

# **UTTAR BANGA KRISHI VISWAVIDYALAYA**

**Pundibari: Cooch Behar, West Bengal-736165**

## **NATIONAL COMPETITIVE BIDDING**

**for**

### **Supply of Desktop Computer for Computer Lab**

WORLD BANK STEP PROCUREMENT REFERENCE : IN-UBKV - WB-143737-GO-RFQ

BID REFERENCE : UBKV/NAHEP-IG/20-21/018

DATE OF COMMENCEMENT OF BIDDING : 14-08-2020

LAST DATE AND TIME FOR SUBMISSION OF BIDS : 14.09-2020 by 2.00 PM

TIME AND DATE OF OPENING OF BIDS : 14-09-2020 at 2.30 PM

PLACE OF OPENING OF BIDS : Administrative Building,  
Uttar Banga Krishi Viswavidyalaya,  
Pundibari, Cooch Behar,  
West Bengal-736165

ADDRESS FOR COMMUNICATION: : Principal Investigator,  
NAHEP-IG,  
And  
Dean, Faculty of Horticulture,  
Uttar Banga Krishi Viswavidyalaya,  
Pundibari, Cooch Behar,  
West Bengal-736165.  
Email: [prodyut24@yahoo.com](mailto:prodyut24@yahoo.com)  
Website: [www.ubkv.ac.in](http://www.ubkv.ac.in)

**SECTION-I:**

**INVITATION FOR BIDS (IFB)**

# NATIONAL COMPETITIVE BIDDING

for

## Supply of Desktop Computer for Computer Lab

### SECTION I: INVITATION FOR BIDS (IFB)

Date : 14-08-2020

Loan No. : 8776-IN

IFB No. : UBKV/NAHEP-IG/20-21/018

1. The Government of India has received a Loan (No. 8776-IN) from the International Development Association in various currencies towards the cost of National Agricultural Higher Education Project (NAHEP) and it is intended that part of the proceeds of this Loan will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. The Principal Investigator, National Agricultural Higher Education Project (NAHEP)-Innovation Grant, Uttar Banga Krishi Viswavidyalaya, Pundibari, Cooch Behar, West Bengal-736165, India now invites sealed bids from eligible/qualified bidders as per following details for Supply, installation and commissioning of the Equipment as listed below :-

Schedule No.: Schedule-1				
S. No.	Description	Quantity	Bid Document Price	Bid Security
1	Supply of Desktop Computer for Computer labs	140 nos.	INR 1000.00/-	INR 1,40,000 /- (One Lakh forty thousand only)
<b>Note:</b> <ol style="list-style-type: none"><li>1. Details of Specification can be seen in Section-V: Schedule of requirements, herein.</li><li>2. Bid document Price and Bid security shall be furnished separately</li></ol>				

3. The list of Goods required including quantity, location, delivery period etc. are given in the Schedule of Requirements, contained in the Section-V of the bidding document.
4. Bidding will be conducted through the National Competitive Bidding (NCB) procedures as specified in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers (Procurement Guidelines) –2011; revised July 2014 and is open to all eligible bidders as defined in procurement Guidelines, In addition, please refer to paragraphs 3.14, 3.21 and 3.32 of the Guidelines setting forth the World Bank's policy on conflict of interest. The Procurement Guideline, for reference purpose, may be downloaded from <https://nahep.icar.gov.in/pdf/Procurement-Manual-NAHEP.pdf>
5. Interested eligible bidders may obtain further information from Mr. Suman Dey, Procurement Nodal Officer, NAHEP-IG, UBKV, Pundibari, Cooch Behar, West Bengal-736165 (E-mail: sdey1119@gmail.com) and inspect the bidding documents at the address indicated at para 9 below from 17-08-2020 to 11-09-2020, between 14:00 hrs. and 16:00 hrs. on all working days.

6. A complete set of bidding documents in English language can be downloaded by the bidders from the website [www.ubkv.ac.in](http://www.ubkv.ac.in) or [www.nahep.icar.gov.in](http://www.nahep.icar.gov.in). In the case of downloaded document, an amount of INR 1000.00/-, in the form of DD favouring 'Uttar Banga Krishi Viswavidyalaya' payable at Cooch Behar, to be submitted at the time of bid submission by the bidder for bid document price. Please note that in case of any discrepancy between the documents downloaded by the prospective bidder and the Bidding Documents (hard copy) of UBKV, Pundibari, West Bengal, India, the latter shall prevail.
7. Pre-bid Meeting will be on 24-08-2020 at 14.00 hrs over ZOOM virtual meeting platform. Bidder willing to participate in pre-bid meeting may request for Meeting ID and Password through E-mail: [sdey1119@gmail.com](mailto:sdey1119@gmail.com) on or before 21-08-2020.
8. Bids complete in all respect must be delivered to the address mentioned below on or before 14:00 hrs. (IST) on 14-09-2020. Electronic bidding will not be permitted. Late bids will be rejected. Conditional bids will summarily be rejected.

Principal Investigator,  
NAHEP-IG,  
and  
Dean, Faculty of Horticulture,  
Uttar Banga Krishi Viswavidyalaya,  
Pundibari, Cooch Behar,  
West Bengal-736165.  
Email: [prodyut24@yahoo.com](mailto:prodyut24@yahoo.com)  
Website: [www.ubkv.ac.in](http://www.ubkv.ac.in)

9. Bids will be publicly opened in the presence of the bidders' designated representatives, who choose to attend in person at the address below at 14:30 Hrs (IST) on 14-09-2020. All bids must be accompanied by a "Bid Security" as per the form specified in the "Section VIII – Bidding Forms" of the bidding document for the amount in local currency (INR). The requirement of bid security for the Schedule is specified in para 2 above.
10. Bidders can also participate in bid opening process over ZOOM virtual meeting platform. Bidder willing to participate virtually in bid opening process may request for Meeting ID and Password through E-mail: [sdey1119@gmail.com](mailto:sdey1119@gmail.com) on or before 11-09-2020.
11. Bidders willing to participate physically in the bid opening process must intimate Mr. Suman Dey (E-Mail: [sdey1119@gmail.com](mailto:sdey1119@gmail.com)) on or before 11-09-2020. To avoid mass gathering, only one person/representative of participating agency will be allowed. Such bidders are required to maintain personal protection measure and social distancing norms of the Government of India and Government of West Bengal and must adhere to Covid-19 containment protocol of the University.

**SECTION-II:**

**INSTRUCTIONS TO BIDDER (ITB)**

## SECTION II: INSTRUCTIONS TO BIDDERS

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## **(a) INTRODUCTION**

### **1. Source of Funds**

- 1.1. The Government of India has received for a Loan from the International Development Association (hereinafter called Bank) in various currencies equivalent to US Dollars 165 million towards the cost of the National Agricultural Higher Education Project (NAHEP) and intends to apply part of the proceeds of this Loan to eligible payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.

### **2. Eligible Bidders**

- 2.1. This Invitation for Bids is open to all suppliers from eligible source countries as specified in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers (Procurement Guidelines) – 2011; revised July 2014, hereinafter referred as the IBRD Guidelines for Procurement, except as provided hereinafter.
- 2.2. Bidders should not be associated, or have not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3. Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

### **3. Eligible Goods and Services**

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

#### **4. Cost of Bidding**

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

#### **(b) THE BIDDING DOCUMENTS**

##### **5. Content of Bidding Documents**

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

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Qualification Criteria;
- (g) Bid Form and Price Schedules;
- (h) Bid Security Form;
- (i) Contract Form;
- (j) Performance Security Form;
- (k) Performance Statement;
- (l) Manufacturer's Authorization Form;
- (m) Capability Statement Form (*see* Section XV); and
- (n) Service Support Details Form (*see* Section XIV)
- (o) Technical Compliance Sheet (*see* Annexure-1)

- 5.2. The Bidder is expected to examine and duly endorsed by putting signature of authorized person in each pages of all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. Conditional bid will summarily be rejected.

##### **6. Clarification of Bidding Documents**

- 6.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids **two days before the pre-bid meeting**. The clarification request will be addressed in the pre-bid meeting and will be included in the minutes of pre-bid meeting.

##### **6.2. Pre-bid meeting**

- 6.2.1. The bidder or his official representative is invited to attend a pre-bid meeting on 24-08-2020 at 14.00 hrs over ZOOM virtual meeting platform. Bidder willing to participate in pre-bid meeting may request for Meeting ID and Password through E-mail: [sdey1119@gmail.com](mailto:sdey1119@gmail.com) on or before 21-08-2020.
- 6.2.2. The purpose of meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.



- 6.2.3. Bidders are requested to submit any questions in writing or by cable to reach the purchaser not later than **two days before the pre-bid meeting**.
- 6.2.4. Minutes of the pre-bid meeting, including the text of the questions raised and the responses given will be uploaded to tender section of University Website [www.ubkv.ac.in](http://www.ubkv.ac.in) without delay for information to all the Bidders. Any modification of the bidding document listed in sub-clause 5.1 which may become necessary as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum pursuant to ITB clause 7 and not through the minutes of the pre-bid meeting.
- 6.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **7. Amendment of Bidding Documents**

- 7.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2. All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by fax or by cable or by fax, and will be binding on them.
- 7.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

## **(c) PREPARATION OF BIDS**

### **8. Language of Bid**

- 8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

### **9. Documents Constituting the Bid**

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

### **10. Bid Form**

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

## **11. Bid Prices**

- 11.1. The Bidder shall indicate, on the Price Schedule, the unit prices and total bid prices of the goods it proposes to supply under the Contract. The bidders shall quote for all the goods along with incidental services specified in the Schedule of Requirements as a single responsibility basis, failing which, such bids will not be taken into account for evaluation and will not be considered for award.
- 11.2. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
    - (a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
    - (b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.
  - (ii) Excise duty on the finished Goods, if payable.
  - (iii) any Indian sales and other taxes which will be payable on the goods if this Contract is awarded;
  - (iv) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;
  - (v) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract (SCC) including the price of annual maintenance services for 3 years after expiry of warranty, if any, as indicated in Clause 8 of the SCC.
- 11.3. The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.4. Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected, pursuant to ITB Clause 24.

## **12. Bid Currencies**

- 12.1. Prices shall be quoted in Indian Rupees.

## **13. Documents Establishing Bidder's Eligibility and Qualifications**

- 13.1. Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly

authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India for the items mentioned in the section V: Schedule of Requirements.

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

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:
  - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
  - (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments.

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

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

14.2. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

14.3. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods, following commencement of the use of the goods by the Purchaser;
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- (d) a confirmation that, if the Bidder offers system and/or other software manufactured by another company, such software operates effectively on the system offered by the Bidder; and the Bidder is willing to accept responsibility for its successful operations; and
- (e) a confirmation that the Bidder is either the owner of the intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the contract without prejudice of other remedies that the Purchaser and/or the World Bank may take.

14.4. For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## 15. Bid Security

15.1. Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V - Schedule of Requirements.

15.2. The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3. The bid security and document bid price shall be denominated in **Indian Rupees** in favour of "**Uttar Banga Krishi Viswavidyalaya**" and shall be in forms below mentioned (a):

- (a) be in the form of demand draft payable at Cooch Behar for bid document price and bid security in the form of bank guarantee from a nationalized/scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;
- (b) be substantially in accordance with the form of bid security included in Section VIII;
- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
- (d) be submitted in its original form; **copies will not be accepted**; and
- (e) remain valid for a period of 15 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.

15.4. Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non- responsive, pursuant to ITB Clause 24.

15.5. Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.

15.6. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7. The bid security may be forfeited:

- (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2;  
or
- (b) in case of a successful Bidder, if the Bidder fails: (i) to sign the Contract in accordance with ITB Clause 34; or (ii) to furnish performance security in accordance with ITB Clause 35.

## **16. Period of Validity of Bids**

- 16.1. Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## **17. Format and Signing of Bid**

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

### **(d) SUBMISSION OF BIDS**

#### **18. Sealing and Marking of Bids**

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

Principal Investigator,  
NAHEP-IG,  
and  
Dean, Faculty of Horticulture,  
Uttar Banga Krishi Viswavidyalaya,  
Pundibari, Cooch Behar,  
West Bengal-736165.
  - (b) Bear "Bid for Supply of Desktop Computers for Computer Lab under National Agricultural Higher Education Project (NAHEP) vide number UBKV/NAHEP-IG/ 20-21/018" and a statement "Do not open before 14:30 hours on 14-09-2020."
- 18.3. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4. If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

18.5. Telex, cable or facsimile bids will be rejected.

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

19.1. Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

19.2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **20. Late Bids**

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

### **21. Modification and Withdrawal of Bids**

21.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

21.3. No bid may be modified subsequent to the deadline for submission of bids.

21.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

## **(e) BID OPENING AND EVALUATION OF BIDS**

### **22. Opening of Bids by the Purchaser**

22.1. The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at 14:30 hours on 14-09-2020 and in the following location:

Administrative Building,  
Uttar Banga Krishi Viswavidyalaya,  
Pundibari, Cooch Behar,  
West Bengal-736165

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

- 22.2. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected during bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3. Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4. The Purchaser will prepare minutes of the bid opening.
- 22.5. Bidders can also participate in bid opening process over ZOOM virtual meeting platform. Bidder willing to participate virtually in bid opening process may request for Meeting ID and Password through E-mail: sdey1119@gmail.com on or before 11-09-2020.
- 22.6. Bidders willing to participate physically in the bid opening process must intimate Mr. Suman Dey (E-Mail: sdey1119@gmail.com) on or before 11-09-2020. To avoid mass gathering, only one person/representative of participating agency will be allowed. Such bidders are required to maintain personal protection measure and social distancing norms of the Government of India and Government of West Bengal and must adhere to Covid-19 containment protocol of the University.

### **23. Clarification of Bids**

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

### **24. Preliminary Examination**

- 24.1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
  - 24.1.1. Where the bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security for the schedules included in his bid in the serial order of the Schedule of Requirements of the Bidding Document.
- 24.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 24.3. The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

- 24.4. Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. **Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7). Warranty (GCC Clause 15), Payment Terms (GCC 16), Delivery Period (GCC22/Schedule of Requirements), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.**
- 24.5. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity. Conditional Bid will summarily be rejected.

**25. Conversion to Single Currency: Deleted**

**26. Evaluation and Comparison of Bids**

- 26.1. The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24. No bid will be considered if the complete requirements covered in the schedule is not included in the bid.
- 26.2. The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of goods manufactured in India or goods of foreign origin already located in India, GST and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) Any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 26.3. Deleted.
- 26.4. The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off- the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in the Technical Specifications:
- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- 26.5. Deleted

**27. Domestic Preference: Deleted.**

**28. Contacting the Purchaser**

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



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

**(f) AWARD OF CONTRACT**

**29. Post qualification**

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

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

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

**30. Award Criteria**

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

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

31.1. The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 20 percent the quantity of goods and services originally specified in the Schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions.

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

32.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

**33. Notification of Award**

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

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

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

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

### **34. Signing of Contract**

- 34.1. At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2. Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

### **35. Performance Security**

- 35.1. Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
- 35.2. Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

### **36. Corrupt or Fraudulent Practices**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"<sup>1</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>2</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>3</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>4</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
    - 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
    - acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under par. 1.14 (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, at any time, in accordance with prevailing Bank’s sanctions procedures, <sup>a</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
  - (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 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.
- 36.2. A Bidder that has been sanctioned by the Bank in accordance with the above ITB 36.1 (d), or in accordance with the Bank’s Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Loans and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank- financed contract, financially or otherwise, during such period of time as the Bank shall determine.
- 36.3. Furthermore, bidders shall be aware of the provision stated in Sub-Clause 34 and Clause 35 of the Conditions of Contract.”

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<sup>1</sup> For the purpose of these Guidelines, “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>2</sup> For the purpose of these Guidelines, “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>3</sup> For the purpose of these Guidelines, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

<sup>4</sup> For the purpose of these Guidelines, “party” refers to a participant in the procurement process or contract execution.

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

**SECTION-III:**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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## **General Conditions of Contract**

### **1. Definitions**

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

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

### **2. Application**

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

### **3. Country of Origin**

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

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

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

#### **4. Standards**

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution. Goods supplied should be of original and reputed OEM like HP, Dell, Acer, IBM etc.

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

5.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

#### **6. Patent Rights**

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

#### **7. Performance Security**

7.1. Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.

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

7.3. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) A cashier's check, certified check, or demand draft.

7.4. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations under the contract and upon the supplier submitting a bank guarantee for a value as specified in Clause 11 of S.C.C. for annual maintenance service after the warranty period, three months prior to the expiry of the validity period of the performance guarantee.

7.5. Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

## **8. Inspections and Tests**

8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

8.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

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

## **11. Insurance**

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



## **12. Transportation**

12.1. Deleted.

12.2. Deleted.

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

12.4. Deleted

## **13. Incidental Services**

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

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

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

## **14. Spare Parts**

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

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

## **15. Warranty**

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

Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid for 36 (thirty six) months after the Goods or any portion thereof as the case may be, have been delivered, installed, commissioned and accepted at the final destination indicated in the Contract, or for 39 (thirty nine) months after the date of receipt of goods whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 15.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **16. Payment**

- 16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier subject to fulfillment of other obligations stipulated in the Contract..
- 16.4. Payment shall be made in Indian Rupees.

## **17. Prices**

- 17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

## **18. Change Orders**

- 18.1. The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
  - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipping or packing;

- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **19. Contract Amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

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

21.2. Subcontracts must comply with the provisions of GCC Clause 3.

## **22. Delays in the Supplier's Performance**

22.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

## **23. Liquidated Damages**

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum

deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

#### **24. Termination for Default**

- 24.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract
- 24.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

#### **25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **26. Termination for Insolvency**

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

#### **27. Termination for Convenience**

- 27.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which

performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

## **28. Settlement of Disputes**

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

28.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

28.3. Notwithstanding any reference to arbitration herein,

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

## **29. Limitation of Liability**

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

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **30. Governing Language**

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

### **31. Applicable Law**

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

### **32. Notices**

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

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

### **33. Taxes and Duties**

33.1. Deleted.

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

### **34. Fraud and Corruption**

34.1. 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 24 shall apply as if such termination had been made under Sub-Clause 24.1.

(a) For the purposes of this Sub-Clause:

- (i) "corrupt practice"<sup>5</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>6</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>7</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>8</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
  - 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

- acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 35 [Inspections and Audits by the Bank].

34.2. 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.”

### **35. Inspections and Audits by the Bank**

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the Contractor and its subcontractors 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 Contractor’s attention is drawn to Clause 34 [Fraud and Corruption] which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 35 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).”

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<sup>5</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>6</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>7</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

<sup>8</sup> a “party” refers to a participant in the procurement process or contract execution

**SECTION IV:**  
**SPECIAL CONDITIONS OF CONTRACT**



## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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## Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

- (a) The Purchaser is       The Principal Investigator,  
                                      NAHEP-IG,  
                                      Uttar Banga Krishi Viswavidyalaya  
                                      Pundibari, Cooch Behar, West Bengal-736165  
                                      INDIA
- (b) The Supplier is        (To be filled in at the time of Contract signature)  
                                      .....  
                                      .....  
                                      .....

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

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

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

- 3.1. Within 21 days after the Supplier’s receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount equal to 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months over and above the initial Warranty Period of 36 Months. The Performance Bank Guarantee for proportionate value (which will be determined by the purchaser in consultation with the supplier) shall be extended 60 days over and above the extended warranty period.

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

A cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order drawn in favour of “Uttar Banga Krishi Viswavidyalaya”

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

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.

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

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 45 days after the completion of performance obligations including warranty obligations.

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

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

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

#### **Add the following new GCC Clauses:**

##### **GCC 8.6: Manuals and Drawings**

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

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

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

**GCC 8.8: Acceptance Certificates**

8.8.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

8.8.2 The training as per clause 24 of Special Conditions of Contract shall be conducted on the dates mutually agreed upon and within two months from the date of acceptance of supply.

**5. Packing (GCC Clause 9)**

**Add as Clause 9.3 of the GCC the following:**

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

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

**6. Delivery and Documents (GCC Clause 10)**

The delivery of goods should be according to the delivery schedule mentioned in the section V "Schedule of Requirements":

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

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

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

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

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

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

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

- (a) Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- (b) Training of the Purchaser's personnel at the Supplier's office or other facility for supplied hardware, software, Services and accessories, as specified in the Clause 24 of SCC.
- (c) Maintenance and repair of the equipment/software at each location during the warranty period including supply of all spares/upgrades. This shall not relieve the supplier of any warranty obligations under this contract.

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

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

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

10.1. GCC 15.2

This warranty shall remain valid for 36 (thirty six) months after the Goods or any portion thereof as the case may be, have been delivered, installed, commissioned and accepted at the final destination indicated in the Contract, or for 39 (thirty nine) months after the date of receipt of goods whichever period concludes earlier. The supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC-4.

**Substitute Clause 15.4 of the GCC by the following:**

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

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 36 months."

- 10.2. The period for correction of defects in the warranty period specified in 15.4 and 15.5 of GCC is one week.
- 10.3. The supplier shall guarantee a 95% uptime of computer systems/peripherals.
- 10.4. If any system/software gives continuous trouble, say six times in one month during the warranty period, the supplier shall replace the system/software with new system/software without any additional cost to the purchaser.
- 10.5. Maintenance service
- (i) Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, for next three years, annual maintenance and repairs of the entire system including supply of spares/software etc. will be done by the Supplier.
  - (ii) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours.
  - (iii) It is expected that the bidder has to maintain uptime of the solution as defined Service Level Agreement (SLA) In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty as per SLA. The amount of penalty will be recovered from the Performance Security guarantee during warranty period.
  - (iv) The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

## 11. Payment (GCC Clause 16)

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

***On Delivery and fulfillment of other obligations stipulated in the Contract:*** Eighty percent (80%) of the Price of delivered Goods shall be paid on receipt of Goods in desired condition and upon submission of the documents specified in SCC Clause 6 above;

***On Final Acceptance:*** The remaining twenty percent (20%) of the Contract Price shall be paid within 60 (sixty) days after the date of the Acceptance Certificate issued by the Purchaser's representative for the respective delivery, installation, commissioning and imparting training/demonstration by the supplier.

## 12. Prices (GCC Clause 17)

Substitute Clause 17.1 of the GCC with the following:

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

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

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

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

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

14.1. For delays:

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

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

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

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by The International Centre for Alternative Dispute Resolution (India).
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by The International Centre of Alternative Dispute Resolution (India).
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, who shall appoint the arbitrator. A certified copy of the order of The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should

be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

**16. Notices (Clause 32)**

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

Purchaser is	The Principal Investigator, NAHEP-IG, Uttar Banga Krishi Viswavidyalaya Pundibari, Cooch Behar, West Bengal-736165 INDIA
Supplier is	(To be filled in at the time of Contract signature) ..... ..... .....

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

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

**18. Supplier Integrity:**

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

**19. Supplier’s Obligations:**

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

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

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

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

**20. Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser’s country, the supplier shall act expeditiously to extinguish such claim.



If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

**21. Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

**22. Hardware/ Software Installation:**

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

**23. Hardware/Software Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware and software execute without defect or interruption for at least 95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.

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

The Supplier will respond to a site visit and commence repair work on the equipment within 12 hours of being notified of equipment malfunction.

**24. Training:**

For each hardware and software component installed, the Supplier is required to train the designated Purchaser's and end-user personnel to enable them to effectively operate the total system. The supplier shall arrange training preferably by the OEM if the OEM has training facility available in India. The training schedule will be mutually agreed to by purchaser and supplier during the performance of the Contract.

**25. Technical Documentation:**

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

**SECTION-V:**

**SCHEDULE OF REQUIREMENTS**

## A. BACKGROUND

### 1. The Purchaser

- 1.1. The Purchaser is Uttar Banga Krishi Viswavidyalaya, Pundibari, Cooch Behar, West Bengal-736165, INDIA
- 1.2. Uttar Banga Krishi Viswavidyalaya (UBKV) is a State Agricultural University (SAU) located in northern part of West Bengal. The University is one of the best performing institute in terms of providing well nurtured brain to the National Agricultural Research System. The university has been consistently striving for achieving academic excellence and exhibiting envious performance in all competitive examinations in pan India basis. The University is in the process of revamping its IT infrastructure. In an effort to raise its academic output further, the University has engaged a good number Adjunct Professors with global intellectual reputation who are serving or had served various prestigious institution within the country and abroad. However, the university is unable to utilize this opportunity to the fullest, mainly because of huge contingent requirement to make these 'Best Brain' present in the university campus physically.
- 1.3. Apart from three colleges at main campus of the University, it also has a College of Agriculture at Majhian which is almost 350 km away from the main campus of the University. The University has a shortfall of teachers in all these colleges. To cater the need of extended campus, teachers from main campus need to travel there many a time in a semester. Though the academic pursuits are never compromised but are bound to suffer with extra burden to teachers.
- 1.4. The university, therefore, wants to establish Virtual classrooms and Computer labs at its constituent colleges to eliminate this space and time boundary.

### 2. Business Objectives and Requirement of the Purchaser

Following summarizes are the broad project objectives:

- (i) Supply and installation of Desktop Computer at two location of University Campus:
  - a) at main campus at Pundibari, Cooch Behar, West Bengal
  - b) at Majhian, Balurghat, Dakshin Dinajpur, West Bengal

### 3. List of Goods, Quantity, Delivery Schedule and Bid Security

Schedule No.	Description	Quantity	Delivery Schedule	Bid Security
Schedule-1	Supply of Desktop Computer for Computer labs	140 nos.	Within 90 days from the date of Notification of Award at CIP Final Destination i.e. sites location	INR 1,40,000 /- (One Lakh forty thousand only)

#### 4. List of Related Services and Completion Schedule

4.1. Implementation of proposed solution should be completed within 90 days from the date of Award of notification of Contract. Typical Schedule will be as follows:

<b>Item No.</b>	<b>Description of services</b>	<b>Completion schedule</b>
1.	Supply of Equipment	Within 6 Weeks from date of award of the contract.
2.	Installation and configuration of hardware and software	Within 10 Weeks from date of award of the contract.
3.	Acceptance testing and start of the operations	Within 90 days from date of award of the contract.

## **B. Service Level Agreement (SLA)**

### **1. Service Level Agreement: Performance Requirements of the System**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to UBKV for the duration of this contract. The benefits of this SLA are to:

- Trigger a process that applies Bidder's and UBKV's attention to an aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that UBKV has for performance from the Bidder.

The Bidder and UBKV shall regularly review the performance of the services being provided by the Bidder and the effectiveness of this SLA

#### **1.1. Definitions**

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- ✓ "Availability" shall mean the time for which the services and facilities are available for conducting operations from the equipment/solution.
- ✓ "Downtime" is the time the services and facilities are not available and excludes the scheduled outages planned in advance and the link failures.
- ✓ "Incident" refers to any event / abnormalities in the functioning of the installed Equipment/Solution/Services that may lead to disruption in normal operations of the solution.
- ✓ "Service Window" shall mean the duration for which the facilities and services shall be available at the sites. Service window in this case shall be 24x7x365.

#### **1.2. Category of SLAs**

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Bidder may be reviewed by the purchaser that shall:

- ✓ Check performance of the Bidder against this SLA.
- ✓ Discuss escalated problems, new issues and matters still outstanding for resolution.
- ✓ Review of statistics related to rectification of outstanding faults and agreed changes.
- ✓ Obtain suggestions for changes to improve the service levels.

The Bidder Guarantees to provide comprehensive maintenance of equipment covered under the contract. The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software including battery for UPS against defects arising out of faulty design, materials and media workmanship etc. for a period of Three years from the date of acceptance of the hardware. The vendor will provide support for Operating Systems and other pre-installed software components during the warranty period of the hardware on which these software & operating system will be installed. Defective

hardware shall be replaced by the vendor at his own cost, including the cost of transport. Vendor's hardware engineer will report at the University offices within two hours of reporting of breakdown through telephone/ email or Fax or courier at the bidder's nearest office and repair the same at the earliest.

The downtime of a machine at any location should not exceed 5% in a month. The monthly downtime percent of a machine should be calculated as under:

$$\text{Downtime \%} = \frac{(\text{UN Hours} - \text{PM Hours}) \times \text{Number of Desktop brokedown} \times 100}{\text{Available Hours} \times \text{Number of Desktop Supplied under this contract}}$$

Where, UN Hours = Unavailable hours due to breakdown

PM hours = Preventive Maintenance Hour for Desktops that are unavailable

Available hours = No. of working days X 8

If the downtime percentage exceeds 5% in a month, proportionate amount for all such breakdowns during the warranty period, may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the supply will be extended accordingly. If the downtime percentage exceeds 5% in a month, penalty will be charged for shortfall and amount of penalty will be calculated quarterly as per the table given below, subject to maximum of 10% of cost of Hardware.

Shortfall in SLA target/Compliance [exceeding 5% downtime] by	Penalty (%)
<= 1%	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

- 1.3. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 1.4. The purchaser shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 1.5. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the purchaser.

Item Description	Resolution Time	Compliance Level	Calculation Window
Desktop Computer	Same Business Day if calls logged by 12 noon otherwise NBD (Next Business Day)	95%	Monthly

- 1.6. The Bidder must provide the following warranties:
  - (a) The equipment proposed is complete in every way.
  - (b) The hardware/software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation.
- 1.7. In case an equipment, peripheral or components (such as CPU, SMPS, Circuit Boards, monitors, etc.) are taken away for repairs, the vendor shall provide a similar standby

equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the University's regular work.

- 1.8.** If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the bidder shall replace the unit of component with another of at least the same performance and quality, at no cost to the University.
- 1.9.** Free on-site maintenance services shall be provided by the bidder during the period of warranty. After the expiry of warranty period, the vendor may be asked to enter into AMC agreement with the University for providing post warranty maintenance of equipment viz. Computer Systems, Peripherals, UPS, Systems Software & other software for a period normally not less than 3 years, at the discretion of the purchaser. The AMC charges / rates should be quoted separately, if required by the Purchaser
- 1.10.** Further provided that the University may, during the currency of the warranty or AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain

**1.11.SLA Compliance requirements**

The prime objective of establishing computer lab is to provide high-quality academic support to student, faculty and academic departments, etc. In order to ensure that required services are available round the clock, in an efficient manner, the Service Level Agreement (SLA) shall be signed with the Successful Bidder. Therefore, this SLA would be the critical in implementation of this Project, as all the remuneration to the Successful Bidder shall depend on the same.

**SECTION-VI:**

**TECHNICAL SPECIFICATIONS**



## A. Broad requirement of proposed Items

The university, in an effort to provide virtual learning environment to its students, wants to develop computer labs in its constituent colleges. The proposed computer lab will be accessible to student for different academic purposes like thesis compilation, literature search, web search and study material and assignment preparation. The use of ICT can help the students and teachers of these universities to bridge the knowledge gaps and help each other with their strengths.

The two proposed location of computer labs are:

- (a) Main Campus, Uttar Banga Krishi Viswavidyalaya, Pundibari Cooch Behar, West Bengal, India
- (b) College of Agriculture, Uttar Banga Krishi Viswavidyalaya, Majhian, Dakshin Dinajpur, West Bengal, India

## B. Broad list of proposed Items

S. No.	Components	Qty	Location
1	Desktop Computer with accessories	100	Main Campus, Uttar Banga Krishi Viswavidyalaya, Pundibari Cooch Behar, West Bengal, India
2	Desktop Computer with accessories	40	College of Agriculture, Uttar Banga Krishi Viswavidyalaya, Majhian, Dakshin Dinajpur, West Bengal, India

Note:

- i) The quantity mention above may increase or decrease by 20%.
- ii) The bidders shall deliver the items at the respective location.
- iii) The items should meet the minimum specifications as mentioned below. Higher or better specifications are acceptable.
- iv) The bidders should attach all the respective datasheet, brochure and other supporting documents of proposed items. The respective specifications/features should be publicly available on website having videos/documents for verification. The bid evaluation committee may invite the bidders for live demonstration to verify the proposed specifications/features.

## C. Technical Specifications and Description of proposed Items (Supplier need to submit compliance sheet of all specified items and solution as per Annexure-I)

### Desktop computer with accessories

[should be of original and reputed OEM like HP, Dell, IBM, Acer etc]

Component	Minimum Specification
Operating system	Windows 10 Home/Professional Single Language 64
Processor Name	9th Generation Intel® Core™ i5 processor Intel® Core™ i5-9400 (2.9 GHz base frequency, up to 4.1 GHz with Intel® Turbo Boost Technology, 9 MB cache, 6 cores)
Chipset	Intel® H370
Memory	Minimum 4GB DDR4-2666 SDRAM
Storage	Minimum 500GB 7200 rpm SATA HDD
Graphics	Intel® UHD Graphics 630
Ports	4-8 USB 3.1 Gen 1 Type-A; front and rear headphone/microphone combo

<b>Component</b>	<b>Minimum Specification</b>
Expansion Slots	1 X PCI Express or better
CD Drive	Optical drive, 8X or higher DVD +/- R/W
Memory card device	3-in-1 Media Card Reader
Video connectors	VGA and HDMI-out 1.4 (with HDCP 2.2 support)
Pointing device	USB Wired mouse
Keyboard	Wired keyboard
Monitor	Min 19.5 inch, 1920X1080 FHD
Network interface	Integrated 10/100/1000 GbE LAN
Wireless	Realtek Wi-Fi 5 (1x1) and Bluetooth® 4.2 combo
Energy Efficiency Compliance	Required
Software	Licensed Microsoft Office Professional – (latest) Education version Antivirus with three years subscription
Warranty	3 year on-site service
UPS	To be supplied with suitable UPS 600VA / 360W, 3 battery powered sockets, min 1 x 7.2Ah battery, min 3 year warranty, Safety certified to Bureau of Indian Standards (BIS) latest UPS standard

## SECTION VI A

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

### QUALIFICATION REQUIREMENTS

S. No.	Criteria	Minimum required Documents to be submitted as proof
1.	The bidder should furnish, as part of its bid, a bid security as specified in the Bid document.	Should produce Bid Security in the format attached with the bid document.
2.	The bidder should have a valid Registration of GST, PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes / duties.	Should produce copy of PAN and GST
3.	The bidder should have a valid trade license	Should produce Respective valid documentary proof
4.	The Bidder should have Annual Turnover of at least Rs. 2.0 (two) crores in each of the three financial year's viz. FY 2016-17, FY 2017-18 and FY 2018-19 or latest three years.	Should produce Audited Balance Sheet of the last three financial years to be provided.). F.Y. 2016-17, F.Y. 2017-18, F.Y. 2018-19 or latest three years
5.	The bidder should have experience in the supply of Desktop Computer or IT items to any Government Office/University/ Colleges of national repute.	Should produce credential of similar supply assignment (Single work order) of minimum value of not less than Rs. 28.00 (twenty eight) lakhs or credentials of two similar supply assignment each having minimum order value of Rs. 15.00 (fifteen) lakhs.
6.	The bidder must have on its roll at least 2 technically qualified professionals.	Should produce Certificate from bidders HR Department for number of employee's employed by the company.
7.	OEM authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC.	Should produce MANUFACTURERS' AUTHORIZATION FORM of major items [in the Form given in Section XII]
8.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with UN/World bank as per provisions of the bid document.	Should produce Declaration in this regard by the authorized signatory of the bidder

**SECTION-VII:**

**BID FORM AND PRICE SCHEDULE**

## SECTION VII: BID FORM

Date :.....

Loan No :.....

IFB No :.....

To: (Name and address of purchaser)

Gentlemen and/or Ladies:

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

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

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

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

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

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

(if none, state “none”).

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

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

Dated this ..... day of ..... 2020

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE**

**A. Desktop computer with accessories [see Section –VI: C]**

**1. Item Price for Desktop computer with accessories**

1	2	3	4	5				6	7	8
				PRICE FOR EACH UNIT						
Schedule No.	Item Description	Country of Origin	Quantity and physical unit	Ex-factory /Ex-warehouse /Ex-showroom /Off-the-shelf	Excise Duty, if any	Packing & Forwarding	Inland Transportation, Insurance and other local costs incidental to delivery (CIP Final Destination as per Schedule of Requirements), except AMC	Unit Price	Total Price	Sales, GST and other taxes payable, if contract is awarded
				(a)	(b)	(c)	(d)	(a)+(b)+(c)+(d)	6×4	
Schedule -1	Desktop Computers with Accessories (Option-1)		140 nos							
<b>Total Price (in figure)</b>										
<b>Total Price (in words):</b>										

**Note:**

- (a) Bid evaluation will be based on Total Price (Before GST)
- (b) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (c) In case of discrepancy between total price (*in figure*) and Total Price (*in words*) and the total price (*in words*) shall prevail.
- (d) Valid DSIR certificate will be issued to successful bidder by the University for claiming GST exemption.

Signature of the Bidder:

Name:

Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Place:

Date:

**SECTION-VIII:**  
**BID SECURITY FORM**

**SECTION VIII: BID SECURITY FORM**

Whereas \_\_\_\_\_<sup>1</sup>(hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for the supply of \_\_\_\_\_ (name and/or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country), having our registered office at \_\_\_\_\_(address of bank) (hereinafter called “the Bank”), are bound unto \_\_\_\_\_ (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2020. .

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
  - or
  - (b) does not accept the correction of errors in accordance with the ITB;

**OR**

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required;
  - or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

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

\_\_\_\_\_  
(Signature of the Bank)

\_\_\_\_\_  
<sup>1</sup>Name of Bidder



**SECTION-IX:**  
**CONTRACT FORM**

## SECTION IX: CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2020 between \_\_\_\_\_ (Name of purchaser) of \_\_\_\_\_ (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and \_\_\_\_\_ (Name of Supplier) of \_\_\_\_\_ (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., \_\_\_\_\_ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Sl No.	Brief Description of Goods and Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_ (For the Purchaser) in the presence of: \_\_\_\_\_

\_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_ (For the Supplier) in the presence of: \_\_\_\_\_

\_\_\_\_\_

**SECTION-X:**

**PERFORMANCE SECURITY FORMS**

**SECTION X**  
**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

WHEREAS \_\_\_\_\_ (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Notification of Award) No. \_\_\_\_\_ dated, \_\_\_\_\_ 2020 to supply \_\_\_\_\_ (Description of Goods and Services) hereinafter called "the Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the

Supplier, up to a total of \_\_\_\_\_ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Signature and Seal of Guarantors

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

Date \_\_\_\_\_ 2020.

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

## SECTION XI

[Please see Clause 13.3 (b) (ii) of Instructions to Bidders]  
 Proforma for Performance Statement (for a period of last five years)

Bid No. \_\_\_\_\_ Date of Opening \_\_\_\_\_ Time \_\_\_\_\_

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

Order Placed by (Full Address of Purchaser)	Order No. & Date	Description and Quantity of Ordered Equipment	Value of Order	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)
				As per Contract	Actual		
1	2	3	4	5	6	7	8

**SECTION XII**

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

**MANUFACTURERS' AUTHORIZATION FORM**

No. \_\_\_\_\_ dated \_\_\_\_\_

To

Dear Sir:

IFB No. \_\_\_\_\_

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

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

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

**SECTION - XIII**

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, and Grants by World Bank dated January' 2011, and Revised on July' 2014, the Bank permits firms and individuals from all countries to offer goods, works and non-consulting services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.10 (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 and non-consulting services required, or

Para 1.10 (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, or payments to, a particular country, person, or entity. Where the Borrower's country prohibits payment to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

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

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

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

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

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

\*Bidder may follow the URL <https://projects.worldbank.org/en/projects-operations/procurement/debarred-firms> for information on firms and goods debarred from different country



**SECTION - XIV**

**Service Support Details Form**

Sl. No	Place of Service Centre	Detail address of service Centre	No. of Technical persons	Name of Contact person with contact No., Mobile No., alternate contact No. & E-mail
1	2	3	4	5

**SECTION XV**

**CAPABILITY STATEMENT (CS) FORM**

1. Name & Address of the Bidder

Phone:

2.	Classifications	(a)	Manufacturer
----	-----------------	-----	--------------

(b) Authorized Agent

(c) Dealer

(d) Others (please specify)

3. Plant

(a) Location

(b) Description, Type & size of building

(c) Is property on lease or free hold? If on lease indicate date of expiry of lease in such case

4. Type of equipment manufactured and supplied during last 2 years.

Name of equipment	Capacity/Size	Nos. Manufactured	Nos. of orders in hand

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

Name of equipment	Capacity/Size & Model	Name of Manufacturer and Country of origin	Total Nos. supplied in India	Nos. of orders in hand

6. Turnover for similar equipment sold in last two years.

7. Details of Testing facilities available

a) List of testing equipment available

b) Give details of tests which can be carried out on items offered.

c) Details of the testing organization available

8. Personnel/Organization:

Give organization chart for following indicating clearly the No. of employee at various level

a) Quality assurance

b) Production

c) Marketing

d) Service

e) Spare parts

f) Administrative

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

Location: \_\_\_\_\_

Phone No. : \_\_\_\_\_

Year of Establishment: \_\_\_\_\_

10. Details of Organization at Service Centre

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

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

(a) \_\_\_\_\_

(b) \_\_\_\_\_

12. Technical Details (Clause 14 of ITB)

## **ANNEXURE-1**

### **Technical Compliance Sheet**

<b>Sl No.</b>	<b>Component</b>	<b>Specification</b>	<b>Deviation, if any</b>	<b>Vendors Response</b>
1.	Operating system	Windows 10 Home/Professional Single Language 64		
2.	Processor Name	9th Generation Intel® Core™ i5 processor Intel® Core™ i5-9400 (2.9 GHz base frequency, up to 4.1 GHz with Intel® Turbo Boost Technology, 9 MB cache, 6 cores)		
3.	Chipset	Intel® H370		
4.	Memory	Minimum 4GB DDR4-2666 SDRAM		
5.	Storage	Minimum 500GB 7200 rpm SATA HDD		
6.	Graphics	Intel® UHD Graphics 630		
7.	Ports	4-8 USB 3.1 Gen 1 Type-A; front and rear headphone/microphone combo		
8.	Expansion Slots	1 X PCI Express or better		
9.	CD Drive	Optical drive, 8X or higher DVD +/- R/W		
10.	Memory card device	3-in-1 Media Card Reader		
11.	Video connectors	VGA and HDMI-out 1.4 (with HDCP 2.2 support)		
12.	Pointing device	USB Wired mouse		
13.	Keyboard	Wired keyboard		
14.	Monitor	Min 19.5 inch, 1920X1080 FHD		
15.	Network interface	Integrated 10/100/1000 GbE LAN		
16.	Wireless	Realtek Wi-Fi 5 (1x1) and Bluetooth® 4.2 combo		
17.	Energy Efficiency Compliance	Required		
18.	Software	Licensed Microsoft Office Professional – (latest) Education version Antivirus with three years subscription		
19.	Warranty	3 year on-site service		
20.	UPS	To be supplied with suitable UPS 600VA / 360W, 3 battery powered sockets, min 1 x 7.2Ah battery, min 3 year warranty, Safety certified to Bureau of Indian Standards (BIS) latest UPS standard		