

**UTTAR PRADESH BHUMI SUDHAR NIGAM**  
**TC/19V BHUMITRA BHAWAN, VIBHUTI KHAND,**  
**GOMTI NAGAR, LUCKNOW – 226010, U.P. (INDIA)**  
**PHONE : 0522-2720160-2720428 FAX NO.: 0522-2720416, 417**  
**INTERNATIONAL COMPETITIVE BIDDING**  
**FOR THE PROCUREMENT OF AGRICULTURE GRADE GYPSUM**  
**BE SUPPLIED IN DISTRICT OF UTTAR PRADESH**  
**(TWO ENVELOPE BIDDING PROCESS WITH E-PROCUREMENT)**

BID REFERENCE	:	2/2017-18
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	01.12.2017
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	30.12.2017, <b>04.00 PM</b>
LAST DATE AND TIME FOR RECEIPT OF e-BIDS	:	30.12.2017, <b>04.00 PM</b>
TIME AND DATE OF OPENING OF e-BIDS (Technical)	:	<b>05.01.2018, 11.30 AM</b>

OFFICER INVITING BIDS: MANAGING DIRECTOR

# Invitation for Bids (IFB)

INDIA

U.P. SODIC LANDS RECLAMATION III PROJECT

INTERNATIONAL COMPETITIVE BIDDING (ICB)

**FOR THE PROCUREMENT OF AGRICULTURE GRADE GYPSUM  
(TWO ENVELOPE BIDDING PROCESS WITH E-PROCUREMENT)**

**E-PROCUREMENT NOTICE**

**Date:** 29.11.2017

**Credit No.:** 4640-in

**IFB Reference No.:** 02/2017-18

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business* on 30 March 2009.

2. The Govt. of India *has received a credit* from the *International Development Association* toward the cost of U.P. Sodic Lands Reclamation III Project and it intends to apply part of the proceeds of this *credit* to payments under the Contract for procurement of Agriculture Grade Gypsum Powder.

3. The Managing Director, Uttar Pradesh Bhumi Sudhar Nigam now invites sealed bids from eligible and qualified bidders as mentioned in the bidding document for procurement of Agriculture Grade Gypsum Powder with minimum 70% CaSO<sub>4</sub>.2H<sub>2</sub>O fineness of 100% passing through 2 mm and 50% through 0.25 mm sieve conforming to IS : 6046-1982 with latest amendment or equivalent standard in five (05) schedules as per following details :

**Schedule I** (Aligarh & Buland Shahar, Etah & Kashganj, Mainpuri & Ferozabad)- 23356 MT,

**Schedule II** (Unnao, Kanpur Nagar, Hardoi & Sitapur) – 19917 MT,

**Schedule III** (Farrukhabad, Kannauj) – 15250 MT,

**Schedule IV** (Lucknow, Raebareli & Amethi, Sultanpur, Pratapgarh) – 25551 MT,

**Schedule V** (Jaunpur, Azamgarh, Bhadohi / Varanasi) – 20897 MT

4. Bidding will be conducted through the International Competitive Bidding (ICB) 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.

5. The bidding document is available online on <https://etender.up.nic.in> for a nonrefundable price as indicated below in the form of a Demand Draft/Cashier's cheque/**Certified cheque of Rs. 1500/- (Rupees one thousand only) drawn** on any Scheduled bank in favour of Uttar Pradesh Bhumi Sudhar Nigam, payable at **Lucknow**. (Demand draft is to be submitted subsequently as per the procedure described in paragraph 10 below). The Schedule of Requirements for all the schedules is contained in a single bidding document. Bidders need not to purchase more than one document even if they want to bid for more than one schedule. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

- |     |   |                        |
|-----|---|------------------------|
| (a) | Price of bidding document<br>(non-refundable)       | : Rs. 1500/-           |
| (b) | Date of commencement of<br>sale of bidding document | : 01.12.2017           |
| (c) | Last date for sale of<br>bidding document           | : 30.12.2017, 04.00 PM |
| (d) | Last date and time for<br>Submission of bids        | : 30.12.2017, 4.00 PM  |
| (e) | Time and date of<br>opening of bids– technical part | : 05.01.2018, 11.30 AM |

6. All bidders who wish to participate in the e-procurement must be having Registration/Digital Signature from U.P. Electronics Corporation Ltd, 10 Ashok Marg, Lucknow.
7. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://etender.up.nic.in>.
8. Bids must be submitted online on <https://etender.up.nic.in> on or before the deadline for submission of bids, and the 'Technical Part' of bids will be opened online at the specified time and date for opening of bids, as given above. **The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part.** Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
9. All bids must be accompanied by a bid security as specified in the bid document. Procedure for submission of bid security is described in Para 10.
10. The bidders are required to submit (a) original demand draft towards the cost of bid document and registration on e-procurement website (if not previously registered); and (b) original bid security in approved form with The Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010 before the opening of the Bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
11. Bidder may offer bids for any one or more schedules.
12. Contracts for each schedule will be concluded separately and Award of contract would be issued separately.
13. Any bidder who is having criminal record or black listed by the State Government is not allowed to participate in the bidding process.
14. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
15. The package or complete bid can be cancelled/modified without assigning any reason thereof.

16. Qualifications requirements are indicated in Section III of the bidding documents. A margin of preference for eligible national contractors *“shall” be applied, as appropriate.* Additional details are provided in the Bidding Documents.
17. All bids must be accompanied with a bid security of **Rs 8,10,000 for Schedule I, Rs 7,00,000 for Schedule II, Rs 5,30,000 for Schedule III, Rs 8,90,000 for Schedule IV and Rs 7,30,000 for Schedule V** or an equivalent amount in a freely convertible currency.
18. Pre bid conference would be held on **December 11, 2017** at 3:00 P.M to the address below.
19. The address referred to above is:

**Managing Director,  
U.P. Bhumi Sudhar Nigam  
TC/19V Bhumitra Bhawan,  
Vibhuti Khand, Gomti Nagar,  
Lucknow – 226010, U.P. (India)  
Phone : 0091-522—2720428-2720050  
Fax No.:0091-522-2720416, 417  
upbsnhq@upbsn.org**

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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 Agriculture Grade Gypsum Powder with minimum 70%  $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$  fineness of 100% passing through 2.0 mm sieve and 50% through 0.25 mm sieve conforming to IS: 6046-1982 with latest amendment or equivalent standard as specified in Section VI of Schedule of Requirement. 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, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) 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

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<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.

- (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 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 35.1 (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. | <b>Clarification of Bidding Documents</b> | 7.1 The electronic bidding system <b>specified in the BDS</b> provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified <b>in the BDS</b> . Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| 8. | <b>Amendment of Bidding Documents</b>     | 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum."<br><br>8.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been  |

communicated to all the bidders.

- 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 two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 11.2 The Technical Part shall contain the following:
- a. Letter of Bid – Technical Part prepared in accordance with ITB 12;
  - b. Bid Security, in accordance with ITB 21.1;
  - c. Alternative Bid – Technical Part: if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;
  - d. Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - e. Bid Security in accordance with ITB Clause 21,
  - f. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - g. documentary evidence in accordance with ITB Clause

16 establishing the Bidder's eligibility to bid;

- h. documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- i. documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- j. documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- k. any other document **required in BDS**.

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

- a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- b) **Price Schedules:** completed prepared in accordance with ITB 12 and ITB 14;
- c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- d) any other document **required in the BDS**.

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

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

## **12. Process of Bid Submission**

12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.3. All blank spaces shall be filled in with the information requested.

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



uploaded on this website.

**12.3 Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per IFB); and (ii) original bid security in approved form, with the office **specified in the BDS**, before the opening of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.

**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 Letter of Bid – Financial Part 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 Letter of Bid – Financial Part, in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.

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

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 duties (customs etc.) and GST 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 GST 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 GST 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 33. 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.

- 15. Currencies of Bid**
- 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 **BDS**.
- 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.
- 16. Documents Establishing the Eligibility of the Bidder**
- 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.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 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.
- 18. Documents Establishing the Conformity of the Goods and Related Services**
- 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.
- 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.
- 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 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 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

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

(a) that, 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;

(a) 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

(b) 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 the Technical Part of its bid, a Bid Security as **specified in the BDS**, in original form and, in the amount 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 48.

21.5 The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on Letter of Bid (Technical Part and/or Financial Part) 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 47;*

(ii) *furnish a Performance Security in accordance with ITB Clause 48.*

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 47; or furnish a performance security in accordance with ITB 48;

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 the Bid as per details given in ITB 23.

22.2 Bidders shall mark as "CONFIDENTIAL" information in

their Bids which is confidential to their business.

- 22.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be uploaded along with the Bid.
- 22.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.
- 22.5 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

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

#### **23. Preparation of Bids**

- 23.1 Bids shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the <https://etender.up.nic.in>. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can log on to this website and view the Request for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
- 23.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding



document and scanned copy of the bid security.

- 23.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
- 23.4 Physical, e-mail, Telex, Cable, or Facsimile bids will be rejected as non-responsive.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be uploaded online 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 document in accordance with ITB 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 electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by uploading the request before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).
- 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 Letter of Bid (Technical Part and/or Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 21.5.

- 27. Public Opening of Technical Parts of Bids**
- 27.1 The Purchaser shall publicly open Technical Parts of all Bids received by the deadline at the date and time specified in the BDS, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, the bidders' name and such other details as the Purchaser may consider appropriate shall be notified as Technical Part bid opening summary.

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

- 27.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and alternative bids – technical parts if permitted in ITB 13, that are opened at Bid opening shall be considered further for evaluation.

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

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 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 38.

- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 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 which do not constitute a material deviation, reservation or omission.
- 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 or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS.**
- 32. Evaluation of Technical Parts**
- 32.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 33, ITB 34, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

- 33. Determination of Responsiveness**
- 33.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 33.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the purchaser's rights or the bidder's obligations under the contract; or
  - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 33.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.
- 33.3 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB 11 have been provided, and to determine the completeness of each document submitted.
- 33.3.1 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16, ITB 17, ITB 18 and ITB 19, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 33.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (GCC Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 33.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

- 34. Qualification of the Bidders**
- 34.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 34.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 34.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
- 35. Public Opening of Financial Parts**
- 35.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:
- (i) their Technical Part of Bid failed to meet the requirements of the bidding document;
  - (ii) their Financial Part of the Bid shall not be opened; and
  - (iii) notify them of the date and time for public opening of the Financial Parts of the Bids.
- 35.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:
- a. their Bid has been evaluated as substantially responsive to the bidding document and met the

Qualification Criteria;

- b. their Financial Part of Bid will be opened at the public opening of Financial Parts;
- c. notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.

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

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

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

**36. Evaluation of Financial Parts**

- 36.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
- a. Evaluation will be done for items or lots (contracts), as specified in the BDS; and the bid price as quoted in accordance with ITB 14;
  - b. Not used;
  - c. Price adjustment due to discounts offered in accordance with ITB 14.4;
  - d. Not used;
  - e. Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB31.3; and
  - f. The additional evaluation factors specified in section III, evaluation and qualification criteria.
- 36.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over

the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 36.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.
- 36.4 The Purchaser's evaluation of a Bid will exclude and not take into account:
- a. in the case of Goods manufactured in India or goods of foreign origin already located in India, GST and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - b. Not used;
  - c. any allowance for price adjustment during the period of execution 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 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 36.1 (f).

**37. Margin of Preference**

37.1 Not applicable.

**38. Correction of Arithmetical Errors**

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

**39. Conversion to Single Currency**

39.1 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**.

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| 40. <b>Domestic Preference</b>  | 40.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise <b>specified in the BDS</b> .  |
| 41. <b>Comparison of Financial Parts</b>                                      | 41.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 36.1 to determine the Bid that has the lowest evaluated cost.  |
| 42. <b>Postqualification of the Bidder</b>                                    | <p>42.1 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.</p> <p>42.2 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.</p> <p>42.3 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.</p> |
| 43. <b>Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 43.1 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

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| 44. <b>Award Criteria</b>  | 44.1 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.   |
| 45. <b>Purchaser's Right to Vary Quantities at Time of Award</b> | 45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |



**46. Notification of Award**

- 46.1 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.
- 46.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 46.3 The Purchaser shall publish in UNDB online and in the dgMarket, and also on website <https://etender.up.nic.in> with free access 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.
- 46.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 48, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

**47. Signing of Contract**

- 47.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 47.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 47.3 Notwithstanding ITB 47.2 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.

**48. Performance Security**

- 48.1 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 18, 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.
- 48.2 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 - Bid 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	<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser is: Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V Vibhuti Khand, Gomti Nagar, Lucknow - 226010, U.P., India
<b>ITB 1.1</b>	The name and identification number of the ICB are: <b>02/2017-18</b> The number, identification and names of the lots comprising this ICB are: <b>02/2017-18, Agriculture Grade Gypsum Powder with minimum 70% CaSO<sub>4</sub>. 2H<sub>2</sub>O conforming to IS : 6046-1982 with latest amendment or equivalent standard in five (05) schedules.</b>
<b>ITB 2.1</b>	The Borrower is Government of India.
<b>ITB 2.1</b>	The name of the Project is: <b>U.P. sodic lands Reclamation III Project (Credit no. 4640-IN)</b>
<b>ITB 4.3</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>ITB 4.5</b>	Dependent agencies of Borrower or Sub-borrower are also not eligible to bid as per Para 1.8(c) of World Bank Procurement Guidelines.
<b>B. Contents of Bidding Documents</b>	
<b>ITB 7.1</b>	<p><b>Electronic –Procurement System</b></p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process:</p> <p style="text-align: center;"><a href="https://etender.up.nic.in">https://etender.up.nic.in</a></p> <p>Requests for clarification should be received by the Purchaser no later than 14 days prior to the deadline for submission of bids.</p>
<b>ITB 8.1</b>	The addendum will appear on the e-procurement system under <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and email notification is also automatically sent to those bidders who have started working on this tender.

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: English.
<b>ITB 11.2 (k) &amp; ITB 11.3 (d)</b>	The Bidder shall submit the following additional documents in its Bid: <i>NIL</i>
<b>ITB 12</b>	<b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
<b>ITB 12.3</b>	For submission of original documents, the Purchaser's address is: Attention: Dr. Satyendra Kumar Singh, Joint Managing Director Address: TC/19 V, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 City: Lucknow, PIN/Postal Code: 226010 Uttar Pradesh Country: INDIA
<b>ITB 13.1</b>	Alternative Bids " <b>shall not be</b> " considered.
<b>ITB 14.5</b>	The Incoterms edition is Incoterms 2010.
<b>ITB 14.6(a)</b>	Add the following at the end of ITB Clause 14.6(a) as 14.6 (a) (iv) (iv) Bidders may like to ascertain availability of Deemed Export or other Benefits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder separately. Where the bidder has quoted taking into account such benefits, he must give all information required for issue of the Project Authority/ Payment and other Certificates in terms of the Import Export Policy or Central Excise Notifications along with his bid in Form Serial No. 8 of Section VI. The Project Authority /payment/other Certificates will be issued on this basis only and no subsequent change will be permitted. Where such Certificates are issued by the Purchaser, Excise Duty will not be reimbursed separately. Bids which do not conform to this provision, will be treated as non-responsive and rejected."
<b>ITB 14.6 (b) (i) and (c) (iii)</b>	Place of destination (Railway rake point) Schedule I [Aligarh, Etah & Kasganj, Mainpuri & Firozabad] Schedule II [Unnao, Kanpur Nagar, Hardoi & Sitapur] Schedule III, [Kannauj (Rake point-Farrukhabad), Farrukhabad]

	Schedule IV [Raebareli & Amethi, Lucknow, Sultanpur,Pratapgarh] Schedule V [Jaunpur, Azamgarh, Bhadohi - (Rake point - Shivpuri Varanasi) ]																																				
<b>ITB 14.6 (a) (iii); (b)(ii) and (c)(v)</b>	<p>“Final destination (Project Site)” (Nearest Railway Rake point)”:</p> <table border="1"> <thead> <tr> <th>Name of DPUs</th> <th>Railway Rake Points</th> <th>Name of DPUs</th> <th>Railway Rake Points</th> </tr> </thead> <tbody> <tr> <td>Aligarh</td> <td>Aligarh</td> <td>Jaunpur</td> <td>Shahganj</td> </tr> <tr> <td>Etah &amp; Kasganj</td> <td>Etah</td> <td>Sultanpur &amp; Faizabad</td> <td>Sultanpur</td> </tr> <tr> <td>Mainpuri &amp; Firozabad</td> <td>Mainpuri</td> <td>Azamgarh</td> <td>Azamgarh</td> </tr> <tr> <td>Farrukhabad</td> <td>Farrukhabad</td> <td>Hardoi &amp; Sitapur</td> <td>Hardoi</td> </tr> <tr> <td>Raebareli &amp; Amethi</td> <td>Raebareli</td> <td>Kannauj</td> <td>Farrukhabad</td> </tr> <tr> <td>Unnao</td> <td>Unnao</td> <td>Bhadohi</td> <td>Shivpuri in Varanasi</td> </tr> <tr> <td>Lucknow</td> <td>Mohanlalganj</td> <td>Pratapgarh</td> <td>Pratapgarh</td> </tr> <tr> <td>Kanpur Nagar</td> <td>Kanpur</td> <td></td> <td></td> </tr> </tbody> </table>	Name of DPUs	Railway Rake Points	Name of DPUs	Railway Rake Points	Aligarh	Aligarh	Jaunpur	Shahganj	Etah & Kasganj	Etah	Sultanpur & Faizabad	Sultanpur	Mainpuri & Firozabad	Mainpuri	Azamgarh	Azamgarh	Farrukhabad	Farrukhabad	Hardoi & Sitapur	Hardoi	Raebareli & Amethi	Raebareli	Kannauj	Farrukhabad	Unnao	Unnao	Bhadohi	Shivpuri in Varanasi	Lucknow	Mohanlalganj	Pratapgarh	Pratapgarh	Kanpur Nagar	Kanpur		
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<b>ITB 14.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser’s Country shall be quoted as CIF Port, Kolkatta & Kandla and FOB port of shipment.																																				
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.																																				
<b>ITB 15.1</b>	Clause 15.1 is not applicable and Clause 15.2 applies to all goods and services.																																				
<b>ITB 15.3</b>	<p>Add the following as Clause 15.3:</p> <p>“15.3 Agents and service facilities in India:</p> <p>(a) If a foreign bidder has engaged an Indian agent, it will be required to give the following details in the offer:</p> <p>(i) the name and address of the local agent;</p> <p>(ii) what service the agent renders; and</p> <p>(iii) the fixed amount of remuneration for the agent included in the offer.</p> <p>(b) The agency commission shall be indicated in the space provided for in the price schedule.”</p>																																				
ITB 16.1	Not Used																																				
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>N.A.</i>																																				
ITB 19.2(a)	Manufacturer’s authorization is: required as per proforma in Section IV.																																				
ITB 19.2 (b)	After sales service is: <i>Not required.</i>																																				

<b>ITB 19.2 (d)</b>	<p>Add the following as Clauses 19.2(d) ,19.2 (e) and 19.2(f)</p> <p>“19.2(d) If an agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a <u>separate bid form for each bid and a bid security</u>, when required, for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.”</p> <p><i>19.2 (e) Supplies for any particular item in each schedule of the bid should be from one manufacturer only for the entire quantity required. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid other than alternative bids will be treated as non-responsive.</i></p> <p><i>19.2 (f) Bids from Joint Venture is not acceptable.</i></p>
<b>ITB 20.1</b>	The bid validity period shall be 120 days.
<b>ITB 20.3</b>	<p>Substitute this clause with the following:</p> <p>“In the case of fixed price contracts, in the event that the Purchaser requests and the Bidder agrees to an extension exceeding 56 days beyond the expiry of the initial bid validity, the contract price, if the Bidder is selected for award, shall be the bid price corrected as follows:</p> <p>(a) The foreign currency component of the price shall be increased by the factor 2% p.a for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.</p> <p>(b) Similarly, the local currency component of the price shall be increased by the factor 2% p.a for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.</p> <p>(c) “Bid evaluation will be based on the prices without taking into consideration the above correction.”</p>
<b>ITB 21.1</b>	<p>(a) Bid Security is required;</p> <p>(b) Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms;</p>
<b>ITB 21.2</b>	<p>The amount of the Bid Security shall be: <b>Rs 8,10,000 for Schedule I, Rs 7,00,000 for Schedule II, Rs 5,30,000for Schedule III, Rs 8,90,000 for Schedule IV and Rs 7,30,000for Schedule V.</b></p> <p>In sub-para (b), line 3, substitute the word ‘bond’ with ‘security’.</p>
<b>ITB 22.1</b>	The Bidder shall prepare the Bid as per details given in ITB 23.
<b>ITB 22.3</b>	<p>Please add the following at the end of this clause:</p> <p>“A copy of the Power of Attorney” confirming the signature as a person duly authorized to sign on behalf of the bidder should be attached with the bid.”</p>
<b>D. Online Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	Class of DSC required is: 2
<b>ITB 24.1</b>	<p><b>The deadline for uploading the Bids is:</b></p> <p>Date: 30.12.2017</p> <p>Time: 4.00 PM</p>

<b>ITB 26.1</b>	Re-submission of the bid is not allowed, if withdrawn.
<b>ITB 27.1</b>	<p>The <b>online bid opening</b> shall take place at:</p> <p>Address: Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V Vibhuti Khand, Gomti Nagar, Lucknow - 226010, U.P., India  Telephone: 0091-0522-2720428, 2720050  Facsimile number: 0091-0522-2720416, 0091-0522-2720417  Country: INDIA</p> <p>Date: <b>05.01.2018</b>  Time: 11.30 PM</p> <p>Add at the end of ITB Clause 27.1 the following:  “In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.”</p>
<b>ITB 31.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
<b>ITB 33.3.2</b>	<p>Deviations from or objections or reservations to critical provisions which may be treated as material deviations are:</p> <ul style="list-style-type: none"> <li>- Bid Security [ITB Clause 21];</li> <li>- Performance Security [GCC Clause 18];</li> <li>- Governing Law (GCC Clause 9);</li> <li>- Deemed Export [Note under 14.6(a) of ITB Bid Data Sheet];</li> <li>- Taxes and Duties [GCC/SCC Clause 17];</li> <li>- Warranty [GCC/SCC Clause 28];</li> <li>- Force Majeure [GCC Clause 32]; and</li> <li>- Limitation of Liability [GCC Clause 30].</li> </ul> <p>This list is only illustrative and not exhaustive.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 33.3.2</b>	<p>Deviations from or objections or reservations to critical provisions which may be treated as material deviations are:</p> <ul style="list-style-type: none"> <li>- Bid Security or declaration [ITB Clause 21];</li> <li>- Performance Security [GCC Clause 18];</li> <li>- Governing Law (GCC Clause 9);</li> <li>- Deemed Export [Note under 14.6(a) of ITB Bid Data Sheet];</li> <li>- Taxes and Duties [GCC/SCC Clause 17];</li> <li>- Warranty [GCC/SCC Clause 28];</li> <li>- Force Majeure [GCC Clause 32]; and</li> <li>- Limitation of Liability [GCC Clause 30].</li> </ul> <p>This list is only illustrative and not exhaustive.</p>

<b>ITB 35.2(c)</b>	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.</p> <p>In addition to the above the Purchaser shall publish a notice of the public opening of the Financial Parts of the Bid on <b>the e-tender</b> website <a href="https://etender.up.nic.in">https://etender.up.nic.in</a></p>
<b>ITB 36.1</b>	<p>Evaluation will be done for <b>lot by lot</b>. Bidder should quote for the complete requirement for goods and services specified in each lot as stated in ITB clause 14.8 failing which such bids will be treated as non-responsive.</p>
<b>ITB 36.5</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule:- <b>Not used</b></li> <li>(b) Deviation in payment schedule: <i>Not Used</i></li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: <i>Not Used</i></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>N.A/ Not Used</i></li> <li>(e) the projected operating and maintenance costs during the life of the equipment <i>N.A/ Not Used</i></li> <li>(f) the performance and productivity of the equipment offered; <i>N.A/ Not Used</i></li> </ul>
<b>F. Award of Contract</b>	
<b>ITB 40</b>	<p>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.</p>
<b>ITB 45</b>	<p>The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is:20%</p>



## **Evaluation and Qualification Criteria**

### **Contents**

1. Domestic Preference (ITB 40.1)
2. Evaluation Criteria (ITB 34 & ITB 36)
3. Multiple Contracts (ITB 36.3)
4. Post qualification Requirements (ITB 42.2)

## 1. Domestic Preference (ITB 40.1)

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. *(Bidders may note that bids offering goods from within the country of the Purchaser [Group A and B bids] should indicate prices entirely EXW (ex works, ex factory, or off-the-shelf as applicable). Bids offering supplies partly as EXW and partly as CIF will be treated as Group C bid only).*

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, all 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

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

### Most Advantageous Bid

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

### TECHNICAL PART

#### 1. Qualification (ITB 34)

##### 1.1 Qualification Criteria (ITB 34.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(A) If the Bidder is a manufacturer:

(i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The bidder must have turnover equivalent to the following amount for which schedule bidder applied for each year of last two years (2015-16 and 2016-17). Bids for more than one schedule should satisfy the total amount of the qualifying requirements for all schedules being applied for.

Schedule	Amount (in crore )	Schedule	Amount (in crore )
1	8.10	2	7.0
3	5.30	4	8.90
5	7.30		

(ii) Experience and Technical Capacity

- a). The Bidder should be a manufacturer or producer of Agriculture grade gypsum powder and should have been in the business of manufacturing or production namely and sale of Agriculture grade gypsum powder for a minimum period of 3 years (2014-15 to 2016-17). If a bidder is only a manufacturer or producer then he should have legal mining rights or firm tie-up either with mines owner or organization which has mining right.
- b). The annual production capacity of the producer or manufacturer should not be less than the quantity being asked for each schedule for Agriculture Grade Gypsum quoted for and the manufacturer or producer should have legal mining rights or firm tie-up either with mines owner or organization which has mining right for corresponding amount.
- c). The Bidder must have successfully manufactured or produced and supplied quantity of Agriculture grade gypsum powder equivalent to the quantity

being asked for respective schedule in anyone year of the last three year (2014-15 to 2016-17) and half of the quantity of respective schedule in remaining two year of last three year (2014-15 to 2016-17). If bidder apply for more than one schedule the qualification requirement in respect of manufactured or produced and supplied of Gypsum should be aggregate of respective schedule. A certificate to this effect from such a Purchaser should be attached with the bids.

**Bids for more than one schedule should satisfy the aggregate of the qualifying requirements.**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): (i) Name of purchaser to whom the goods supplied and satisfactory report from the purchaser (ii) Copy of purchase order. (iii) Authoritative evidence of annual production capacity (iv) Evidence of annual supply of Agriculture grade gypsum for last 03 years (v) Evidence of being manufacturer or producer with documentary proof of legal mining right or firm tie up either with mines owner or organization which has mining right with required annual production capacity

- (iii) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: (i) Supporting document which prove quality of Gypsum is as per required specification of Agriculture Grade Gypsum Powder.

(B) For Non-Manufacturer or Non Producer (or Distributors) Bidders :

In the case of a Bidder is offering Gypsum Powder under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer of the product as per authorization Form in Section IV. The Manufacturer of the offered product should meet the qualification requirements listed under A) above.

In addition, the Bidder must have successfully supplied 25% of the quantity of Agriculture grade gypsum powder equivalent to the quantity being asked for respective schedule in anyone year of the last three year (2014-15 to 2016-17) and the documentary evidence will be submitted with the bid to support the same. If bidder applies for more than one schedule the qualification requirement in respect of Gypsum supplied should be aggregate of respective schedule.

2. All bids submitted shall also include the following information

- (i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
- (ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required goods within the specified time period.
- (iii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- (iv) 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.]

## FINANCIAL PART

### 3. Evaluation (ITB 32, 33, and 36)

#### 3.1. Evaluation Criteria (ITB 36.5)

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

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.6, one or more of the following factors as specified in ITB 36.1(f) and in BDS referring to ITB 36.5, using the following criteria and methodologies.

- (a) Delivery schedule. (As per Incoterms specified in the BDS) – No deviation in delivery schedule.
- (b) Deviation in payment schedule. (specified in the BDS) – Not permitted but *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.*
- (c) Cost of major replacement components, mandatory spare parts, and service. – Not used.
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.- *N.A.*
- (e) Projected operating and maintenance costs. **Not used**  
Operating and maintenance costs..**Not Used**
- (g) Performance and productivity of the equipment offered: *N.A.*
- (h) Specific additional criteria *NIL*

### **3. Multiple Contracts (ITB 36.3)**

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 42.2 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
- I. (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 42.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 41.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 42, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

##### A) For Manufacturer or Producer Bidders

###### (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): The bidder must have turnover equivalent to the following amount for which schedule bidder applied for each year of last two years (2015-16 and 2016-17). Bids for more than one schedule should satisfy the total amount of the qualifying requirements for all schedules being applied for.

Schedule	Amount (in crore )	Schedule	Amount (in crore )
1	8.10	2	7.0
3	5.30	4	8.90
5	7.30		

###### (b) Experience and Technical Capacity

1. The Bidder should be a manufacturer or producer of Agriculture grade gypsum powder and should have been in the business of manufacturing or production namely and sale of Agriculture grade gypsum powder for a minimum period of 3 years (2014-15 to 2016-17). If a bidder is only a manufacturer or producer then he should have legal mining rights or firm tie-up either with mines owner or organization which has mining right.
2. The annual production capacity of the producer or manufacturer should not be less than the quantity being asked for each schedule for Agriculture Grade Gypsum quoted for and the manufacturer or producer should have legal mining rights or firm tie-up either with mines owner or organization which has mining right for corresponding amount.
3. The Bidder must have successfully manufactured or produced and supplied quantity of Agriculture grade gypsum powder equivalent to the quantity being asked for respective schedule in anyone year of the last three year (2014-15 to 2016-17) and half of the quantity of respective schedule in remaining two year of last three year (2014-15 to 2016-17). If bidder apply for more than one schedule the qualification requirement in respect of manufactured or produced and supplied of Gypsum should be aggregate of respective schedule. A certificate to this effect from such a Purchaser should be attached with the bids.

###### **Bids for more than one schedule should satisfy the aggregate of the qualifying requirements.**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): (i) Name of purchaser to whom the goods supplied and satisfactory report from the purchaser (ii) Copy of purchase order. (iii) Authoritative evidence of annual production capacity (iv) Evidence of annual supply of Agriculture grade gypsum for last 03 years (v) Evidence of being manufacturer or producer with documentary proof of legal mining right or firm tie

up either with mines owner or organization which has mining right with required annual production capacity

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: (i) Supporting document which prove quality of Gypsum is as per required specification of Agriculture Grade Gypsum Powder.

**B) For Non-Manufacturer or Non Producer (or Distributors) Bidders**

In the case of a Bidder is offering Gypsum Powder under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer of the product as per authorization Form in Section IV. The Manufacturer of the offered product should meet the qualification requirements listed under A) above.

In addition, the Bidder must have successfully supplied 25% of the quantity of Agriculture grade gypsum powder equivalent to the quantity being asked for respective schedule in anyone year of the last three year (2014-15 to 2016-17) and the documentary evidence will be submitted with the bid to support the same. If bidder applies for more than one schedule the qualification requirement in respect of Gypsum supplied should be aggregate of respective schedule.



## **Section IV. Bidding Forms**

### **Table of Forms**

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### 1A. Letter of Bid – Technical Part

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

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

*Note: All italicized text is to help Bidders in preparing this form.*

*No alterations to the text except as provided in ITB 22.3, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.*

**Date of this Bid submission:**

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

**Request for Bid No.:** 02/2017-18

To:

Managing Director,  
Uttar Pradesh Bhumi Sudhar Nigam,  
TC/19V Vibhuti Khand,  
Gomti Nagar, Lucknow-226010; UP; India

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods: **Agriculture Grade Gypsum Powder with minimum 70% CaSO<sub>4</sub> .2H<sub>2</sub>O conforming to IS : 6046-1982 with latest amendment or equivalent standard.**
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 20.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 24.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (f) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.2(b).
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (h) **State-owned enterprise or institution:** *We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.5;*
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- (j) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (l) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988.”

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

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

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

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

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

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

### 1B. Letter of Bid - Financial Part

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

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

*Note: All italicized text is to help Bidders in preparing this form.*

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

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

**Request for Bid No.:** 02/2017-18

**To:**

Managing Director,  
Uttar Pradesh Bhumi Sudhar Nigam,  
TC/19V Vibhuti Khand,  
Gomti Nagar, Lucknow-226010; UP; India

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 20.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 24.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:  
The total price of the Bid is [insert the total price of the bid in Rs words and figures];
- (c) **Discounts:** The discounts offered and the methodology for their application are:  
(i) The discounts offered are: [Specify in detail each discount offered]  
(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

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

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:\***[insert complete name of the Bidder]

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

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

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

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

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

## 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 of bid submission :  
ICB No.: 2/2017-18

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 government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.

# Price Schedule Forms

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

**Lot no. I (Aligarh & Buland Shahar, Etah & Kasganj, Mainpuri & Firozabad)**

(Group C bids, goods to be imported)								Date: _____		
Currencies in accordance with ITB Sub-Clause 15								ICB No: _____		
								Alternative No: _____		
								Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10	11
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) (CIF <i>where goods are carried by sea to a port of destination</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)	Agent's name	Agent's commission as a % of CIF/CIP Price Included in the Quoted Price
<i>[insert number of the item]</i>	<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, to be Imported**

**Lot no. II (Unnao,Kanpur Nagar, Hardoi & Sitapur)**

(Group C bids, goods to be imported)						Date: _____				
						ICB No: _____				
Currencies in accordance with ITB Sub-Clause 15						Alternative No: _____				
						Page N° _____ of _____				
1	2	3	4	5	6	7	8	9	10	11
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) (CIF where goods are carried by sea to a port of destination)	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)	Agent's name	Agent's commission as a % of CIF/CIP Price Included in the Quoted Price
[ <i>insert number of the item</i> ]	[ <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, to be Imported**

**Lot no. III (Farrukhabad, Kannauj)**

(Group C bids, goods to be imported)						Date: _____				
						ICB No: _____				
Currencies in accordance with ITB Sub-Clause 15						Alternative No: _____				
						Page N° _____ of _____				
1	2	3	4	5	6	7	8	9	10	11
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) ( <i>CIF where goods are carried by sea to a port of destination</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)	Agent's name	Agent's commission as a % of CIF/CIP Price Included in the Quoted Price
<i>[insert number of the item]</i>	<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, to be Imported**

**Lot no. IV (Lucknow, Raebareli & Amethi, Sultanpur,Pratapgarh)**

(Group C bids, goods to be imported)											
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	11	
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) ( <i>CIF where goods are carried by sea to a port of destination</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)	Agent's name	Agent's commission as a % of CIF/CIP Price Included in the Quoted Price	
<i>[insert number of the item]</i>	<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, to be Imported**

**Lot no. V (Jaunpur, Azamgarh, Bhadohi & Varanasi)**

(Group C bids, goods to be imported)										
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	11
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 14.6(b)(i) (CIF where goods are carried by sea to a port of destination)	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)	Agent's name	Agent's commission as a % of CIF/CIP Price Included in the Quoted Price
[insert number of the item]	[insert name of good]	[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 CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]		
							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**  
**Lot no. I (Aligarh & Bulandshahar, Etah & Kasganj, Mainpuri & Firozabad)**

(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB Sub-Clause 15										ICB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
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. 5×8)	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, GST and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</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 per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales, GST, and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i>										Total Bid Price	
Date <i>[insert date]</i>											

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported**  
**Lot no. II (Unnao, Kanpur Nagar,Hardoi & Sitapur)**

(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB Sub-Clause 15										ICB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
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. 5×8)	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, GST and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</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 per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales, GST, and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>											

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

**Lot no. III (Farrukhabad, Kannauj)**

(Group C bids, Goods already imported)											
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	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. 5×8)	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, GST and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</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 per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales, GST, and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid 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**

**Lot no. IV (Lucknow, Raebareli & Amethi, Sultanpur,Pratapgarh)**

(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB Sub-Clause 15										ICB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
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. 5×8)	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, GST and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</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 per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales, GST, and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>											



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

**Lot no. V (Jaunpur, Azamgarh, Bhadohi & Varanasi)**

(Group C bids, Goods already imported)											
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	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. 5×8)	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, GST and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv))	Total Price per item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</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 per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales, GST, and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>										Total Bid Price	

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

**Lot no. I (Aligarh & Bulandshahar, Etah & Kasganj, Mainpuri & Firozabad)**

Purchaser's Country <u>INDIA</u>		(Group A and B bids)				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
Currencies in accordance with ITB Sub-Clause 15									
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 [including Excise Duty if any] (Col. 4×5)	Price per line item for inland transportation, insurance and other services required 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, GST, and other taxes payable per 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]
								<b>Total Price</b>	

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

Note: (a) In case the bidder is planning to avail excise duty exemption, excise duty should not be included in rate mentioned in above table.

(b) For column 8, break-up of the cost of labour, list of raw materials and components provided from within India should also be indicated separately as to verify applicability of domestic preference in accordance with ITB clause 40.1

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

**Lot no. II (Unnao, Kanpur Nagar, Hardoi & Sitapur)**

Purchaser's Country <u>INDIA</u>		(Group A and B bids)				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
Currencies in accordance with ITB Sub-Clause 15									
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 [including Excise Duty if any] (Col. 4x5)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in the Purchaser's Country % of Col. 5	Sales, GST, and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of 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 EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								<b>Total Price</b>	

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

Note: (a) In case the bidder is planning to avail excise duty exemption, excise duty should not be included in rate mentioned in above table.

(b) For column 8, break-up of the cost of labour, list of raw materials and components provided from within India should also be indicated separately as to verify applicability of domestic preference in accordance with ITB clause 40.1

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

**Lot no. III (Farrukahabad, Kannauj)**

Purchaser's Country <u>INDIA</u>		(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 [including Excise Duty if any] (Col. 4x5)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in the Purchaser's Country % of Col. 5	Sales, GST, and other taxes payable per 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]
								<b>Total Price</b>	

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

Note: (a) In case the bidder is planning to avail excise duty exemption, excise duty should not be included in rate mentioned in above table.

(b) For column 8, break-up of the cost of labour, list of raw materials and components provided from within India should also be indicated separately as to verify applicability of domestic preference in accordance with ITB clause 40.1

**Price Schedule: Goods Manufactured in the Purchaser's Country****Lot no. IV (Lucknow, Raebareli & Amethi, Sultanpur,Pratapgarh)**

Purchaser's Country <u>INDIA</u>		(Group A and B bids)				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
Currencies in accordance with ITB Sub-Clause 15									
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 [including Excise Duty if any] (Col. 4×5)	Price per line item for inland transportation , insurance and other services required to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in the Purchaser's Country % of Col. 5	Sales, GST, and other taxes payable per 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]
<b>Total Price</b>									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]**In case the bidder is planning to avail excise duty exemption, excise duty should not be included in rate mentioned in above table.**(b) For column 8, break-up of the cost of labour, list of raw materials and components provided from within India should also be indicated separately as to verify applicability of domestic preference in accordance with ITB clause 40.1*

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

**Lot no. V (Jaunpur, Azamgarh, Bhadohi & Varanasi)**

Purchaser's Country <u>INDIA</u>		(Group A and B bids)						Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
Currencies in accordance with ITB Sub-Clause 15									
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 [including Excise Duty if any] (Col. 4×5)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in the Purchaser's Country % of Col. 5	Sales, GST, and other taxes payable per 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]
<b>Total Price</b>									

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

- Note:
- (a) In case the bidder is planning to avail excise duty exemption, excise duty should not be included in rate mentioned in above table.
  - (b) For column 8, break-up of the cost of labour, list of raw materials and components provided from within India should also be indicated separately as to verify applicability of domestic preference in accordance with ITB clause 40.1

## **Bid Security (Bank Guarantee)**

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

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

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

**Date:** *[insert date]*

**BID GUARANTEE No.:** *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

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

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency]*, *[insert 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 Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity as stated in the Bid Submission Form or extended by the Employer at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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 that the Bidder was unsuccessful; 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) of authorized bank's representative(s)]*

**NOTE:**

- (i) *If the institutions issuing the security is located outside the Purchaser's country, it shall have a correspondent financial institution located in the purchaser's country, to make it enforceable (Note 30 PGL).*

## Manufacturer's Authorization

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

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

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 against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB.

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

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

Title: *[insert title]*

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

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



## Section V. – Eligible Countries

### Public Information Center

#### 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 borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:<sup>6</sup>

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

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

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<sup>6</sup> Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

## **PART 2 – Supply Requirements**

## **Section VI. Schedule of Requirements**

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### ***1. List of Goods and Delivery Schedule***

Line Item N°	Description of Goods	Quantity	Physical unit	Final (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]	Bid Security in the currency of the bid or in US\$ or Indian Rupees
<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>[in Indian Rupees]</i>
1	Agriculture Grade Gypsum Powder conforming to IS-6046-1982 with latest amendment or equivalent standard, minimum 70% CaSO <sub>4</sub> .2H <sub>2</sub> O, particle size - fineness 100% should pass through 2 mm sieve and 50% should pass through 0.25 mm sieve. Moisture content should not exceed 4% on air dry basis.	23356 MT (6500, 10491, 6365 MT for Aligarh & Buland shahar, Etah & Kasganj, Mainpuri & Firozabad respectively)	MT	Aligarh & Buland shahar, Etah & Kasganj, Mainpuri & Firozabad	Jan to Marchl, 2018	Jan to Marchl, 2018		8,10,000
II	----- do -----	19917 MT ( 6929, 4551,8437 MT for Unnao,Kanpur Nagar, Hardoi & Sitapur respectively)	MT	Unnao, Kanpur Nagar,Hardoi & Sitapur	Jan to Marchl, 2018	Jan to Marchl, 2018		7,00,000

III	----- do -----	15250 MT (6750, 8500 MT for Farrukhabad, Kannauj respectively)	MT	Farrukhabad, Kannauj	Jan to Marchl, 2018	Jan to Marchl, 2018		5,30,000
IV	----- do -----	25551 MT (7386, 6015,6300 & 5850 MT for Lucknow& Barabanki, Raebareli & Amethi, Sultanpur,Pratapgargh respectively)	MT	Lucknow & Barabanki, Raebareli & Amethi, Sultanpur, Pratapgargh	Jan to Marchl, 2018	Jan to Marchl, 2018		8,90,000
V	----- do -----	20897 MT (6650,5817 & 8430 MT for Jaunpur,Azamgarh, Bhadohi & Varanasi respectively)	MT	Jaunpur,Azamgarh, Bhadohi & Varanasi	Jan to Marchl, 2018	Jan to Marchl, 2018		7,30,000

## 2. Technical Specifications

<p><b>I.</b></p>	<p><b><i>Agriculture Grade Gypsum Powder conforming to IS-6046-1982 with latest amendment or equivalent standard.</i></b></p>	<p><b><i>I. Minimum 70% CaSO<sub>4</sub>.2H<sub>2</sub>O</i></b></p> <p><b><i>II. Particle size – fineness 100% should pass through 2.0 mm sieve and 50% should pass through 0.25 mm sieve.</i></b></p> <p><b><i>III. Moisture content should not exceed 4% on air dry basis.</i></b></p>
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### Bags-

Gypsum should be packed by the supplier in High Density Poly Ethylene – (HDPE) bags conforming to IS-9755-1989 with latest amendment or equivalent standard duly labeled such as name of the Project, contract number, name of supplier, country of origin, Name of commodity, year of supply, Net weight (50 kg per bag) and warning ‘USE NO HOOKS’ and the word “NOT FOR SALE”, ‘PROPERTY OF UPBSN/UPSLRIIP’ etc. HDPE bags in **Pink** colour with coding in alphabets for district and coloured stripe **PY-8** for sub-unit as per specification are given below.

- (i) Size – 31”x22”  
787 mm x 559 mm
- (ii) Tolerance for length & width  
(+)3% (-) nil cm
- (iii) Mesh – 10 x 10
- (iv) Denier - 1000
- (v) Weight of Bags – 82 gms +\_2%

**Note** – After filling the gypsum in bags, the stitching of bags should be done by machine. Alternatively the bags can be stitched manually also but minimum 17 stitches should be put with both side proper locking.

### 3. Inspections and Tests

The following inspections and tests shall be performed The following inspections and tests shall be performed: *by the purchaser*

1. In case of foreign supplier, inspection can be carried by an inspection agency acceptable to the purchaser which should be clearly mentioned in the bid. The charges for such inspection and tests shall be borne by the purchaser and the charges should be indicated by the foreign supplier. However, the purchaser reserves the right to appoint, at its costs, any other inspection agency, (other than the one suggested by the supplier) which should be binding on the supplier. In case of Indian manufacturers goods will be accepted after inspection by the **Managing Director, U.P. Bhumi Sudhar Nigam, TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, U.P. (India)**, or his representative who will be acting as inspecting agency for the purchaser and the cost for such inspection will be borne by the purchaser.
2. The supplier shall notify the purchaser or his representative in writing or by fax, at least 21 days prior to availability of goods for inspection prior to each shipment.
3. Notwithstanding anything stated elsewhere the purchaser or his representative have right to conduct the inspection and tests on premises of the supplier/ producer or elsewhere at any stage during production and thereafter prior to transportation and placement of the goods on the carriers. The supplier shall provide all reasonable facilities for the conduct of such inspection and tests at no additional cost to the purchaser.
4. Inspection and analysis shall be made in any case before loading, and the goods shall not be shipped, unless a satisfactory inspection report is obtained by the supplier from the purchaser or his representative.
5. Should any inspected or tested goods fail to conform to the specifications specified in the contract, the purchaser or his representative may reject them, and this decision shall be binding on the supplier, who will replace the goods to meet contractual specifications with no cost to the purchaser.

The purchaser's right to inspect, test and, where necessary, reject the goods after the goods arrival in the purchaser's country shall in no way be limited or waived by the reason of the goods having previously be inspected, tested and passed by the purchaser or its representative prior to the goods shipment from the country of origin.

#### 4. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL OF THE SUPPLIED GOODS -

No.  
M/s.

Date:

Sub: Certificate of receipt of the supplied Goods

1. This is to certify that the Goods as detailed below has/have been received in good condition in accordance with the Contract/Specifications.

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

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

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

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

(e) Bill of Lading \_\_\_\_\_ dated \_\_\_\_\_

(for import contract)

(f) Name of the vessel/transporter \_\_\_\_\_

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

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

(i) Date of receipt and inspection/testing \_\_\_\_\_

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

or

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

(a)

(b)

(c)

(d)

3. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

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



## 5. PROFORMA FOR PERFORMANCE CERTIFICATE

Bid Number:

Date of Opening:

Name of the Bidder:

Order Placed by (full address of Purchaser)	Order Number and Date	Description and Quantity of material supplied	Date of completion of delivery as per the Contract	Actual date of completion of delivery	Reasons for delay in delivery, if applicable

## 6. DECLARATION REGARDING DEEMED EXPORT BENEFITS

(Bidder's name and address):

To:

(Name of the Purchaser)

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us separately.
2. We are furnishing below the information required by the Purchaser for issue of Project Authority/Payment Certificate in terms of the Export and Import Policy of the Government of India:
  - (A) (i) Value of import content of supply to be made by the Bidder: (Breakup of list of items to be imported with value attached) \* Rs. \_\_\_\_\_ (exchange rate on US\$ = Rs. \_\_\_\_\_)
  - (B) (i) Name of the sub-contractor, if any, and whose name is to be included in the main Contract: \_\_\_\_\_
  - (ii) Description, quantity and value of the goods to be supplied by the above sub-contractor:
 

	Description _____
	Quantity _____
	Value (Rs.) _____
  - (iii) Value of import content of supply to be made by the sub-contractor: (Breakup of list of items to be imported with value attached.) Rs. \_\_\_\_\_ (exchange rate on US\$ = Rs. \_\_\_\_\_)

*(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)*

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

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

Place: \_\_\_\_\_

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

(Designation) \_\_\_\_\_

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

\* Please attach details item-wise with cost.

## Breakup of EXW price as required for determining eligibility for Domestic preference

EXW Price.....

Serial No	Item	Cost
1	Local labor	
2	Cost of Raw materials procured from within India (list attached)	
3	Cost of Material from within India(list attached)	
4	Total	
5	Cost of labor, raw materials, and material form within India as a percentage of the EXW Price	

Attach detailed list of (a) raw materials, and (b) material from within India indicating cost of each

## **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 there from, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” 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>7</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>8</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

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<sup>7</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>8</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.

obligation;

(iii) “collusive practice”<sup>9</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>10</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 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

<sup>9</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> a “party” refers to a participant in the procurement process or contract execution.



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**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the

- Association** 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.

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| <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 SCC.   |
| <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.   |
| <b>16. Terms of Payment</b>                  | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>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</p>   |

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 arbitration 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(i)</b>	The Purchaser's country is: <b>India</b>																																				
<b>GCC 1.1(j)</b>	The Purchaser is: <b>The Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, U.P., India</b>																																				
<b>GCC 1.1 (o)</b>	<p>The Project Site(s)/Final Destination(s)/Nearest railway rake point (s) is/are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name of DPU</th> <th style="width: 25%;">Railway Rake Points</th> <th style="width: 25%;">Name of DPU</th> <th style="width: 25%;">Railway Rake Points</th> </tr> </thead> <tbody> <tr> <td>Aligarh</td> <td>Aligarh</td> <td>Jaunpur</td> <td>Shahganj</td> </tr> <tr> <td>Etah &amp; Kasganj</td> <td>Etah</td> <td>Sultanpur &amp; Faizabad</td> <td>Sultanpur</td> </tr> <tr> <td>Mainpuri &amp; Firozabad</td> <td>Mainpuri</td> <td>Azamgarh</td> <td>Azamgarh</td> </tr> <tr> <td>Farrukhabad</td> <td>Farrukhabad</td> <td>Hardoi &amp; Sitapur</td> <td>Hardoi</td> </tr> <tr> <td>Raebareli &amp; Amethi</td> <td>Raebareli</td> <td>Kannauj</td> <td>Farrukhabad</td> </tr> <tr> <td>Unnao</td> <td>Unnao</td> <td>Bhadohi</td> <td>Shivpuri in Varanasi</td> </tr> <tr> <td>Lucknow</td> <td>Mohanlalganj</td> <td>Pratapgarh</td> <td>Pratapgarh</td> </tr> <tr> <td>Kanpur Nagar</td> <td>Kanpur</td> <td></td> <td></td> </tr> </tbody> </table>	Name of DPU	Railway Rake Points	Name of DPU	Railway Rake Points	Aligarh	Aligarh	Jaunpur	Shahganj	Etah & Kasganj	Etah	Sultanpur & Faizabad	Sultanpur	Mainpuri & Firozabad	Mainpuri	Azamgarh	Azamgarh	Farrukhabad	Farrukhabad	Hardoi & Sitapur	Hardoi	Raebareli & Amethi	Raebareli	Kannauj	Farrukhabad	Unnao	Unnao	Bhadohi	Shivpuri in Varanasi	Lucknow	Mohanlalganj	Pratapgarh	Pratapgarh	Kanpur Nagar	Kanpur		
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<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.																																				
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be : <b>“Incoterms 2010”</b>																																				
<b>GCC 5.1</b>	The language shall be: <b>English</b>																																				
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p><b>The Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, U.P., India</b></p> <p>Country: <b>India</b></p> <p>Telephone: <b>0091-522-2720428-2720050</b></p> <p>Facsimile number: <b>0091-522-2720416-417</b></p> <p>Electronic mail address : <b>upbsnhq@upbsn.org</b></p>																																				
<b>GCC 9.1</b>	The governing law shall be the law of: <b>India</b>																																				



<b>GCC 10.2</b>	<p data-bbox="384 197 695 230"><b>Settlement of Disputes</b></p> <p data-bbox="384 271 1262 304">The dispute settlement mechanism to be applied shall be as follows:</p> <ul data-bbox="384 309 1321 1794" style="list-style-type: none"><li data-bbox="384 309 1321 808">(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</li><li data-bbox="384 857 1321 1312">(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</li><li data-bbox="384 1361 1321 1648">(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration making such an appointment shall be furnished to each of the parties.</li><li data-bbox="384 1697 1321 1794">(d) Arbitration proceedings shall be held at Lucknow (India), and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</li></ul>
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	<p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration.</p> <p>(g) Except otherwise agreed by the Parties, Arbitrator should give a decision in writing within 120 days of receipt of notification of dispute</p>
<b>GCC 12.1</b>	The scope of supply for the Goods and Related Services to be supplied shall be as specified below: <i>N.A.</i>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>(a) <i>For Goods supplied from abroad:</i></p> <p>GC 13.1 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 Purchaser, with a copy to the Insurance Company:</p> <p>(i) 05 Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Original and 04 copies of the negotiable, clean, on-board bill of lading* marked freight prepaid and 05 copies of non-negotiable bill of lading*;</p> <p>(iii) 05 Copies of packing list identifying contents of each package;</p> <p>(iv) Insurance certificate;</p> <p>(v) Manufacturer's/Supplier's warranty certificate;</p> <p>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii) Certificate of origin.</p> <p>The above documents shall be received by the 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) <i>For Goods from within India:</i></p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <ul style="list-style-type: none"> <li>(i) 05 Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</li> <li>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;</li> <li>(iii) 05 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, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate or 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>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>GCC 16.1</b>	<p>GCC 16.1 Payment shall be made in the currency specified in the Contract in the following manner:</p> <p>(a) <i>Payment for Goods supplied from abroad :</i></p> <ul style="list-style-type: none"> <li>(i) <i>Advance Payment:</i> Ten (10%) of the Contract Price shall be paid within thirty (30) days of signing of 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 to the Purchaser.</li> <li>(ii) <i>On Shipment:</i> Eighty (80)% of the Contract Price of the Goods shipped shall be paid through irrevocable Letter of Credit opened in favor of the Supplier in a bank in his country and upon submission of documents specified in Clause 13.1 of SCC including : (i) Packing list and (ii) Supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with; and</li> </ul>
	<ul style="list-style-type: none"> <li>(iii) <i>On Final Acceptance:</i> Ten (10)% of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods upon submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VI, item 6.</li> </ul>

	<p><i>Payment of Local Currency:</i> Payment shall be made in Indian Rupees 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) <i>Payment for Goods and Related Services (excluding supervision) supplied from India:</i></p> <p>(i) <i>Advance Payment:</i> Ten (10)% of the total contract price shall be paid within thirty (30) days of signing of Contract and upon submission of claim / against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <i>On Delivery:</i> Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and</p> <p>(iii) <i>On Final Acceptance:</i> the remaining ten (10)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VI - item 6.</p> <p>(c) Reimbursement of Local Taxes such as Sales tax, octroi etc will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents.</p> <p>(d) (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;</p> <p>(ii) The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by the Supplier;</p> <p>(iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.</p> <p>(f) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section VIII. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India.</p>
	<p>(ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of supply of the goods at their final destination.</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. The interest rate that shall be applied is 3%. per annum</p>

<b>GCC 17.3</b>	In the case of deemed export benefits, the purchaser will issue only the Project Authority/Payment and other certificates in terms of the Import export policy or central excise/customs notification as per information given by supplier in form at serial no.8 of Section VI. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.
<b>GCC 18.1</b>	Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 90 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 90 days over and above the extended warranty period.
<b>GCC 18.3</b>	If required, the Performance Security shall be in the form of a “Bank Guarantee” or “a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order” drawn in favour of the Purchaser. The Performance security shall be denominated in “a freely convertible currency acceptable to the Purchaser” or “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”.
<b>GCC 18.4</b>	Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.
<b>GCC 18.5</b>	Add as Clause 18.5 to the GCC the following: In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 90 days after the completion of performance obligations including warranty obligations.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: Gypsum should be packed by the supplier in High Density Poly Ethylene – (HDPE) <b>Pink</b> colour bags conforming to IS-9755-1989 with latest amendment or equivalent standard duly labeled such as name of the Project, contract number, name of supplier, country of origin, Name of commodity, year of supply, Net weight (50 kg per bag) and warning ‘USE NO HOOKS’ and the word “NOT FOR SALE”, ‘PROPERTY OF UPBSN/UPSLRIIP’ etc with coding in alphabets for districts and coloured stripe PY-7 for sub-units. Apart from this railway receipt of the goods, copy of insurance is also required.
<b>GCC 24.1</b>	The insurance shall be paid in an amount equal to 110 percent of the CIF or CIP (EXW for Goods supplied from within the country) value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.

<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s country, defined as the Project Site, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”																		
<b>GCC 26.1</b>	The inspections and tests shall be as per Schedule of Requirement Section VI.																		
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: premises of the supplier/ producer or elsewhere at any stage during production, at point of delivery, and/or at the goods final destination, or in another place in the purchaser’s country. The supplier shall provide all reasonable facilities for the conduct of such inspection and tests at no additional cost to the purchaser.																		
<b>GCC 27.1</b>	The liquidated damage shall be: 0.5% of contract price per week of delayed goods.																		
<b>GCC 27.2</b>	The maximum amount of liquidated damages shall be: 10% of the contract price.																		
<b>GCC 28.3</b>	The period of validity of the Warranty shall be 90 days. . For purposes of the Warranty, the place(s) of final destination(s) shall be: <table border="1" data-bbox="384 913 1134 1205"> <thead> <tr> <th>Name of Places</th> <th>Name of Places</th> </tr> </thead> <tbody> <tr> <td>Aligarh &amp; Bulandshar</td> <td>Raebareli &amp; Amethi</td> </tr> <tr> <td>Etah &amp; Kasganj</td> <td>Lucknow &amp; Barabanki</td> </tr> <tr> <td>Mainpuri &amp; Firozabad</td> <td>Sultanpur &amp; Faizabad</td> </tr> <tr> <td>Unnao</td> <td>Azamgarh</td> </tr> <tr> <td>Hardoi &amp; Sitapur</td> <td>Bhadohi</td> </tr> <tr> <td>Kannauj</td> <td>Jaunpur</td> </tr> <tr> <td>Kanpur Nagar</td> <td>Pratapgarh</td> </tr> <tr> <td>Farrukhabad</td> <td></td> </tr> </tbody> </table>	Name of Places	Name of Places	Aligarh & Bulandshar	Raebareli & Amethi	Etah & Kasganj	Lucknow & Barabanki	Mainpuri & Firozabad	Sultanpur & Faizabad	Unnao	Azamgarh	Hardoi & Sitapur	Bhadohi	Kannauj	Jaunpur	Kanpur Nagar	Pratapgarh	Farrukhabad	
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<b>GCC 28.5</b>	The period for repair or replacement shall be: N.A.																		
<b>GCC 31.1</b>	This clause will apply only to variations in GST/Other tax/ Octroi etc payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.																		

## **Section IX. Contract Forms**

### **Table of Forms**

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# 1. Contract Agreement

THIS CONTRACT AGREEMENT is made the ..... day of ..... 2018 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) Purchase Order
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>11</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>12</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] Note: Performance security of a Joint Venture shall be in the name of the Joint Venture*

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<sup>11</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>12</sup> Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 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>13</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>14</sup>.

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

#### Notes

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<sup>13</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>14</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."