	ITEM	PARTICULARS
22	HEAVY DUTY PRINTER	
22.1	Line Matrix heavy duty	
22.2	Speed	
22.3	Interface	
22.4	Max. Column size	
22.5	Font selection	
22.6	Print sizes	
22.7	Paper feed	
22.8	Model & Make	
22.9	Physical Characteristic	
23	DOT MATRIX PRINTER	
23.1	Speed	
23.2	Interface	
23.3	Max. Column size	
23.4	Font selection	
23.5	Print sizes	
23.6	Paper feed	
23.7	Model & Make	
23.8	Physical Characteristic	

Sl. No	ITEM	PARTICULARS
24	INKJET PRINTER	
24.1	Speed	
24.2	Resolution	
24.3	Colour	
24.4	Size	
24.5	Interface	
24.6	Font Selection	
24.7	Paper feed	
24.8	Model & Make	
24.9	Physical Characteristic	
25	LASERJET PRINTER	
25.1	Speed	
25.2	Resolution	
25.3	Colour	
25.4	Size	
25.5	Interface	
25.6	Font Selection	
25.7	Paper feed	
25.8	Model & Make	
25.9	Physical Characteristic	

Sl. No	ITEM	PARTICULARS
26	PLOTTER	
26.1	Size	
26.2	Model & Make	
26.3	Speed	
26.4	Interface	
26.5	Memory	
26.6	Media Type	
26.7	Colour	
26.8	Compatibility	
26.9	Physical Characteristic	
27	DIGITIZER	
27.1	Size	
27.2	Model & Make	
27.3	Interface	
27.4	Compatibility	
27.5	Physical Characteristic	
28	SCANNER	
28.1	Size	
28.2	Model & Make	
28.3	Interface	
28.4	Software	
28.5	Compatibility	
28.6	Resolution	
28.7	Physical Characteristic	

29. Expandability

Type of device	Minimum	Maximum

SOFTWARE

Sl. No	ITEM	PARTICULARS
01	System Requirement	
02	Operating System	
03	Modules	
04	Package Contents	
05	Date importing	
06	Manuals (No. of Copies)	
07	Optional item	
08	Application	
09	Software support	
10	Owner the Software Proprietary Software	
11	Software package	
12	Training	

Hardware Downtime :

What is the minimum downtime you will guarantee on each of the following items. (This is defined as the number of days for which an item of equipment is not usable because of inability of the supplier to repair it).

Item	No. of day of max down time
- Workstation	
- Supervisory Node	
- Disk less Node	
- Pentium PCs	
- Monitor on PC	
- Key Board	
- Winchester Disk Drive	
- Floppy Disk Drive	
- DAT Drive	
- CD ROM Drive	
- Power Supply Unit	
- Dot Matrix Printer	
- I/O Controller	

- Note :**
1. The average down time of each item should not exceed half the maximum down time.
 2. If the maximum down time during use in warranty/ maintenance period exceeds the maximum down time as specified in the bid, the supplier should arrange immediate replacement. Failure to arrange for the immediate replacement shall render the supplier liable to a penalty as specified in the special conditions of contract.

Signature of the Bidder _____

Business Address _____

*NR/ls
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Tuesday, October 01, 2002*