

**INDIA**

**UTTAR PRADESH**

**U.P. WATER SECTOR RESTRUCTURING PROJECT  
(UPWSRP)**

**IDA CREDIT NO: 3602-IN**

**INTERNATIONAL COMPETITIVE BIDDING (ICB)  
DOCUMENT**

**NO: 22/ICB/UPWSRP/PACT/On-Line Automatic Weather  
Stations/09-10**

**FOR THE SUPPLY OF  
ONLINE AUTOMATIC WEATHER STATIONS  
ALONGWITH SENSORS**

**CHAIRMAN, PACT  
UP WATER SECTOR RESTRUCTURING PROJECT  
IRRIGATION DEPARTMENT  
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**Issued to M/s .....**

**and it contains from page 1 to page .....**

**Procurement Specialist, PACT**

**Invitation for Bids (IFB)**

**INDIA  
UP Water Sector Restructuring Project (UPWSRP)  
IDA Credit No.3602-IN  
International Competitive Bidding (ICB)  
FOR THE SUPPLY OF  
ONLINE AUTOMATIC WEATHER STATIONS  
ALONGWITH SENSORS**

**Date: 09-03-2010**

**IFB No: 22/ICB/UPWSRP/PACT/On-Line Automatic Weather Stations/09-10**

1. The Government of India has received a credit from the International Development Association (IDA) toward the cost of **UP Water Sector Restructuring Project (UPWSRP)**, and it intends to apply part of the proceeds of this credit to payments under the contract for Bid No. **22/ICB/UPWSRP/PACT/On-Line Automatic Weather Stations/09-10** for the supply of Online Automatic Weather Stations along with Sensors.
2. The Chairman, Project Activity Core Team (PACT), UPWSRP on behalf of Government of Uttar Pradesh now invites sealed bids from eligible and qualified bidders for *purchase of 26 nos. Online Automatic Weather Stations along with Sensors, all allied civil works and installation including integration of all the weather stations to Data Center of PACT on turnkey basis:*

**The bidding document shall be made available for sale from 11-03-2010 to 26-04-2010 on all working days from 11:00 Hrs to 16:00 Hrs IST.**

3. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*, and is open to all bidders from eligible source countries as defined in the Guidelines.
4. Interested eligible bidders may obtain further information from **Procurement Specialist, PACT, UP Water Sector Restructuring Project** and inspect the bidding document at the address given below **from 1200 hours IST to 1500 hours IST on any working day from 11-03-2010 to 26-04-2010.**
5. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the address below and upon payment of a nonrefundable fee of **Indian Rupees Three Thousands (Rs. 3000.00) or equivalent in a convertible currency by demand draft / Banker's cheque in favour of Chairman, PACT, UPWSRP payable at Lucknow, India.** The bid documents may be sent by Speed Post or courier service if requested so on receipt of the cost of the bid document.
6. Detailed technical specifications for all the items of the schedule included in this invitation for bids (IFB) are contained in one single bidding document. Bidders need not purchase more than one set of bid document. **Bidders are required to**

**quote for the full quantity of all items of the schedule, failing which such bids will be considered as non-responsive.**

7. **Bids must be delivered to the address below on or before 1400 hours IST on 27-04-2010. All bids must be accompanied by a bid security of Indian Rupees Three hundred thousand (Rs. 3,00,000=00) or an equivalent amount in a freely convertible currency.** The bid documents may be sent by Speed Post or courier service if requested so on receipt of the cost of the bid document plus Rs. 200 for National or Rs. 1000 for International destination. The PACT office shall not be responsible for any postal delays. **Late bids will be rejected.** Bids will be opened in the presence of the bidders' representatives who choose to attend **at 1500 hours IST on 27-04-2010** at the address given below. **Electronic bidding will not be permitted.**
8. Qualification Requirements are given in Section III of bidding document. The purchaser will grant a margin of preference to the goods manufactured in the Purchaser's country for the purpose of bid comparison. Additional details are provided in the bidding documents.
9. **A pre-bid meeting with potential bidders will be held 30-03-2010 at IST 1500 hrs in committee room of PACT office.**
10. The bid document can also be downloaded from our website <http://irrigation.up.nic.in> ; <http://upgov.nic.in> & [www.idup.gov.in](http://www.idup.gov.in) and the cost of the bid document shall be deposited in Indian Rupees Three Thousands (Rs. 3000.00) or equivalent in a convertible currency by demand draft/ Banker's cheque in favour of Chairman, PACT, UP Water Sector Restructuring Project payable at Lucknow, India at the time of submission of bid.

**Chairman, PACT**

**Procurement Expert, PACT**

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## **PART 1 – Bidding Procedures**



# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
  - 3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed

contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (bb) acts intended to materially impede the exercise

<sup>1</sup> *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

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

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

<sup>4</sup> *“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

<sup>5</sup> *a “party” refers to a participant in the procurement process or contract execution.*

of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
- (d) will sanction a firm or individual, including declaring 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, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

#### **4. Eligible Bidders**

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties

in this bidding process, if they:

- (a) are or have been associated in the past, 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 these Bidding Documents ; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

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

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

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

## B. Contents of Bidding Documents

### 6. Sections of Bidding Documents

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

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

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

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

- Section VI. Schedule of Requirements

#### **PART 3 Contract**

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

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### 7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the

Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

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

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
  - (e) documentary evidence in accordance with ITB Clause 17,

that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS.**

**12. Bid Submission Form and Price Schedules**

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**13. Alternative Bids**

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

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use

transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to*

*quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

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

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each

lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- |   |  |
|---|--|
| <b>15. Currencies of Bid</b>  | <p>15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the <b>BDS</b>.</p> <p>15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's Country.</p>   |
| <b>16. Documents Establishing the Eligibility of the Bidder</b>                     | <p>16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.</p>   |
| <b>17. Documents Establishing the Eligibility of the Goods and Related Services</b> | <p>17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p>  |
| <b>18. Documents Establishing the Conformity of the Goods and Related Services</b>  | <p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.</p> <p>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.</p> <p>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing</p> |

functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**19. Documents  
Establishing the  
Qualifications  
of the Bidder**

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Period of  
Validity of Bids**

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

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without

forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## 21. Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 43;
    - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.
- 21.7 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

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

## 22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

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

#### **D. Submission and Opening of Bids**

#### **23. Submission, Sealing and Marking of Bids**

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

- 23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

#### **24. Deadline for Submission of Bids**

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

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

#### **25. Late Bids**

- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause

24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

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

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

**27. Bid Opening**

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder.

No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

### **E. Evaluation and Comparison of Bids**

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding

process, it should do so in writing.

- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Purchaser

shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**32. Preliminary Examination of Bids**

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

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

**33. Examination of Terms and Conditions; Technical Evaluation**

33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material

deviation or reservation.

- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- 35. Domestic Preference**
- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 36. Evaluation of Bids**
- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's

Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

**37. Comparison of Bids**

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

**38. Postqualification of the Bidder**

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

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

- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### **F. Award of Contract**

- 40. Award Criteria**
- 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42. Notification of Award**
- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Purchaser shall publish in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

**43. Signing of Contract**

- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**44. Performance Security**

- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <b>Chairman, PACT, UP Water Sector Restructuring Project on behalf of Government of Uttar Pradesh</b>
ITB 1.1	The name and identification number of the ICB are: <b>The supply of Online Automatic Weather Stations alongwith sensors against NO: 22/ICB/UPWSRP/PACT/On-Line Automatic Weather Stations/09-10</b>
ITB 2.1	The Borrower is: <b>Government of India (GOI)</b>
ITB 2.1	The name of the Project is: <b>Uttar Pradesh Water Sector Restructuring Project (UPWSRP)</b>
ITB 4.3	A list of firms debarred from participating in World Bank projects is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
	<b>B. Contents of Bidding Documents</b>
ITB 7.1	For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is: <b>Attention:</b> Procurement Specialist, PACT, UP Water Sector Restructuring Project, Irrigation Department, Uttar Pradesh WALMI Bhawan, Utrethiya, Telibagh, LUCKNOW-226026, Uttar Pradesh, India Phone: 91-522-2441620 & 91-522-2441631 Extn. 322 Fax: 91-522-2442591 <b>e-mail : proc_expert_pact@idup.gov.in</b>
	<b>C. Preparation of Bids</b>
ITB 10.1	The language of the bid is: <i>"English"</i>
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: <i>Certificate issued &amp; signed by Incharge of the office regarding performance of the Weather Stations in last three years</i>

ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The Incoterms edition is: <i>Incoterms 2000</i>
ITB 14.6 (b) (i) and (iii)	Place of Destination: The named place of destination Office of Survey Expert, PACT, Lucknow (i) The contract of carriage shall include the cost of unloading the goods at destination, as well as payment by the Supplier of the cost of custom formalities, duties, taxes or other charges payable on the foreign Goods for their transit through any country other than the Purchaser's country.
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: The final destination is specified in Schedule of Requirements (Section VI).
ITB 14.6 (b) (iii)	Deleted
ITB 14.7	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at least to <i>100 %</i> of the items specified for each lot.
ITB 15.1	The Bidder <i>is</i> required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 06 Years
ITB 19.1 (a)	Manufacturer’s authorization is: <i>required</i>
ITB 19.1 (b)	After sales service is: <i>required</i>
ITB 20.1	The bid validity period shall be <i>180</i> days.
ITB 21.1	Bid shall include a Bid Security issued by bank included in Section IV Bidding Forms
ITB 21.2	The amount of the Bid Security shall be: <b>Rupees Three Lac (RS 3,00,000.00)</b> or equivalent in other convertible currencies
ITB 21.7	Not applicable

ITB 22.1	In addition to the original of the bid, the number of copies is: <b>Two</b> <b>(total three including original)</b>
<b>D. Submission and Opening of Bids</b>	
ITB 23.1	Bidders <b>shall not</b> have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>Not applicable</i>
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks:  Title : <b>Supply of online automatic weather stations along with sensors</b>  <b>NO: 22/ICB/UPWSRP/PACT/On-Line Automatic Weather Stations/09-10</b>
ITB 24.1	For bid submission purposes, the Purchaser's address is:  <b>Procurement Specialist, PACT, UP Water Sector Restructuring Project, Irrigation Department, Uttar Pradesh WALMI Bhawan, Utretiya, Telibagh, LUCKNOW-226026, Uttar Pradesh, India Phone: 91-522-2441620 &amp; 91-522-2441631 Extn. 322 Fax: 91-522-2442591 e-mail : proc_expert_pact@idup.gov.in</b>  The deadline for the submission of bids is: Time & Date: <b>IST.1400 Hours on 27-04-2010 (April 27, 2010)</b>
ITB 27.1	The bid opening shall take place at:  <b>Committee Room of PACT UP Water Sector Restructuring Project, Irrigation Department, Uttar Pradesh WALMI Bhawan, Utretiya, Telibagh, LUCKNOW-226026, Uttar Pradesh, India</b>  Time & Date: <b>IST 15:00 Hours on 27-04-2010 (April 27, 2010)</b>
ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>Not applicable</i>

<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 34.1</b>	<p>Currency chosen for the purpose of converting to a common currency is <b>Indian Rupees</b>. Source of exchange rates is BC selling market exchange rates established by State Bank of India.</p> <p>Date of exchange rate is date of bid opening.</p>
<b>ITB 35.1</b>	<p>Domestic preference <i>shall</i> be a bid evaluation factor.</p> <p><i>[If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
<b>ITB 36.3(a)</b>	<p>Technical evaluation will be done for complete goods and services consisting of items mentioned in Schedules 1, 2 and 3 of the IFB by Survey Expert, PACT.</p>
<b>ITB 36.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: Yes (the adjustment factor shall be @1/2% of the bid price per week or part thereof).</li> <li>(b) Deviation in payment schedule: No.</li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: No.</li> <li>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid; <i>No</i>.</li> <li>(e) the projected operating and maintenance costs during the life of the equipment <i>No</i>.</li> <li>(f) the performance and productivity of the equipment offered; NO</li> </ul>
<b>ITB 36.6</b>	<p>Bidders <i>shall not</i> be allowed to quote separate prices for one or more lots. Bidders shall mention separate prices for each of the 3 items mentioned in the IFB. Evaluation shall be done for all the items together and only one contract shall be awarded for complete goods and services."</p>
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be increased is: <i>20 percentage</i>. The maximum percentage by which quantities may be decreased is: <i>20 percentage</i>.</p>

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

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

### **Contents**

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post qualification Requirements (ITB 38.2)

## 1. Domestic Preference (ITB 35.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (named place of destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award."

## 2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

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

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VI, Delivery Schedule.*

(b) Deviation in payment schedule. *[insert one of the following ]*

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

**or**

(ii) *The SCC stipulates the payment schedule specified 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 with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 36.3 (d).*

(c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 18.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

**or**

(ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 18.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*

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

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

- (f) Performance and productivity of the equipment. *[insert one of the following]*

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 36.3(d).

**or**

- (ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3(d).

- (g) Specific additional criteria

*Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 36.3(d) ]*

### **3. Multiple Contracts (ITB 36.6)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
- (i) the lowest-evaluated bid for each lot and

- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

#### 4. Post qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

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 on turnkey basis up to at least 1 job with 5-10 data loggers with wireless communication technology and the same should be in satisfactory operation for at least six months as on date of bid opening.
  - (b) Bids of bidders quoting as authorized representative of required equipment manufacturer meeting with the above requirement in full, can also be considered provided:
    - (i) the manufacturer furnishes a legally enforceable authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
    - (ii) the bidder, as authorized representative, has supplied, installed, commissioned on turnkey basis up to at least 1 job with 5-10 data loggers with wireless communication technology and the same should be in satisfactory operation for at least six months as on date of bid opening.
2. The Manufacturer & bidder should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section IV duly supported with relevant documentation. **The bidder should note that no further correspondence will be made with the bidder regarding qualification requirement after opening of the bids.**
3. All bids submitted shall also include the following information along with formats provided in the section.
  - (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 Manufacturer & 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 Manufacturer & 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 in the warranty period. The bidders should note carefully that support services are very important aspect of the project therefore descriptive plan to meet out this requirement is to be submitted by the bidders, failing which their bid may be considered non-responsive.
- (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. **The total turnover of the bidder in any one the last two years in the similar field should be more than Rs. 3.0 crores.**

**1. Perfoma for Performance Statement (for a period of last three years)**

Bid No. ....

Date of opening .....

Time ..... Hours

Name of the Firm.....

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

Signature and seal of the Bidder

.....

.....

**FORM 2:  
SERVICE SUPPORT DETAILS**

Name of Service Stations	Destination Address and District	DETAILS OF SERVICE CENTRES EXISTING IN UTTAR PRADESH AND AT NEAR LOCATIONS OUTSIDE OF THE STATE TO COVER BORDER DISTRICTS OF UTTAR PRADEH					
		Location		Status of Office Working Days and Hours	Number of service Engineers	Number of service Staff	Value of Min. Stock Available at all times
		Phone No. /Mobile phone No.	Telex /Fax No.				

Signature and Seal of the Manufacturer/Bidder

### 3. FORMAT FOR QUALIFICATION APPLICATION

All the bidders submitting their bids against this bid for any or all items must submit the qualification application along with the information in the following formats together with the relevant documentation:

#### FINANCIAL BUSINESS AND TECHNICAL CAPABILITY FORMAT -A

Name and address of Bidder

Phone:

Telex:

Fax :

1. Latest Balance Sheet filed with-----on------(Attach audited copies of annual accounts of past 3 years. Indigenous bidders to attach copy of accounts audited under section 44 AB of Income Tax Act. In case the accounts are not required to be audited, the information in this statement should be attested by a Chartered Accountant or Manager of a reputable Bank.

2. Latest Profit & Loss Statement from-----to-----filed with-----on-----.(Attach an audited copy)

3. Financial position (in the respective currency)

- a) Cash & Bank balances
- b) Fixed Assets Gross and Net
- c) Current Assets
- d) Current Liabilities
  - Bank cash credit
  - Loans
  - Others (including sundry creditors)
- e) Provisions
- f) Contingent Liability (include claims not acknowledged, pl. specify)
- g) Inventories
- h) Share Capital
  - Free Reserves
  - Other reserves (Please specify)
- i) Terms loans from financial institute & Banks
- j) Working Capital
- k) Net worth
- l) Debtors & advances considered good more
  - than 6 months
  - less than 6 months

- 4) Total liabilities
  - a) Current Ratio  
Current Assets to  
Current liabilities
  - b) Acid Test Ratio
  - c) Total liability to Net worth
  
- 5) Net Sales (in respective currency)
  - a) Current period
  - b) During the last financial year
  - c) During the year before last financial year
  
- 6) Net Profit before Tax
  - a) Current period
  - b) During last financial year
  - c) During the year before the last financial year

The profit and loss statements have been certified through-----  
-----by-----.

- 7) Bidders' Financial arrangements (check appropriate item)
  - a) Own Resources
  - b) Bank Credits
  - c) others (specify)
  
- 8) Certificate of Financial Soundness from bankers of Bidders.
  
- 9) Income Tax clearance [for Bidders from India only]  
Please enclose copies of following documents:
  - a) Details of Income Tax registration; and
  - b) Last Income Tax clearance certificate

10) SALES:

Category	value of current orders to be executed in respective currency	Value anticipated sales for next financial year in respective currency
----------	---	--

- A) Govt. Department
- B) Commercial

11) Licensed capacity to manufacture

Description of equipt.	Size cap.	Licensed capacity	No. of Units Manufactured		
			Current Yr	Last Yr	2nd Last Yr

12. List, if any of bidder's rate contract with the following organizations :

	Organization	Yes/No	If Yes, date contract finalized
a.	Directorate General of Supplies and Disposal, Government of India		
b.	Central equipment Stores Purchase Organization for state Governments		
c.	Others		

13. Describe Quality Control Organization, if any, and give the organization Chart.

- a) Are goods offered subject to batch test, random sampling or full 100% test for quality?
- b) Are tests carried out by factory employees or by a separate testing agency?
- c) Are independent Quality Control Organization checks made and certificates issued?

**CAPABILITY STATEMENT OF PERSONNEL, EQUIPMENT,  
PLANT AND PAST PERFORMANCE  
(Format - B)**

1. Name and address of the bidder  
2. Classifications)  
Circle what is applicable

- Phone :  
1) Manufacturer  
2) Authorized Agent  
3) Dealer  
4) Others, please specify

3. Plant:  
a) Location  
b) Description, Type and size of building  
c) Is property on lease or free hold ? If on lease indicate date of expiry of lease in each case.

4.

- a) Type of equipment manufactured and supplied during last 2 years

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplies are made	No. of orders on hand

- b) Type of equipment manufactured, supplied, installed and commissioned during last 2 years.

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplied ,installed and commissioned	No. of orders on hand

5. a) Types of equipment supplied during last 2 years other than those covered under 4 above.

Name of equipment	Capacity/ Size and model	Nos. Manufacturers and Country of origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders on hand

- b) Type of equipment supplied, installed and commissioned during last 2 years other than those covered under 4 (a) and (b) above

Name of equipment	Capacity/ Size and model	Nos. Manufacturers and Country of origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders on hand

6. Plant facilities:

	<u>Sq. Meter</u>	<u>Remarks</u>
a) Space available for manufacture	----- ---	
b) Space available for storage	----- ---	
c) Space available for inspection items offered	----- ---	
d) Space available for storage items offered	----- ---	
e) Are buildings fire resistant ?		Yes/ No
f) Are premises approved by Municipal fire Production ?		-----
g) Are buildings under Municipal fire Productions ?		-----
h) Are power and fuel supply adequate to meet production requirements ?		-----
i) Are adequate transportation facilities available ?		-----
j) Are safety measures adequate for performance of proposed contract ?		-----
k) Are adequate material handling available ?		-----

7. Details of Testing facilities available

- a. List testing-equipment available
- b. Give details of tests which can be carried out on items offered.
- c. Details of the testing organisation available.

8. Personnel/ Organisation :

1. Production
2. Marketing
3. Installation and Commissioning
4. Service
5. Spare parts
6. Administrative

9. Nearest service center to buyer :

Location.....Phone  
No.....

10. Details of organisation 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 facility available -----
- f) The storage space available for spare parts -----Sq.m
- g) Value of minimum stock of spares available at all  
the service centers in respective  
currency.....
- h) List of the models/ types by number of equipment serviced by the center in last 2  
years.

11. Names of two buyers to whom similar equipment are supplied installed and  
commissioned in the past and to whom reference may be made by the purchaser  
regarding the bidder's technical and delivery ability :

- 1.-----
- 2.-----

12. List of components usually  
subcontracted.....

13. Schedules for furnishing technical data and certified drawings after receipt of  
orders.....

14. Workload as percentage of total capacity for the current and forthcoming financial year  
on quarterly  
basis.....

15. Number of weeks required to prepare a bid  
proposal.....

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## Section IV. Bidding Forms

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## Bidder Information Form

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

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

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

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

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## Joint Venture Partner Information Form

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

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

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

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

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
<p>6. JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</p>

## Bid Submission Form

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

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

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

## Price Schedule Forms

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

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____								
(Group C bids, goods to be imported)								
Currencies in accordance with ITB Sub-Clause 15								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
								Total Price

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

# Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported

Date: \_\_\_\_\_  
 ICB No: \_\_\_\_\_  
 Alternative No: \_\_\_\_\_  
 Page N° \_\_\_\_\_ of \_\_\_\_\_

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the Purchaser's country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
<b>Total Bid Price</b>											

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

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____ (Group A and B bids) Currencies in accordance with ITB Sub-Clause 15									
Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
Total Price									

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



## Bid Security (Bank Guarantee)

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

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

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

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

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

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

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

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

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

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

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

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

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



## Manufacturer's Authorization

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

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

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

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

To: *[insert complete name of Purchaser]*

### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

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

## Section V. Eligible Countries

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

## **PART 2 – Supply Requirements**

# Section VI. Schedule of Requirements

## Contents

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- 3. List of Consignee - List of Proposed offices for Weather Stations .....74
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## 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
<b>1 AWS Equipment Consisting Of-</b>							
1.1	Data logger and transmission system with built-in display, suitable signal conditioning for analog/digital sensors, serial (RS-232 interface) SDI-12 interface, PCMCIA / solid state memory drive (16 MB)	26	Nos.		The deliveries shall be completed within 3 months from the date of signing of agreement	The deliveries shall be completed within 5 months from the date of signing of agreement	
1.2	System enclosure as per NEMA-4 standards with gasketing etc.	26	Nos.		-do-	-do-	
1.3	Sealed Maintenance free rechargeable batteries 12 V (65 AH) or better	26	Nos.		-do-	-do-	
1.4	Battery chargers for charging the battery	26	Nos.		-do-	-do-	

1.5	System operation, maintenance and service manuals (Hard copies) and CDs containing soft copies	5	Nos.		-do-	-do-
2	<b>GSM Equipment with suitable cables and connectors</b>					
2.1	GSM Modem	26	Nos.		-do-	-do-
3	<b>Sensors</b>					
3.1	Air temperature/relative humidity sensor with suitable connector and cable	26	Nos.		-do-	-do-
3.2	Wind speed/wind direction sensors with suitable cable	26	Nos.		-do-	-do-
3.3	Rain gauge sensors with suitable cable	26	Nos.		-do-	-do-
3.4	Sensor mast assembly with suitable enclosures for housing the different sensors free from solar radiation etc.	26	Nos.		-do-	-do-
3.5	8 GB USB Pen Drive	3	Nos.		-do-	-do-
4	<b>Test And Calibration Equipment</b>					
4.1	Hand-held high precision standard digital thermometer (Accuracy 0.1 °C)	2	Nos.		-do-	-do-
4.2	Wind speed/direction calibrator	2	Nos.		-do-	-do-
4.3	Rain gauge calibration kits	2	Nos.		-do-	-do-
4.4	Standard relative humidity indicator	2	Nos.		-do-	-do-
4.5	Server with accessories	1	Nos.		-do-	-do-

4.6	Standard rust proof locks preferably Godrej /Navtal make with three keys	26	Nos.		-do-	-do-
4.7	40 inch large screen display	1	Nos.		-do-	-do-

**Note: Bids offering delivery period of more than 5 months (Supply, Civil Work, Installation and Turnkey (Integration) shall be treated as non-responsive**

## 2. List of Related Services and Completion Schedule

*[ This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1	Installation And Civil Work	Lump sum	job	Project sites as mentioned in list given below	
2	Turn key charges (Integration of All the Weather Stations to Data Center of PACT)	Lump sum	job	Project sites as mentioned in list given below	
	Note- The bidder are requested to inspect the sites before quoting.				

1. If applicable

**Note: Bids offering delivery period of more than 5 months (Supply, Civil Work, Installation and Turnkey (Integration) shall be treated as non-responsive.**

## Annexure of Schedule-VI

### 3. Name of Consignee

**All Material will be delivered & physically checked in PACT's office at WALMI Bhawan, Utrethia, Lucknow. Then the successful bidder will transport it to respective sites and deliver it to PACT official at his own cost**

#### List of offices for Weather Stations

1. Office premises of PACT for Lucknow District
2. Office premises of SSK-41/SSK-45 Raibarely for Raibarely District
3. Office premises of SSK-28 Haidergarh for Haidergarh, Barabanki District
4. Office premises of Jaunpur Basin Board Sulatanpur for Sulatanpur District
5. Office premises of SSK-36, Jaunpur for Jaunpur District
6. Office premises of SSK-51, Pratapgarh for Pratapgarh District
7. Premises of IH Hardoia of SSK-28, Haidergarh under UPWSRP, Project Area
8. Premises of IH Tiloi of SSK-28, Haidergarh under UPWSRP, Project Area
9. Premises of IH Jamo of SSK-49, Sultanpur under UPWSRP, Project Area
10. Premises of IH Jais of SSK-41, Raibarely under UPWSRP, Project Area
11. Premises of IH Durgapur of SSK-51, Pratapgarh under UPWSRP, Project Area
12. Premises of IH Badlapur of SSK-36, Jaunpur under UPWSRP, Project Area
13. Premises of Irrigation Colony Gorakhpur, for Gorakhpur District
14. Premises of Gandak Irrigation Colony District Maharajganj, for Maharajganj District
15. Premises of Gandak Irrigation Colony Kushinagar District Padrona, for Padrona
16. Premises of Gandak Irrigation Colony, Siddharthnagar, for Siddharthnagar District
17. Premises of Sarda Barrage, Lakhimpur Kheri for District Lakhimpur Kheri
18. Premises of Katarnia Ghat Barrage, Bahraich, for District Bahraich
19. Premises of Sharda Barrage, Banbasa
20. Premises of Narora Barrage, Bulandsahar for District Bulandsahar
21. Premises of Rihand Dam, Pipri, for District Sonbhadra
22. Premises of Okhla Barrage, New Delhi
23. Premises of Irrigation Colony Lalitpur, for Lalitpur District
24. Premises of Irrigation Colony Banda, for Banda District

25. Premises of Irrigation Colony Mahoba, for Mahoba District
26. Premises of Irrigation Colony Jhansi, for Jhansi District

#### **4. Technical Specifications for supply and installation/erection of Automatic Weather Station**

##### **1. Background**

UPID has envisaged a regional network of Automatic Weather Stations (AWS) to be installed in 26 different locations of Uttar Pradesh as per list attached (Annexure-1). The regional Hydromet System (UP Hydromet) is a data collection and dissemination system that would support UPID's functions in water resource management. Water uses supported by the UP Hydromet would include flood control, irrigation management, water conservation, and research. The Hydromet database would provide an excellent source of information for water management planning activities by SWaRA. It is anticipated that the regional network would be supplemented and complemented by the AWS upgrading planned by India Meteorological Department (IMD) across the country including UP State, and intensive need-based local networks that may be planned in future.

The AWS will be networked to the Central Hydromet Data Centre (HDC), to be currently located in the Project Activity Core Team (PACT) office located at Walmi Bhawan, Utrethia, Lucknow. The HDC will receive the data transmitted by AWS, process, archive and disseminate to users via computer networks and bulletin board, and print and electronic media. The AWS will transmit data via the wireless modems and the cellular network, with secondary fall-back communication through internet. Continuous power supply to AWS will be ensured through rechargeable batteries in case of main power failure for continuous recording. The AWS shall provide real time weather data at programmable execution intervals and as and when requested by the users. The system should also have capability to allow users to access the data from any remote location either through GSM or internet. The AWS shall be installed at locations as suggested by UPID or at alternate sites if needed from exposure criteria, in consultation with UPID. The installation site should be in conformity with the relevant IS code.

The AWS will be connected to 220V mains supply to be provided at each site by the UPID. AWS will switch to battery in case of disruption of mains supply. The networking/ connectivity with HDC in PACT's office in Lucknow will be established via GSM modem and cellular network, with cable connectivity to PC in local UPID office and Internet communication as fall-back option. All material will be delivered & physically checked in PACT's office at Walmi Bhawan, Utrethia, Lucknow. Then the

successful bidder will transport it to the respective sites and deliver it to PACT Official present at his own cost .

## **2. Scope of work**

- i) Identify a suitable GSM service provider for the mobile subscriber network based communication across the State, and define service requirements. UPID will conclude the service agreement with the service provider for communication support.
- ii) Preparation of AWS field sites as per standard specifications provided in the relevant IS code.
- iii) Design and execute all associated civil work including the environmental enclosure as per the relevant IS code or international code in its absence.
- iv) Supply, installation and commissioning of AWS equipment consisting of sensors, data logger (with built-in display), GSM Modem and transmission system, rechargeable power unit, sensor mast, environmental enclosure etc as mentioned in the Bill of quantity including transportation of equipment.
- v) Provide technical specifications for the Central GSM Server and database management software at HDC, to receive, process and disseminate the AWS data. The vendor will procure the server and software as part of turn-key arrangement, and implement in HDC.
- vi) Design, develop and implement the database management software application to integrate AWS data, monitor and report individual AWS and network performance, process, archive and disseminate the hydromet data.
- vii) Responsibility to execute (end-to-end on a turn-key basis) the regional AWS network of 26 GSM based and cellular networked AWS in sites identified by UPID.
- viii) Demonstrate complete operation of AWS at each site, including collection of all metrological parameters, transmission to HDC (both by cellular and Internet based communication modes), local archival in the Data Logger, and manual retrieval.
- ix) Demonstrate data receipt, processing and archival in the UP Hydromet database in HDC . Successful bidder will have to demonstrate the capability in control room, to access to AWS for monitoring data on remote locations. Successful bidder will demonstrate the capability to check data from any station and any sensor by sending a customized SMS in GSM enabled sites. UPID will provide activated SIM cards to successful bidder for all locations designated to have GSM connectivity.

### 3. Overall Requirements

- i. The AWS equipment should incorporate state-of-the-art technology and provide capability for unattended operation in all weather condition for at least six months,. The back-up power will be provided by a 12V/65 AH single sealed maintenance-free battery, rechargeable from AC mains supply. The battery shall be capable to run the system for minimum of 14 days during no-power periods.
- ii. All equipment should be qualified for MIL STD – 454K Specifications and suitable for outdoor applications.
- iii. The AWS must be housed in weather-proof enclosure and shall meet all specified environmental specifications of international standards.
- iv. AWS system should have in-built memory of storing data for at least 4 months period.
- v. USB, memory card or any other commercially available latest technology memory device for data retrieval and transfer of set up of the system shall be provided. All set up and configuration files should be transferable through the solid state memory device to the data logger and vice versa.
- vi. Facility to give manual commands to transmit data for testing as well as for manual operation purposes shall be provided.
- vii. The number of analog / digital / SDI channels provided in the data logger shall be compatible to the sensors being supplied. There should have facility to interface at least 2 additional digital & 2 additional analog channels.
- viii. RS 232 ports / RS 485 ports being provided shall be compatible to requirement of interfacing GSM modem. At least 3 RS232 ports in the form of standard DB9 connector, 1 RS 485 and 1 SDI-12 port shall be provided in the data logger.
- ix. Source code of the AWS software utilized in the data logger and transmission unit is to be provided along with compilers required for the

same. Suitable training in these aspects may also be provided for 20 personnel for 10 working days at central station at Lucknow. All training material should be provided in hard copy as well as in soft copy in user friendly format preferably power point.

- x. Software to be implemented at HDC for real-time quality control of the AWS data; data integration in database, processing and archival; dissemination of raw or processed data to users on schedule or on demand; and reporting on AWS and network performance.

#### **4. DATA COMMUNICATION AND PROCESSING REQUIREMENTS**

- i. Data from a regional network of 26 GSM based AWS in Uttar Pradesh shall be transmitted to central HDC in Lucknow to develop a long-term Hydromet database for real-time and historic use in water resources management.
- ii. A robust, reliable, broad based GSM communication system with capacity of sending data in text transmission facility.
- iii. Each AWS shall have facility to transmit data via GSM services with alternate standby data transmission facility (through cable connection to UPID office PC with internet connectivity) to ensure fail-safe data transfer in real time and avoid delay in reception of data at the server in case of network failure.
- iv. The GSM enabled AWS shall send an automatic message every 30 minutes (sampling interval) to the server. The sampling interval shall be programmable for user-defined intervals, say from 2 minutes to 60 minutes.
- v. Automatic SMS alarms at programmable levels for low temperature, strong wind, heavy rain and other adverse weather.
- vi. The Central server should have the facility to send SMS to the predefined telephone numbers in the case of predefined events. Similarly the server should have capability of sending e-mails to the predefined e-mail ID's.
- vii. Facility to log and store data locally into a flash EPROM, retrieve them later by placing a data call so as to obtain detailed logs with sampling intervals

- viii. Facility to automatically gather data as & when needed at user-defined time interval and store in the server for later analysis.
- ix. The server should have the facility to respond to an SMS requesting for current weather data. (call in request SMS)
- x. The GSM enabled AWS must be configured to call the Server phone number at a user-specified time. The AWS shall call the Server at the set time to transmit the GSM message. If the transmission isn't successfully acknowledged AWS shall retry transmission for user defined number. In case transmission in GSM mode fails even after retries, AWS should automatically switch over to secondary communication mode (cable/internet) for transmission of data.
- xi. Facility to display data, export to Excel, Matlab or similar applications for graphical representation of weather data.
- xii. Provide information on sudden developments like gust, squall, threshold of rainfall etc.
- xiii. All AWS data received in the central server should be in ASCII or standard exchangeable RDBMS format. Query on any station for any period on any parameter should be available. An appropriate database management software application, with GUI based statistical tool should be available on the server

## **5. Sensors**

The metrological sensors with accuracy specifications as per WMO norms shall be provided. All the sensors should have certification of NIST or accredited lab or IMD.

The sensors along with the accessories shall be fully compatible with the data logger and transmission system specified below. All the sensors if required should be compatible with 12 v DC power supply being used for data logger and transmission system.

Optional features available with the sensors may also be clearly specified by the bidder.

## 6. Individual Sensor Specifications

### a) Air Temperature

Range	: - 10 <sup>0</sup> C to +55 <sup>0</sup> C
Accuracy	: +/- 0.2 <sup>0</sup> C or better (with radiation shield)
Resolution	: +/- 0.1 <sup>0</sup> C
Response time	: 10 sec or better

### b) Wind Speed

Range (Operation)	: 0 to 60 m/s or better
Accuracy	: +/- 0.5 m/s or better
Resolution	: 0.1 m/s
Sensor type	: Ultrasonic
Threshold	: 0.5 m/s or less
Response time	: immediate (being ultrasonic)

### c) Wind Direction

Range	: 0 to 359 Degrees
Accuracy	: +/- 5 degrees or better
Resolution	: 1 deg.
Sensor type	: Ultrasonic
Threshold	: 0.5 m/s or better
Response time	: immediate

### d) Relative Humidity sensor

Range	: 0 to 100% RH
Accuracy	: +/- 3% or better
Resolution	: 1%
Sensor type	: Capacitive/Solid –state
Response time	: 10 sec. or better

### e) Rainfall Sensor

Range	: Unlimited
Accuracy	: +/- 0.5 mm
Resolution	: 0.5 mm
Sensor Type	: Tipping bucket rain gauge or any other suitable sensor.

**Note:** Wind Speed and Wind Direction measurements are to be made at a height greater than 3 meters above ground level, depending on the height of nearby obstruction at all the AWS stations. The mast should be rugged

& rust proof & should be able to withstand wind speed > 60m/s. Necessary provision is to be made on the mast tower for the easy maintenance and sensor upkeep by the observational staff. The mast will be installed on the roof of the designated UP Irrigation office building.

## **7. DATA LOGGER**

- a. Data logger shall automatically collect the observations from attached sensors, process the same and store them into its memory as per the pre-programmed procedure at every 30 minute interval or any other user-defined interval which will be specified to the bidder.
- b. Data logger shall be provided with a keypad option and to view both real time and historic reading display in the front panel with facility to display at least 16 characters per line. The display shall be able to be easily read in full sun light
- c. All the analog/digital/ SDI channels in the data logger must be compatible to the sensors being supplied.
- d. At least 7 built-in high performance analog channels, nine built-in digital channels, three RS-232 ports in the form of standard DB9 connector, one RS-485 and one SDI -12 channels must be available to interface different types of sensors. It should have standard Ethernet port.
- e. The sensor's signal conditioning unit should be an integral part of the data logger.
- f. Data including the setup and program files shall be transferable from the system via a serial port to PC and USB drive or other suitable memory device and vice versa. It should be possible to upload or upgrade the software of the data logger using RS-232 port.
- g. The AWS shall also send the data with the help of GSM modem interfaced to the data logger in a format compatible for decoding at the GSM server.
- h. The system shall have provision to easily include and change the following information as mandatory requirements:

Unique station identification code

Time of observation

Sensor identification

- i. Providing necessary electrical power to the sensors and conversion of electrical output signals from the sensors into engineering values based on calibration equations stored in the memory. Full compatibility with all types of sensors provided in the packages shall be mandatory.
- j. Storage of observed data along with time for all the parameters in the memory.
- k. Memory capacity to retain at least four months data at the user defined sampling interval say from 2 minute to 60 minute is required. Data shall be available even if the power supply to the system has failed.
- l. The stored data shall be retrievable via serial port to a PC/Laptop and a PCMCIA card or any other compact and commercially available solid state memory device.
- m. The system should be stand-alone and all programming functions/set-ups to be carried out through system keypad and display independent of a PC/Laptop or any other external device.
- n. Setup shall be organized in a tree of menus and sub-menus. Protection of setup parameters and data through password should be supported by the system.
- o. The system should be capable of continuous updating of the values of measured weather parameters and post-processing the instantaneous values into average values over a specified period of time for transmission to the AWS data receiving server.
- p. Data logger should have a real time operating system such as embedded Linux or Windows or equivalent. The data logger should have 16 bit or better microprocessor.
- q. The data logger should have capability to sample and log the data for specified parameter at user defined intervals in multiple log files.

- r. It should have open architecture system to configure any standard commercially available sensor. The system must also support the future up gradation of hardware & software without removing the system from the site. The vendor must demonstrate it during the installation

## 8. Data Logger Specifications

- |                                |   |  |
|--------------------------------|---|--|
| a) ADC Resolution              | : | 16 bit or better   |
| b) Conversion Accuracy         | : | ± 1 LSB  |
| System clock                   |   |  |
| c) Stability Long-term         | : | 1 ppm/year or better   |
| d) Stability (Temperature)     | : | 3 ppm or better from -10°C to 55°C   |
| e) Operating Temperature range | : | -10°C to + 55°C  |
| f) Internal Memory             | : | 1 MB RAM minimum   |
| g) Battery Backup (internal)   | : | Lithium Battery, storage: 2 years  |
| h) Real-Time Clock             | : | GPS synchronized   |
| i) Watchdog Timer              | : | System Reset upon microprocessor failure   |
| j) Sample Intervals            | : | 1 sec. to 24 hr. in 1 second increments (user selectable)  |
| k) Visual display              | : | 16 Character or more, alphanumeric LED/LCD to operate in temp. range -10°C to +55°C                  |
| l) Power consumption           | : | Average over an hour shall be less than 0.5 A at 12V D.C. including that of sensors and transmitter. |

### Power Supply:

- |                      |   |   |
|----------------------|---|---|
| a) Battery           | : | Single 12V chargeable maintenance-free battery 65 AH capacity |
| b) Charge controller | : | Internal or External  |

## 9. GSM COMMUNICATION

Overall requirements for compatibility to a GSM cellular network may be ensured by the bidder. Technical specifications in this aspect are broadly

indicative. Complete end-to-end solution shall be the responsibility of the bidder. GSM communication features shall include support for UDP / TCP protocol for data transmission.

#### 10. **GSM modem**

GSM facility with fast and reliable wireless data communication along with support for dynamic domain access to the central server IP address. The following technical specifications are indicative and not exhaustive. If power consumption is more, additional battery needs to be included for power supply in addition to the 12 V /65 AH battery specified.

- Frequency range: 900 and 1800 MHz
- GSM facility with fast and reliable wireless data communications.
- Remote dial-up facility
- Shall support Voice, SMS and Data
- Quad Band GSM transmission
- Accept standard SIM card with built-in holder
- Operating Temperature: -10 to +55 degrees Celsius
- RS232 interface with data cable
- PC Communication via RS 232/485/USB.
- Facility for Fixed IP and domain transfer of data
- Supports standard AT command set
- Full voice call, SMS Support
- Compatible for Standard GSM Networks available in India
- Suitable power supply to function during alarm situations like fog, thunder, rainfall etc.
- If required additional battery needs to be included for power supply

## **11. GSM Antenna**

Frequency range	: 900 MHz: 824 - 960 MHz /1800 MHz: 1710 - 1880 MHz
Impedance	: 50 ohms
VSWR	: $\leq 2.0$
Radiation	: Omni-directional
Operating temperature	: -10 to +55 degrees Celsius
Connector	
Cable length	: SMA adaptable to GSM modem
Max. power	: As required.
	: To be specified

## **12. DETAILS OF WEATHER PARAMETERS**

The following indicative weather parameters are required from the sensors interfaced with the data logger through GSM transmission.

- i. Half-hourly rainfall (reset every full hour UTC)
- ii. Cumulative rainfall since last reset (reset at 03 UTC everyday)
- iii. Instantaneous sampled value of air temperature in deg C at every 10 minute interval and at every full hour UTC.
- iv. Max. air temperature of the hour (samples taken every minute).
- v. Minimum air temperature of the hour (samples taken every minute).
- vi. Daily maximum temperature (at 12 and 03 UTC)
- vii. Daily minimum temperature (at 03 UTC)
- viii. Wind speed in knots at every 10 minute interval with 2 minute vector averaging.
- ix. Wind direction in degrees at every 10 minute interval with 2 minute vector averaging.
- x. Wind speed in knots (3 minute vector averaging prior to full hour UTC).
- xi. Wind direction in degrees (3 minute vector averaging prior to full hour UTC).
- xii. Daily minimum and maximum wind speed
- xiii. Daily maximum wind gust.
- xiv. Instantaneous value of RH at the end of every 10 minutes and at full hour UTC.
- xv. Daily maximum and minimum value of Relative Humidity.
- xvi. Dew Point temperature at every 10 minute interval and at full hour UTC
- xvii. Battery voltage (hourly)
- xviii. Graphical representation of logs and statistics.

### **13. SPECIFICATIONS OF SERVER FOR THE GSM NETWORK**

The specification of the servers as given below need to be reviewed and better specifications if needed will have to be provided. The vendor will also provide specifications for the database management software for data processing and archival requirements. The Server and database management software will be procured by vendor under turn-key arrangement and integrated in HDC.

No	Feature	Specification
1.	Server	: Intel Xeon four Processor Dual Core Rack Mounted (Maximum 6U or 7U) Configuration or better
2.	CPU	: Intel Xeon MP 7120 3.00 GHz Core 2 Duo Processor or better capable of Quad processing (or any latest available at the time of supply) with 1 MB L2 cache memory per core or better
3.	Mother board	: Intel E8500 or better on Original Mother Board Capable of 800 MHz FSB
4.	Slots	: 3 PCI Express and 3 PCI 64 bit or 6 PCI Express (64 bit)
5.	Memory	: 8GB 667 MHz DDR2 RAM upgradeable upto 16 GB on 16 DIMM slots
6.	Hard Disk Drive	: 2 x 250 GB or more 10000 rpm HDD.
7.	Networking features	: Dual LAN (10/100/1000) Network card with security management
8.	DVD (R/W) drive	: Read/Write CD ROM/ DVD with 52 X or better
9.	Monitor	: 22" color LCD monitor
10.	Keyboard	: 101 keys
11.	Mouse	: Optical mouse (three button)

- 
12. USB port : 4 USB ports ( at least two in front)
  13. Printer Port (parallel port) : 1 No.
  13. RS232 Port (serial port) : 1 No.
  14. Power supply : Redundant power supply
  15. Pre-loaded software : Windows XP or later  
Or Red Hat Enterprise Linux latest edition  
Windows Office 97 or later  
Adobe writer/reader  
Antivirus protection software  
Firewall protection for networks
  16. Printer : Colour Laser Jet (1200 x 1200 dpi), Paper size: A3; Connectivity: USB/If possible Parallel port also; Minimum printing capacity: 20 ppm with duplexing facility.
  17. UPS with inverter and Maintenance-free batteries : 6 hour back-up at full load.
  18. Additional software : Customized Application Software to process the AWS data received from all GSM based AWS and process the data in graphical format and display, export in user-friendly format compatible for real-time display of weather data. Software for real-time quality control, retrieval and monitoring of AWS data. Standard FTP and TCP/IP Socket communication.

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#### **14. DATA BASE MANAGEMENT APPLICATION SOFTWARE**

- i. The central server in HDC shall have the application software in an appropriate standard database management software which shall have options to display data in engineering units as well as in graphical format, validate data, process data as needed, analyze trends in weather parameters, retrieve data as per user-defined criteria, update/edit the database, and export to Excel or similar applications for graphical representation of weather data.
- ii. Software for real time quality control and quality assurance of the AWS data shall be provided to ensure the quality of the data before archival. Quality control procedures for gross error checks for each parameter, time consistency checks for each time of observation etc shall be implemented. Doubtful and erroneous values of the parameters shall be flagged suitably and shall not be considered while archiving.
- iii. Provide information on sudden developments like gust; squall etc to the central server so that they can be flashed as alarm messages through the application software in the server.
- iv. The central server shall be linked to the computer network UPID including the MIS and the Flood Control Centre & shall therefore transmit pre-defined meteorological messages at specified time interval through LAN/Internet connectivity.
- v. All the source code is to be provided to the client..

#### **15. ENCLOSURE**

The environmental enclosure would house the sensor package, data logger, power supply, and data retrieval/transmission peripherals. The enclosures would provide protection from dust, humidity, precipitation, sunlight, and environmental pollution. The Enclosure should be customized for cable-entry openings or mounting brackets for tripods or towers.

**16. TRAINING TO UP IRRIGATION OFFICIALS**

The supplier should provide in-depth training in hardware and software and operation of AWS network to at least thirty UP Irrigation Officials and two PACT staff at Lucknow for 10 working days in installation, operation and maintenance of the system including the HDC system. All training material should be provided in hard copy as well as in soft copy in user friendly format preferably PDF and power point.

**17. WARRANTY AND MAINTENANCE**

The bid should include cost of the comprehensive warranty for five years after commissioning of the system in the field, including the hardware and software in HDC. Response time for rectifications of faults in the field AWS equipment should not be more than three days. If the down-time is more than three days the warranty period will be presumed to be extended by a period six times the down-time.

Penalty on the successful bidder will be imposed if he fails to replace the defective data logger, transmitter or sensors, and/or GSM modem within a fortnight. Cost of AWS data @ Rs. 1 per hour per site per parameter shall be calculated and imposed on the vendor to compensate loss of crucial data.

The amount will be calculated at the end of each quarter and will be recovered from the bank guarantee submitted against performance security

Servicing and routine maintenance of field equipment once in three months shall be done by the successful bidder. A penalty of Rs. 10,000/= per site per quarter will be imposed on the successful bidder in case of failure to perform the routine maintenance work must be done in the presence of PACT official.

Reports of maintenance visits should be submitted on a quarterly basis to the Survey Expert, PACT along with a copy to O/o Chief Engineer, PACT, Lucknow.

If any part of AWS system is to be carried away for repair then it should be replaced with a working part and the successful bidder should have the following spare parts for emergency repairs in his store.

**List of Spares**

S No.	Description	Quantity (in No.)
<b><u>AWS equipment</u></b>		
1	Data logger and transmission system with built-in display, suitable signal conditioning for analog/digital sensors, serial (RS-232 interface) SDI-12 interface, PCMCIA / solid state memory drive (16 MB)	3
2	System enclosure as per NEMA-4 standards with gasketing etc.	3
3	Sealed Maintenance free rechargeable batteries 12 V (65 AH) or better	3
4	Battery chargers for charging the battery	3
5	System operation, maintenance and service manuals (Hard copies) and CDs containing soft copies	3
<b><u>GSM Equipment with suitable cables and connectors</u></b>		
6	GSM Modem	3
<b><u>Sensors</u></b>		
7	Air temperature/relative humidity sensor with suitable connector and cable	3
8	Wind speed/wind direction sensors with suitable cable	3
9	Rain gauge sensors with suitable cable	3
10	Sensor mast assembly with suitable enclosures for housing the different sensors free from solar radiation etc.	3
11	8 GB USB Pen Drive	3

**No advance payment will be made towards installation, civil works and turnkey charges.**

**18. TESTING, INSTALLATION & CALIBRATION KIT**

The supplier shall provide 2 sets of kits of all equipment, meters, tools and test kits required for the purpose, including telecommunication equipment. All the tools and fixtures required for mounting and dismounting all the equipment from their respective installation sites shall be included.

**19. DOCUMENTATION**

- i. The authorization of representation from the manufacturer of the major equipments should be submitted by the bidder along with the technical bids.
- ii. The bidders shall submit literature/brochures of the products and components being offered in the technical bid in response to this tender enquiry.
- iii. Note: - Failure to provide these documents along with technical bid will be deemed as NON-COMPLIANCE. All such technical bids will be considered as NON-RESPONSIVE and are liable to be REJECTED.
- iv. The manufacturer should provide detailed manuals for operation, servicing and maintenance of each sub system including all block diagrams and detailed circuit diagrams.
- v. The catalogues of all the vital components used in the system should also be provided.
- vi. The copies of software listings may be provided in the form of CD ROMs or other suitable media. All manuals should be given in printed form also.
- vii. Separate hard & soft copies of manuals must be provided for each station.

**20. COMPLIANCE / NON-COMPLIANCE STATEMENT**

The bidder shall submit a detailed item-wise compliance / non-compliance statement referring para-wise to the requirements given in this document. The compliance statement shall be supported by original brochure(s) of the equipment or sub component from the manufacturer. In case the original brochure is silent on any part of tender specification, it shall be supported by an undertaking by the manufacturer, if claimed complied.

The technical specifications and other requirements contained in this document are essentially required by the indenter. However, reasons for non-compliance, even of small nature shall be mentioned clearly. Silence on any part of the technical specification or failure / omission to provide any such details will be treated as non-compliance.

**21. INSTALLATION, SYSTEM INTEGRATION AND COMMISSIONING**

The installation of all the station will be done as the turn key project including all civil work and minor electrical work. The successful bidder will be allocated predefined list of stations as per Annexure-I. The installation has to be done

on the ground in the campus of the existing official building of irrigation department or at an alternate site if found unsuitable from site selection criteria. The alternate site would be finalized in consultation with PACT.

## **22. DELIVERY SCHEDULE**

- a) Delivery: Supply, Installation & Commissioning of all 26 AWS (hardware and software) and hardware and software in HDC shall be done as per details given in Section-VI Schedule of Requirement.

Delivery of the equipment should be done at the Office of Survey Expert, PACT, WALMI Bhawan, Utrethya, Lucknow free of cost.

After the acceptance of the material at stores, the successful bidder should be responsible of transportation, installation and erection of AWS at the predefined site at the annexure-1 at his own cost.

## **23. PRICE PROPOSAL**

The bidder shall submitted the detailed price proposal keeping in mind the scope of work site condition and as per bill of quantity since the turn key solution is required therefore the list is suggestive and not exhaustive.

## **24. SITE PREPARATION**

The successful bidder shall prepare the AWS site according to the details and layout given in Annexure-III, which are indicative. Better specifications may be suggested by vendor as needed.

## **25. SYSTEM DESIGN REVIEW**

After award of contract a detailed design review meeting will be conducted where full technical details of the system will be mutually discussed between PACT official and successful bidder engineers.

## **26. Recurring Charges for the GSM Network**

The recurring charges for the GSM network will be paid by the UPID.

**(ANNEXURE-II)**

**AWS SITE SELECTION CRITERIA**

- a) The selected land site should be at least 30 meter away from any permanent structure more than the 5 meter in height.
- b) The tree and any vegetation growth which can cause shadow should be avoided.
- c) Sensors, Data logger and communication equipment are very susceptible to electromagnetic interference, hence the site should be away from any overhead high tension line and underground electrical high voltage cables.
- d) Large heat sources created by industrial activity in close nearby cause polluted atmospheric condition and directly affect the temperature and radiation measurement, hence for synoptic station such condition should be avoided.
- e) Any large permanent or temporary water bodies created during rainy season should be avoided as they interfere with humidity and temperature measurement.
- f) The site should be safe against human intervention and tempering. This aspect needs to be ensured by the users.

**Exposure conditions for sensors of meterological parameters**

**Wind speed and directions:**

The wind speed and direction sensors are required to be installed on a mast, at a height of 10m from ground level.

The sensors are required to be located on the mast which is installed at a distance of at least ten times the height of nearby building, trees or other obstructions.

### **Air Temp & Relative Humidity:**

The standard measurement height for temperature and relative humidity sensor is 1.25 to 2m. It will be placed in a radiation shield provided with the sensor.

The sensor is to be located at a distance of at least four times the height of obstructions like trees, buildings etc.

The sensors are generally located in an open level area that is at least 9m in diameter.

Bitumen surfaces in the vicinity of at least 30m have to be avoided.

### **Rainfall**

The rainfall sensor (Tipping bucket) is placed in an open area as far as possible at a minimum distance of four times the height of any obstruction.

The standard measurement height is 30cm above ground level.

### **Data logger**

It will be housed in a weatherproof enclosure. The enclosure will be mounted on the tower at a height of about 1.5m.

## ANNEXURE-III

**SPECIFICATIONS OF AWS SITE PREPARATION****1. AWS ENCLOSURE**

Area of the AWS enclosure should be ideally 3 m x 3 m at the ground in the campus of the UP irrigation office.

**Important Note:** In case of any practical problem regarding the site preparation the decision of Chief Engineer PACT will be final and binding.

**2. FENCING FOR THE AWS SITE**

The height of the fencing for the AWS site enclosure must be 2 meters from the ground level. Fencing angle should be of size 50mm x 50mm x 6mm and pre coated with red-oxide. 2 MS angles must be used diagonally at each of the 4 corner angles of the site.

**3. CHAIN-LINK**

- i. Dimensions of hot GI Chain-link: 3 inches x 3 inches and of Gauge: 10 (3 mm diameter).
- ii. Hot GI chain-link mesh must be stretched and welded/fixed properly on the fencing angles.

**4. GATE**

- i. **Dimensions: 2 m X 1 m x 6 mm (Length x Width x Thickness) with locking facility.**
- ii. **The gate must be fabricated by MS angles whose dimensions should be minimum 40mm x 40mm x 6mm.**
- iii. **Suitable locking facility with 3 keys for safety purposes is mandatory. Standard rust-proof locks like Godrej shall be used.**
- iv. **Gate and MS angles must be well painted with White or Silver colour.**

- v. Gate should have proper support of MS angles with additional support of crossed MS angles.

## 5. TOWER FOUNDATION

The Tower should be fixed on the ground with the help of foundation bolts.

## 6. ANCHOR ROD AND GUY ROPE

The tower should be strengthening with 3 guy ropes equally divided on all the sides.

## 7. LOCAL EARTHING

- i. The lightning arrestor rod is mounted on the top of the mast. (length 1 meter, diameter 12mm. It must be pointed at the upper end)
- ii. A copper wire should be welded to the lightening arrestor rod (Length 15m. diameter 8mm.).
- iii. The other end of the copper wire should be welded to earthing rod (length 1.8m. diameter 15mm.).
- iv. The other end of the earthing rod should be welded in the middle of the copper plate.

### Earthing procedure

- i. The earthing pit must be at least of 1.9m depth & at least 2'x2' wide at bottom & 4'x4' wide at the top. It should be levelled & copper plate should be burried in the earthing pit.
- ii. The copper rod should be in the middle of the pit. The earthing pit has to be filled in the sequence of "6 inches of salt + 6 inches of charcol + 6 inches of sand". This sequence has to be repeated till the pit is filled to the top.
- iii. A GI pipe of internal diameter 1", thickness 3mm & length 2m (bent at 30<sup>0</sup> at lower end at 6" from the end) must be buried parallel to the Copper rod (At some distance from it), to pour water inside the pit during dry season.

### **Painting**

- i. The AWS tower is painted in equal sections of alternate colours of red and white.
- ii. The fencing angles, chain link fencing and gate should be properly painted in white/silver colour to avoid rusting.

### **PROTECTIONS FROM MONKEYS**

The successful bidder should use the barbed wire to protect the sensors and system from the monkeys.

## **5. Inspections and Tests**

**The following inspections and tests shall be performed: *As specified in Technical Specifications and GCC and SCC of bidding document.***

## **PART 3 - Contract**



## Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

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

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

## **2. Contract Documents**

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

## **3. Fraud and Corruption**

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

- (a) For the purposes of this Sub-Clause:
  - (i) “corrupt practice”<sup>6</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>7</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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<sup>6</sup> “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>7</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice”<sup>8</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>9</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

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

#### 4. Interpretation

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

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in

<sup>8</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>9</sup> a “party” refers to a participant in the procurement process or contract execution.

the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

#### 4.3 Entire Agreement

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

#### 4.4 Amendment

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

#### 4.5 Nonwaiver

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

#### 4.6 Severability

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

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes

of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint Venture, Consortium or Association**

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

**7. Eligibility**

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

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

**8. Notices**

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

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

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the SCC.

**10. Settlement of Disputes**

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the

other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

- |  |   |
|--|---|
| <b>11. Inspections and Audit by the Bank</b> | 11.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines). |
| <b>12. Scope of Supply</b>                   | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   |
| <b>13. Delivery and Documents</b>            | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC.</b>  |
| <b>14. Supplier's Responsibilities</b>       | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.   |
| <b>15. Contract Price</b>                    | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the   |

exception of any price adjustments authorized in the SCC.

## **16. Terms of Payment**

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

## **17. Taxes and Duties**

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **18. Performance Security**

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

- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**19. Copyright**

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

**20. Confidential Information**

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

20.2 above, however, shall not apply to information that:

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

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

## **21. Subcontracting**

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

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

## **22. Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance**

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

**25. Transportation**

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

**26. Inspections and Tests**

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

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

## **27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other

remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any

and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change Orders  
and Contract  
Amendments**

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

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

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

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

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

**34. Extensions of Time**

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

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

### 35.2 Termination for Insolvency.

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

### 35.3 Termination for Convenience.

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

## **36. Assignment**

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

## **37. Export Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities

in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## Section VIII. Special Conditions of Contract

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

<b>GCC 1.1(j)</b>	The Purchaser's country is: <i>India</i>
<b>GCC 1.1(k)</b>	The Purchaser is: <b>Chairman, PACT, UP Water Sector Restructuring Project on behalf of Government Uttar Pradesh</b>
<b>GCC 1.1 (q)</b>	The Project Site(s)/Final Destination(s) is/are: As mentioned in Section VI Schedule of Requirement.
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms 2000 shall be English
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  Chairman, PACT UP Water Sector Restructuring Project, Irrigation Department, Uttar Pradesh WALMI Bhawan, Utrethiya, Telibagh, LUCKNOW-226026, Uttar Pradesh, India Phone: 91-522-2441620 & 91-522-2441631 Fax: 91-522-2442591  <b>e-mail : chairman_pact@idup.gov.in</b>
<b>GCC 9.1</b>	The governing law shall be the law of: <i>India</i>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>(a) Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser's country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the</p>

	laws of the Purchaser's country.
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <p><b>(a) For Goods supplied from abroad :</b></p> <p>Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the <b>Consignee</b> with a copy to the Insurance Company and purchaser:</p> <ul style="list-style-type: none"> <li>(i) 4 Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</li> <li>(ii) Original and 4 copies of the negotiable, clean, on-board bill of lading marked freight prepaid and 4 copies of non-negotiable bill of lading;</li> <li>(iii) 4 Copies of packing list identifying contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's/Supplier's warranty certificate;</li> <li>(vi) Inspection certificate issued by the nominated inspection agency if any, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate of origin.</li> </ul> <p>The above documents shall be received by the Consignee &amp; Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b>(b) For Goods from within India:</b></p> <p>Upon delivery of the goods to the consignee, the supplier shall</p>

	<p>notify the purchaser and mail the following documents to the Purchaser :</p> <ul style="list-style-type: none"> <li>(i) 4 Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</li> <li>(ii) Delivery note, acknowledgment of receipt of goods from the Consignee</li> <li>(iii) Insurance Certificate;</li> <li>(iv) Manufacturer's/Supplier's warranty certificate;</li> <li>(v) Inspection Certificate issued by the nominated inspection agency if any, and the Supplier's factory inspection report; and</li> <li>(vi) Certificate of Origin.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p> <p><u>Packing Instructions</u> : The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following :</p> <p>Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v)Packing List Reference</p>
<b>GCC 15.2</b>	The prices charged for the Goods supplied and the related Services performed <b><i>shall not</i></b> be adjustable. This is fixed price contract.
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in the currency specified in the contract in the following manner.</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price (excluding civil works, installation and turnkey charges) shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable</li> </ul>

	<p>to the Purchaser.</p> <p>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price (excluding civil works, installation and turnkey charges) shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> The remaining Ten (10) percent of the Contract Price and Total payment for civil works, installation &amp; turnkey charges shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in INR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in INR, as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price (excluding civil works, installation and turnkey charges) shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price (excluding civil works, installation and turnkey charges) shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> The remaining Ten (10) percent of the Contract Price(excluding civil works, installation and turnkey charges) along with Total amount for civil works, installation &amp; turnkey charges shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 90 days.</p> <p>The interest rate that shall be applied is 5 % per annum</p>

<b>GCC 18.1</b>	A Performance Security <i>shall be required</i> . <b>The amount of the Performance Security shall be: 10% of the contract value.</b>
<b>GCC 18.3</b>	If required, the Performance Security shall be in the form of : <b><i>Bank Guarantee</i></b>  If required, the Performance security shall be denominated in <b><i>the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</i></b>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <b>90 days after the completion of performance obligations under the contract including warranty obligations.</b>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be:  The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following :  (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v)Packing List Reference number.
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 26.1</b>	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:  The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the purchase-order form 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, manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. Complete hardware and software as specified in Section VI should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.

	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.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: PACT office for all the equipments.
<b>GCC 27.1</b>	The liquidated damage shall be: 0.5 % of contract amount per week
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10 % of contract amount
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <b>The warranty period shall be 60 months from date of acceptance of the equipments or 63 months from the date of shipment, whichever occurs earlier.</b>  For purposes of the Warranty, the place(s) of final destination(s) shall be: Each user site.
<b>GCC 28.5</b>	The period for repair or replacement shall be: 03 days.
<b>GCC 28.6</b>	As specified in the technical specifications.

# Section IX. Contract Forms

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# 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

## 2. Performance Security

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

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

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

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>10</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>11</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

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

<sup>10</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>11</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

### 3. Bank Guarantee for Advance Payment

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

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

*[bank's letterhead]*

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*<sup>12</sup> *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*<sup>13</sup>.

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

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

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

<sup>13</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."