NAHEP WORLD BANK GROUP

IDP- PROJECT

UP PT. DEEN DAYAL UPADHYAYA PASHU CHIKITSA VIGYAN VISHWAVIDYALAYA EVAM GO- ANUSANDHAN SANSTHAN, (DUVASU) MATHURA

Telephones:+91-0565-2470199 (O) Fax: +91-565-2470819 E-mail: spoduvasu@gmail.com

NATIONAL COMPETITIVE BIDDING FOR

(One-Envelope Bidding Process with e-Procurement)

The Supply, installation and commissioning of –**Desktop –All in One PC"** For Language Lab, Artificial Intelligence Lab, Alumni Cell, IDP Secretariat Goods/Equipment

BID REFERENCE	: No.01_01/SPO-IDP /212 date 26-06-2021 (IN-DUVASU - MATHURA-188718-GO-RFB)
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: Date 29-06-2021 from 11:30 AM
LAST DATE FOR SALE OF BIDDING DOCUMENT	: Date 29-07-2021 up to 01:00 PM
LAST DATE AND TIME FOR RECEIPT OF BIDS	: Date 29-07-2021 up to 02:00 PM
* TIME AND DATE OF OPENING OF BIDS	: Date 31-07-2021 up to 03:00 PM
PRE-BID MEETING	: Date 07-07-2021 at 03:00 PM
PLACE OF OPENING OF BID	: Committee Room, Administrative Block, Store Purchase Office, DUVASU, Mathura (U.P)-281001
OFFICER INVITING BIDS	: Procurement Officer IDP Project, Store PurchaseOffice, DUVASU, Mathura -281001
ADDRESS FOR COMMUNICATION	: Procurement Officer IDP Project, Store Purchase Office, DUVASU, Mathura -281001 **Mobile: 9457210849** **E-mail: spoduvasu@gmail.com**

** Should be 2 days after deadline of submission of bids to allow submission of original bid security, demand draft, affidavit etc.*

SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR
THE SUPPLY OF Desktop –All in One PC GOODS/EQUIPMENT
(One-Envelope Bidding Process with e-Procurement)

INVITATION FOR BIDS (IFB)
E-Procurement Notice

Date	**26-06-2021**
Loan No.	8776-IN
IFB No.	No.01_01/SPO-IDP /21 dated26-06-2021 (IN-DUVASU - MATHURA-188718-GO-RFB)

1. The Government of India has received a loan from the World Bank towards the cost of National Agriculture Higher Education Project (NAHEP) and it is intended that part of the proceeds will be applied to eligible payments under the contract for which this invitation for bid is issued.

2. The Procurement Officer, IDP Project, DUVASU, Matura, India now invites online bids from eligible bidders as per following details for supply, installation and commissioning of equipments/ items as listed below.

Schedule No : 1				
SN	**Description**	**Quantity**	**Bid Document Price**	**Bid Security**
1	Supply, installation and commissioning of Desktop/ All in one **(i5 or Above Desktop Computer/All In One**, 10th or 11th Generation Intel® Core™ i5 or Above-1115G4, 2 core, 6 MB Cache, OEM Motherboard, 8GB (1x8GB) DDR4 expandable up to 64 GB with 2 SO DIMM slots, **including UPS**, necessary accessories , inbuilt web camera and with onsite OEM warranty of one years and after that Comprehensive AMC of two years) **Detailed as per Annexure - 1**	70	INR 3500/-	INR 3,85,000/-

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. A complete set of bidding documents (in English) may be downloaded by any interested eligible bidder from the website https://etender.up.nic.in orhttps://upvetuniv.edu.in starting 29/06/2021; 11:30AM onwards, upon submission of

a nonrefundable fee of Rs. 3500/-, in the form of Demand Draft on any Scheduled/Nationalized bank payable at Mathura in favour of Finance Officer, Veterinary University, Mathura (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

(a)	Price of bidding document (non-refundable)	:₹ 3500/-
(d)	Date of commencement of Sale of bidding document	:Date 29-06-2021 from 11:30 AM
(e)	Last date for sale of bidding document	:Date 29-07-2021 up to 01:00 PM
(f)	Last date and time for receipt of bids	:Date 29-07-2021 up to 02:00 PM
(g)	Time and date of opening of bids[1]	:Date 31-07-2021 up to 03:00 PM

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: **https://etender.up.nic.in**. A non-refundable fee of Rs. 3500/- is required to be paid (to be submitted along with other documents listed in paragraph 7 below) before the opening of the bid i.e. before 29/07/2021. The mode of payment shall be in the form of DD drawn in favour of Finance Officer Veterinary University, Mathura on any scheduled Bank payable at Mathura

6. Bids security in form of FDR of the amount specified in the bidding document, drawn in favour of Finance Officer Veterinary University, Mathura must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 13 moths beyond the date of issue. Bids must be submitted online on **https://etender.up.nic.in**(website) on or before the date and time for receipt of bids, and will be opened online on the specified time and date for opening of bids, as given above. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working

[1]Should be 2 days after deadline for submission of bids to allow submission of original documents like bid security, demand draft, affidavit etc. Details given here must match with those given on the top sheet.

day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered); (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with ***Procurement Officer, IDP Project, Store Purchase Office DUVASU, Mathura (UP) – 281001 Phone- 0565-2470199, Mo:***9457210849***email:spoduvasu@gmail.com***before the opening of the Bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

Seal of Office & Address
Procurement Officer, IDP Project
Store Purchase Office
DUVASU, Mathura (UP) - 281001
0565-2470199, 9457210849
spoduvasu@gmail.com

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PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

Section I. Instructions to Bidders

A. General

1. Scope of Bid

The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are **specified in the BDS.**

Throughout these Bidding Documents:

(a) the term –in writing‖ means communicated in written form (e.g. by mail, e-mail, fax, telex, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, –singular‖ means –plural‖ and vice versa; and

(c) –day‖ means calendar day.

2. Source of Funds

The Government of India (hereinafter called –Borrower‖) **specified in the BDS** has applied for or received financing (hereinafter called –funds‖) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called –the Bank‖) in an amount **specified in BDS**toward the project **named in theBDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing)Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

2.3

3. Corrupt &Fraudulent Practices

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

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

4. Eligible Bidders

A Biddermay be a firm that is a private entity, or a government owned entity subject to ITB 4.5.

Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, ifthey operate under commercial law, and if they are not a dependent agency of the Purchaser.

A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

a. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

b. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

ABidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. ABidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

ABidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (-Anti- Corruption Guidelines‖), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specifiedin the BDS.**

Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise orinstitution.

ABidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.

Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A bidder shall provide such evidence of eligibility satisfactory to the Purchaser,as the Purchaser shall reasonably request.

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 here in after referred as the *IBRD Guidelines for Procurement*, except as provided here in after

Bidders shall not be under a declaration of ineligibility forcorrupt and fraudulent practices issued by the Bank in- accordance with ITB Clause 36.1.

5. Eligible Goods and Related Services

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

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

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

The origin of goods and services is distinct from the nationality of the Bidder

B. Contents of Bidding Document

6. Sections of Bidding Documents

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

PART 1 Bidding Procedures

- SectionI. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

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

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

Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any),or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 The electronic bidding system **specified in the BDS**provides for online clarifications.A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online.Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

7 (a) PRE-BID MEETING

The bidder or his official representative is invited to attend a pre-bid meeting on 07-07-2021 at 3.00 pm .at the following address:

Procurement Officer,
IDP Project, Administrative Block
DUVASU, Mathura (U.P) - 281001

The purpose of meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Bidders are requested to submit any questions in writing or by email to reach the purchaser not later than two days before the meeting.

Minutes of the meeting, including the text of the questions raisedand the responses given will be transmitted without delay to all the Bidders who initiated filling the bidding documentson e~portal and attended the pre-bid conference. 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 Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

8. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.The addendum will appear on the e-procurement system under ―Latest Corrigendum‖ and email notification is also automatically sent to those bidders who have started working on thetender, or as **otherwise specified in BDS**.

Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have beencommunicated to all the bidders.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid, in accordance with ITB Clause 12;

(b) Completed schedules,in accordance with ITB 12 and 14

(c) Bid Security, in accordance with ITB Clause 19.1, if required;

(d) Alternative bids,if permissible,in accordance with ITB 13;

(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;

(f) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(h) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(i) documentary evidence in accordance with ITB Clauses 16 and 30, that the Goods and Related Services conform to the Bidding Documents;

(j) Manufacturer's authorization form; and

(k) any other document **required in theBDS.**

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

12. Process of Bid Submission

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

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

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

13. Alternative Bids

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

14. Bid Prices and Discounts

The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

All lots (contracts) and items must be listed and priced separately in the Price Schedules.

The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

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

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

If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.

The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in theBDS.**

Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a) **For Goods:**

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including GST as applicable payable on the finished Goods;

(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in theBDS.**

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

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 **Deemed Export Benefits**

Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as performstipulated in Section IV Bidding Forms.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non-responsive and hence liable to rejection.

15. Currencies of Bid& Payment

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

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

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

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.

(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.

The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in theBDS** following commencement of the use of the goods by the Purchaser.

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

17. Documents Establishing the Eligibility &Qualifications of the Bidder

To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

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

(f) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification;

(g) (i) that, if **required in theBDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.

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

(h) 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.

(i) Bids from Joint Ventures are not acceptable.

18 Period of Validity of Bids

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

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

Bids shall remain valid for 60 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

19 Bid Security

The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in theBDS.**

Not used.

The Bid Security shall be in the amount **specifiedintheBDS** and denominated in Indian Rupees or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a Fixed Deposit Receipt, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified **in the BDS;**

(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) Remain valid for a period of 13 monthsfrom the date of issue.

If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 42.

The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

The Bid Security may be forfeited:

(a) if a Bidder

(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid, except as provided in ITB Sub-Clause 18.2;
or

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

or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 41; or

(ii) furnish a Performance Security in accordance with ITB Clause 42.

Not used.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, ordoes not accept the correction of errors pursuant to ITB 31; or

(b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

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

20 Format and Signing of Bid

The Bidder shall prepare the Bid as per details given in ITB 21.

The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specifiedin the BDS** and shall be uploaded alongwith the bid.

Not used.

Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

D. Online Submission and Opening of Bids

21 Preparation of Bids

Bids shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the websitehttps://etender.up.nic.in. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agencyof Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise thebid will be rejected.

The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

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

22 Deadline for Submission of Bids

22.1 Bids must be uploaded online no later than the date and time **specifiedin theBDS**. 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

24 Withdrawal, Substitution, and Modification of Bids

Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS).**

Bids requested to be withdrawn in accordance with ITB Sub- Clause 24.1 shall not be opened.

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

25 Bid Opening

25.1. The Purchaser shall publicly open all bids received by the deadline, at the date, time and place **specified in theBDS,** in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

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

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

E. Evaluation and Comparison of Bids

26 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection ofits Bid.

Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27 Clarification of Bids

To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

28 Deviations, Reservations, Omissions

During the evaluation of bids, the following definitions apply:

(a) –Deviation‖ is a departure from the requirements specified in the Bidding Documents;

(b) –Reservation‖ is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) –Omission‖ is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29 Determination of Responsiveness

The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itselfas defined in ITB 11.

A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is onethat:

(a) If accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.2.1Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.

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

The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30 Nonconformities, Errors, and Omissions

Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31 Correction of Arithmetical Errors

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

32 Conversion to Single Currency

Not applicable.

33 Margin of Domestic Preference

Not applicable.

34 Evaluation of Bids

The Purchaser shall evaluate each bid that has been determined,up to this stage of the evaluation, to be substantially responsive.

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria listed in this Clause. No other criteria or methodology shall be permitted.

To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as

specified in theBDS; and the Bid Price as quoted in accordance with clause 14;

(b) not used;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;

(d) not used;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

(f) The additional evaluation factors as **specified in theBDS as per ITB 34.6** from amongst those set out in Section III, Evaluation and Qualification Criteria;

The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract,shall not be taken into account in bid evaluation.

If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

The Purchaser's evaluation of a bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.

The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 34.2 (f).

35 Comparison of Bids

35.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

36 Qualification

36.1 The Purchaser shall determine to its satisfaction whether the

of the Bidder

Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III evaluation and Qualification Criteria.

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

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

37 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38 Award Criteria

38.1 Subject to ITB 37.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39 Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

40 Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called –Letter of Acceptance‖)shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called –the Contract Price‖).

Publication of Award

40.2 At the same time the Purchaser shall publish in a National website(UP GOVT. web site-https://etender.up.nic.in) or on the Purchaser's website https://upvetuniv.edu.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

Recourse to Unsuccessful Bidders

The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 42, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5

41 Signing of Contract

Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it tothe Purchaser.

42 Performance Security

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

SECTION II - BIDDING DATA SHEET

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

[*Instructions for completing the Bidding Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses*].

ITB Clause Reference	**A. General**
ITB 1.1	The Purchaser is: *Principal Investigator, IDP (NAHEP), DUVASU,Mathura, Uttar Uttar Pradesh- 281001*
ITB 1.1	The name and identification number of the NCB is: ***IN-DUVASU-MATHURA-188718-GO-RFB*** The number, identification and names of the lots (contracts)comprising this NCB are: the supply and installation of –**DESKTOP – All in one PC**‖ for language lab, artificial intelligence lab, alumni cell, idp secretariat- Quantity- 70 nos.
ITB 1.2(a)	The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process.
ITB 2.1	The Borrower is Government of India Loan or Financing Agreement Amount: US$ 82.5 Million
ITB 2.1	The name of the Project is: *National Agricultural Higher Education Project-Institutional Development Plan of UP PtDeenDayalUpadhyayPashuChikitsaVigyanVishwavidhyalyaevam Go AnusandhanSansthan, Mathura (DUVASU, Mathura)*
ITB 4.4	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr

B. Contents of Bidding Documents	
ITB 7.1	**Electronic –Procurement System** The Purchaser shall use the following electronic-procurement system to manage this Bidding process: ***U.P. Government e-ProcurementSystem :https://etender.up.nic.in***
ITB 8.1	The addendum will appear on the e-procurement system under corrigendum tab and email notification is also automatically sent to those bidders who have started working on this tender.
	C. Preparation of Bids
ITB 11.1(k)	The Bidder shall submit the following additional documents in its bid: *as per the bidding document*
ITB 12	**Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents. ***A copy of the same documents in hard copy along with original tender fee DD and bid security FDR (in original) must be sent to this office by post before the deadline of submission of tender***
ITB 12.3	For submission of original documents, the Purchaser's address is: Attention:***Procurement Officer, IDP Project / Store Purchase Officer*** Street Address: ***Store Purchase Office,*** Floor/ Room number: **Administrative Building, DUVASU,** City: **Mathura** PIN/Postal Code:**281001** Country: **INDIA**
ITB 13.1	Alternative Bids shall not be considered. The bidder should not submit more than one bid for any Schedule.

ITB 14.5	The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. If prices shall be adjustable, the methodology specified in Special Conditions of Contract will apply.
ITB 14.7	The Incoterms edition isIncoterms 2010.
ITB 14.8 (a) (iii)	–Final destination (Project Site)‖: UP Pt. DeenDayalUpadhyayPashuChikitsaVigyanVishwavidhyalyaevam Go AnusandanSansthan, Mathura, UP-2810001
ITB 14.8 (c)	The cost of Two years Comprehensive Annual Maintenance Services (AMC) with spare parts beyond standard warranty period must be included by the bidder.
ITB 14.9	*[Note: Purchaser shall check the latest instructions of the Government of India on the subject, and modify/ delete ITB Sub-clause 14.9 as necessary.]*
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5 (five) years
ITB 17.2 (b) (i)	Manufacturer's authorization is: *required as per proforma in Section IV.*
ITB 17.2 (b)iii	After Sales service is*"required"* which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.
ITB 18.1	The bid validity period shall be 90 days.
ITB 18.3(a)	*The prices quoted by the Bidder* –shall not‖ *be adjustable.*
ITB 19.1	Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms.
ITB 19.3	The amount of the Bid Security shall be: *Rs. 3,85,000/- (Three lac eighty five thousand only)*
ITB 19.3 (a)	Other types of acceptable securities are: only FDR Fixed Deposit certificate issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of Finance Officer, Veterinary University, Mathura, and such pledging has been noted and suitably endorsed by the bank issuing the certificate. ***Other forms of Bid securities besides those listed in ITB 19.3 (a) are acceptable.]***

ITB 19.9	Not applicable since Bid Security is required
ITB 20.1	In addition to the original of the bid, the number of copies is: Two
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: –A copy of Power of Attorney‖ confirming the signature as a person duly authorized to sign on behalf of the bidder..
	D. Online Submission and Opening of Bids
ITB 21.1	Class of DSC required is: as required for bidding process in up govt. e-procurement portal, https://etender.up.nic.in
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: IN-DUVASU-MATHURA-188718-GO-RFB – RFB for Desktop- All in one PC (as per requisite specification) – 70 nos.
ITB 22.1	The deadline for uploading of bids is: Date: Date 29 July 2021 Time: up to 02:00 PM
ITB 24.1	Re-submission of the bid is ***"not allowed"***, if withdrawn.
ITB 25.1	The online bid opening shall take place at: Street Address: ***Office of Procurement Officer, IDP Project / Store Purchase Officer*** Floor/ Room number: **Administrative Building, DUVASU,** City: **Mathura** PIN/Postal Code:**281001** Country: **INDIA** Date: 31 July 2021 Time: up to 03:00 PM

	E. Evaluation and Comparison of Bids
ITB 34.2(a)	Evaluation will be done for lot *Note:* *Bids will be evaluated lot by lot. Bidder should quote for the complete requirement for goods and services specified in each lot as stated in ITB clause 14.6 failing which such bids will be treated as non-responsive.*
ITB 34.4	Bidders *"shall not"* be allowed to quote separate prices for one or more lots. *[refer to Clause 2 of Section III Evaluation and Qualification Criteria, for the evaluation methodology for Multiple Contracts, if appropriate.*
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: *no adjustment is allowed on upper side of the quoted prices.* (a) Deviation in Delivery schedule: no deviation is allowed however delivery period may be extended with prior approval from the competent authority of the university before expiry of stipulated delivery period. (b) Deviation in payment schedule: no deviation allowed, payment will be done only after successful installation, physical and functional verification by the committee constituted by competent authority of the university.
	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is: *15%* The maximum percentage by which quantities may be decreased is: *15%*

Section III. Evaluation and Qualification Criteria

Contents

1. Evaluation Criteria (ITB 34)

2. Multiple Contracts (ITB 34.4)

3. Qualification Requirements (ITB 36)

1. Evaluation Criteria (ITB 34.6)

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

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

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive unless extension is provided by competent authority prior to expiry of stipulated delivery period.

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

(i) no deviation allowed, payment will only be done after successful installation, physical and functional verification of goods by committee constituted by competent authority.

(c) Cost of major replacement components, mandatory spare parts, and service.

Not Applicable

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

a. Bidder shall ensure availability of spares for 05 (five) years as indicated in ITB Clause16.4
b. If the bidder quotes separately for setting up of the above services, then this cost will beadded for the evaluation purpose (e) Projected operating and maintenance costs.

(e) Operating and maintenance costs:***Not Applicable***

(f) Performance and productivity of the equipment. ***Not Applicable***

(g) Specific additional criteria

The cost of two years Comprehensive Annual Maintenance Services (AMC) with spare partsbeyond warranty period. : **Applicable**

2. Multiple Contracts (ITB 34.4)

Not Applicable

3. Post-qualification Requirements (ITB 36.1)

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 16 &17 and is qualified to perform the contract satisfactorily.

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 16 & 17, as well as such other information as the Purchaser deems necessary and appropriate.

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.

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 35.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified. Requirements not included in the text below as well as following table 3.1 shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *as per following table (table 3.1)*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *as per following table (table 3.1)*

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *as per schedule of requirements.*

(d) The Bidder must furnish details of supplies made by him in the last five years in proforma attached in Section IV

B. If Bidder is not a manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (a), (b), (c) and the Bidder shall demonstrate that it has successfully completed at least *[insert number of contracts]* contracts of similar goodsin the past *[insert number of years]* years.

(Referred to in Clause 16 &17 of ITB Bid data Sheet)

QUALIFICATION REQUIREMENTS

Table 3.1

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.	The Bid Security should be in the form of FDR from a scheduled bank of specified in name of Finance officer, Veterinary University, Mathura payable at Mathura.
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.	Attached copy of PAN and GST
3.	The bidder should be a company registered under the Companies Act, 1956/ 2013 or LLP firm/ Partnership firm under PartnershipAct1932. /Proprietorship	Respective valid documentary proof of: Partnership deed/declaration for partnership. Certificate of incorporation /Certificate of Commencement/ Certificate consequent to change of name if applicable/Copy of Memorandum of Association
4.	The Bidder should have at least Annual turnover of Rs. 3 cr. per Financial year Viz. FY 2017-18, FY 2018-19, FY 2019-20 viz. combined,	Audited Balance Sheet of the last three financial years to be provided. FY 2017-18, FY 2018-19, FY 2019-20
5.	The bidder should have experience in the field of Similar type of items.	I. Bidder must have the experience of 7 years in similar type of work with its own PAN/GST no. II. Experience of supply in Govt. dept. with fulfillment of the following- a. Bidder should have to submit one order copy of worth 100% or two order copy of 50% of tender quantity for same & similar items or 3 order copies of 25% of tender qunatity for same & similar items. or 10 order copies of 10 % (Total value 1 crore) of tender qunatity for same & similar items. b. As these computers need to be commissioned in Language lab, bidder should have experience of these equipments installation in smart classroom previously and bidder should have the experience in Govt. to supply and installation of Language/virtual/smart classroom Lab with required language software. Copy of supply orders need to be in closed. c. Bidder should have experience of networking setup of language lab.
6.	OEM authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC.	Bidder should have Ink Signed and Stamped Authorization in Original from the OEM and shall be submitted along with the Technical Bid. Original hard copy should be submitted before the due date and time of tender opening. Non compliance shall result in rejection of tender. [in the Form given in Section IV]
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted	Declaration in this regard by The authorized signatory of the bidder

	with UN/World bank as per provisions of the Bid document.	
8.	The Bidder shall not be blacklisted by any government/semi government organization	Bidder must enclose a self declaration certificate on 100 Rs. Notarized affidavit stamp paper.
9	Certification	Bidder should have a valid ISO 9001, 14001, 45000, 27000, 18000, 50000 Certification
10	Demo of Products	Bidder may required to provide detailed technical demonstration of all the quoted models within a notice of 2/3 days. Noncompliance shall result in rejection of tender.
11	Catalogue	Technical Catalogue of quoted product to be attached with the technical bid and same should be available on OEM website. Non compliance shall result in rejection of tender.
12	Deliveries	Delivery & Installation of complete material needs to be completed at all locations strictly within 90 days of order. Failure to deliver stores within stipulated delivery period shall result in EMD being forfeited and also Vendor shall be blacklisted.
13	Video Manual	Video Manual: Bidder will provide Video Manual of explaining technical specification. (Not to be uploaded with technical bid, it has to be submitted in a pen drive/CD on or before bid submission date with offline copy of bid documents to the purchasers address)
14	Instruction Manual	Instruction Manual: Bidder will provide instruction manual of all equipment mentioning list of functions & features (Wherever applicable) as per technical specifications. (Not to uploaded with technical bid, it has to be submitted on or before bid submission date it has to be submitted in a pen drive/CD/Hardcopy on or before bid submission date with offline copy of bid documents to the purchasers address)
15	Price Validity	Validity of prices should be for a period of one year from the date of tender opening.
16	hard copy of Tender fee, Bid Security and technical eligibility document along with Complete signed/stamped tender form	these document must reach purchaser's address before due date and time of tender
Note : above eligibility must be supported by relevant and valid documents, in absence of above bidder may be technically disqualified.		

SECTION IV – BIDDING FORMS

1. Letter of Bid

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

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

No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We havenot been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services ***[insert a brief description of the Goods and Related Services];***

(e) The total price of our Bid, excluding any discounts offered in item (f) below, is:

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

In case of multiple lots, total price of each lot ***[insert the total price of each lot in words and figures];***

In case of multiple lots, total price of all lots (sum of all lots) ***[insert the total price of all lots in words and figures]***;

(f) The discounts offered and the methodology for their application are:

(i) The discounts offered are: ***[Specify in detail each discount offered.]***

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts];Discounts.***

(g) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(i) Weare not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
______	______	______	______
______	______	______	______
______	______	______	______
______	______	______	______

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

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

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[2] *Bidder to use as appropriate*

3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS AS WELL AS RELATED SERVICES

Name of Work :______________
NCB No & Date :
Name of the Bidder/ Bidding Firm / Company :

Prices in Rs

1	2	3	4	5	6	7	8	9
Sl. No.	Item Description	Quantity	Units	Unit price on F.O.R. basis [including GST as applicable, any other charges and levies] In Figures To be entered by the Bidder Rs. P.	country of origin	Delivery Date	TOTAL AMOUNT inclusive of all Taxes and charges in figures	TOTAL AMOUNT In Words
1	**Desktop – All in One PC** Performance or supervision of the on-site assembly and/or start-up of the supplied Goods Furnishing of tools required for assembly and/or maintenance of the supplied Goods Furnishing of required Cat6 cable Network Cables, switches, I/O Ports, power Ports for LAN Networking of all supplied computers Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods 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 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	70	numbers					
							Total Price Rs	

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

Note: *(a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format. - (for those items whose scope of supply includes spare parts as per technical specification).*

Price Schedule Forms

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

2. BIDDER INFORMATION FORM

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

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

Page________of_______pages

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

(n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

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

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

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

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

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

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

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

5. Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee No............................... *[insert guarantee reference number]*
Date...................................... *[insert date of issue of the guarantee]*

WHEREAS, ________________________ *[name of Bidder]*[3] (hereinafter called "the Applicant") has submitted his Bid dated________________________ *[date]* or will submit his Bid for the supply of ________________________________ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No.................................. *[insert number]* (hereinafter called —the IFB‖)

KNOW ALL PEOPLE by these presents that We____________________________ *[name of bank]* of __________________________ *[name of country]* having our registered office at ________________________________ (hereinafter called "the Bank") are bound unto ____________________________ *[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _________________[4] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this__________day of___________20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 31;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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[3] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ………, and ……."*

[4] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

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

This Guarantee will remain in force up to and including the date____________________[5] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE________________ SIGNATURE OF THE BANK _________________________

WITNESS_____________ SEAL _______________________________________

____

[signature, name, and address]

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

[5] *45 days after the end of the validity period of the Bid.*

6. Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for analternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s.____________________are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

Dated on_____________day of__________________,_________*[insert date of signing]*

Note – Modify this format suitably in cases where manufacturer"s warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[6]

(Name of the Project)

Bid No. ....
Description of item to be supplied ....
....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India'srelevantnotification)

(Bidder's Name and Address):

To
(Name of Purchaser)

....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. ____________

   (ii) No of Units to be supplied: ____________

   (iii) Total cost on which the tax/dutyis payable (Rs.) ____________

(The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force)

(Signature)____________
(Printed Name) ____________
(Designation) ____________

[6] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

(Common Seal) ____________________

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

8. PERFORMA FOR PERFORMANCE STATEMENT

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

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _______ Date of opening ___________ Time__________Hours

Name of the Firm ___________________________________

Order placed by (full address of Purchaser)	Order No. and 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

Signature and seal of the Bidder ______________________

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SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

–Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[7] In pursuance of this policy, the Bank:

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

(i) –corrupt practice‖ is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[8];

ii) –fraudulent practice‖ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[9]

(iii) –collusive practice‖ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[10]

(iv) –coercive practice‖ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[11]

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

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

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

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

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]* contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.‖

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[12] 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[13];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-

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

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

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

SECTIONVI A

(Referred to in Clause 16 &17 of ITB Bid data Sheet)

QUALIFICATION REQUIREMENTS

Table 3.1

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.	The Bid Security should be in the form of FDR from a scheduled bank of specified in name of Finance officer, Veterinary University, Mathura payable at Mathura.
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.	Attached copy of PAN and GST
3.	The bidder should be a company registered under the Companies Act, 1956/ 2013 or LLP firm/ Partnership firm under PartnershipAct1932. /Proprietorship	Respective valid documentary proof of: Partnership deed/declaration for partnership. Certificate of incorporation /Certificate of Commencement/ Certificate consequent to change of name if applicable/Copy of Memorandum of Association
4.	The Bidder should have at least Annual turnover of Rs. 3 cr. per Financial year Viz. FY 2017-18, FY 2018-19, FY 2019-20 viz. combined,	Audited Balance Sheet of the last three financial years to be provided. FY 2017-18, FY 2018-19, FY 2019-20
5.	The bidder should have experience in the field of Similar type of items.	III. Bidder must have the experience of 7 years in similar type of work with its own PAN/GST no. V. Experience of supply in Govt. dept. with fulfillment of the following- a. Bidder should have to submit one order copy of worth 100% or two order copy of 50% of tender quantity for same & similar items or 3 order copies of 25% of tender qunatity for same & similar items. or 10 order copies of 10 % (Total value 1 crore) of tender qunatity for same & similar items. b. As these computers need to be commissioned in Language lab, bidder should have experience of these equipments installation in smart classroom previously and bidder should have the experience in Govt. to supply and installation of Language/virtual/smart classroom Lab with required language software. Copy of supply orders need to be in closed. c. Bidder should have experience of networking setup of language lab.
6.	OEM authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC.	Bidder should have Ink Signed and Stamped Authorization in Original from the OEM and shall be submitted along with the 16 Bid. Original hard copy should be submitted before the due date and time of tender opening. Non compliance shall result in rejection of tender. [in the Form given in Section IV]
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted	Declaration in this regard by The authorized signatory of the bidder

	with UN/World bank as per provisions of the Bid document.	
8.	The Bidder shall not be blacklisted by any government/semi government organization	Bidder must enclose a self declaration certificate on 100 Rs. Notarized affidavit stamp paper.
9	Certification	Bidder should have a valid ISO 9001, 14001, 45000, 27000, 18000, 50000 Certification
10	Demo of Products	Bidder may required to provide detailed technical demonstration of all the quoted models within a notice of 2/3 days. Noncompliance shall result in rejection of tender.
11	Catalogue	Technical Catalogue of quoted product to be attached with the technical bid and same should be available on OEM website. Non compliance shall result in rejection of tender.
12	Deliveries	Delivery & Installation of complete material needs to be completed at all locations strictly within 90 days of order. Failure to deliver stores within stipulated delivery period shall result in EMD being forfeited and also Vendor shall be blacklisted.
13	Video Manual	Video Manual: Bidder will provide Video Manual of explaining technical specification. (Not to be uploaded with technical bid, it has to be submitted in a pen drive/CD on or before bid submission date with offline copy of bid documents to the purchasers address)
14	Instruction Manual	Instruction Manual: Bidder will provide instruction manual of all equipment mentioning list of functions & features (Wherever applicable) as per technical specifications. (Not to uploaded with technical bid, it has to be submitted on or before bid submission date it has to be submitted in a pen drive/CD/Hardcopy on or before bid submission date with offline copy of bid documents to the purchasers address)
15	Price Validity	Validity of prices should be for a period of one year from the date of tender opening.
16	hard copy of Tender fee, Bid Security and technical eligibility document along with Complete signed/stamped tender form	these document must reach purchaser's address before due date and time of tender
Note : above eligibility must be supported by relevant and valid documents, in absence of above bidder may be technically disqualified.		

PART 2 - SUPPLY REQUIREMENTS

SECTION VII – SCHEDULE OF REQUIREMENTS

1. LIST OF GOODS AND DELIVERY SCHEDULE

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
					Earliest Delivery Date	Latest Delivery Date	Bidders offered delivery date	Bid Security in Indian Rupees[14]
[insert item No]	Supply, installation and commissioning of Desktop/ All in one (**i5 or Above Desktop Computer/All In One**, 10th or 11th Generation Intel® Core™ i5 or Above-1115G4, 2 core, 6 MB Cache, OEM Motherboard, 8GB (1x8GB) DDR4 expandable upto 64 GB with 2 SO DIMM slots, **including UPS**, necessary accessories , inbuilt web camera and with onsite OEM warranty of one years and after that comprehensive AMC of two years) **Detailed as per schedule of requirements**	**70**	Numbers	DUVASU, Mathura	Within 15 days from the date of notification of award for the entire quantity mentioned	Within 60 days from the date of Notification of Award as CIP Final Destination i.e. sites location		*Rs. 3,85,000/-*

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

[14] Bid security listed here must be the same as provided under ITB/BDS 19.1.

2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
	Performance or supervision of the on-site assembly and/or start-up of the supplied Goods	70	numbers	DUVASU, Mathura	Within 4 Weeks from date of award of The contract.
	Furnishing of tools required for assembly and/or maintenance of the supplied Goods	70	numbers	DUVASU, Mathura	Within 4 Weeks from date of award of The contract.
	Installation and configuration of hardware and software	70	numbers	DUVASU, Mathura	Within 6 Weeks from date of award of The contract.
	Furnishing of CAT6 cable and LAN networking of supplied computers with CAT6 cable Bidder should be provide Required Network Cables, switches, I/O Ports, power Ports for the networking of supplied PC's.	70	numbers	DUVASU, Mathura	Within 6 Weeks from date of award of The contract.
	Acceptance testing and start of The operations	70	numbers	DUVASU, Mathura	Within 8 Weeks from date of award of The contract.
	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 : Comprehensive AMC (as per SCC 8)	70	numbers	DUVASU, Mathura	For 2nd and 3rd year after completion Of warranty period.
	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	70	numbers	DUVASU, Mathura	Within 6 Weeks from date of award of The contract.

1. If applicable

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

3. TECHNICAL SPECIFICATIONS (ANNEXURE – 1)

A. Broad requirement of proposed Items

DUVASU under IDP project is developing a language lab and for other works. For the same and other related activities the IFB for Desktop/ All in one is invited.

*"**Summary of Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

B. Broad list of proposed Items

S. No.	Components	Qty	Location
1.	Supply, installation and commissioning of Desktop/ All in one (**i5 or Above Desktop Computer/All In One**, 10th Gen or 11th Generation Intel® Core™ i5 or Above-1115G4, 2 core, 6 MB Cache, OEM Motherboard, 8GB (1x8GB) DDR4 expandable upto 64 GB with 2 SO DIMM slots, **including UPS**, necessary accessories , inbuilt web camera and with onsite OEM warranty of one year and comprehensive AMC of two years after completion of warrantee) **Detailed as per Annexure - 1**	70	DUVASU, Mathura

Note:

i. The deployed resources have to closely work with Procurement Officer
ii. The above items may increase or decrease.
iii. The solutions should meet the above-mentioned minimum specifications of all the items. Higher or better specifications are acceptable.
iv. The bidders should attach all the respective datasheet ,brochure and other supporting documents of proposed solution/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.
v. All Required Cables, Connectors and items to run the solution.
vi. Required user documentation and training will be provided along with supply and installation.
vii. 2 years comprehensive onsite AMC should be provided by the bidder. The bidder should also provide Operation and Maintenance support throughout the contract period.

C. **Technical Specifications and Description of proposed Solution/Items** (Supplier need to submit compliance sheet of all specified items and solutions per Annexure-I) **Desktop / All in one.**

D.

Technical Specification of i5 or Above Desktop Computer/All In One	
Processor	10th Gen or Higher Intel Core i5 15 W Processor or 11th Generation Intel® Core™ i5 or Above-1115G4
No of Cores	4
Cache	8 MB Cache
Chipset	Intel Integrated as per OEM
Motherboard	OEM Motherboard
Memory	8GB (1x8GB) DDR4 expandable upto 64 GB with 2 SO DIMM slots
Hard disk Drive	2.5-inch, 1 TB, 7200 RPM, SATA hard drive OR 2 TB Sata Hard Drive 2.5 inch with 5400 RPM
Graphics	Integrated Intel Graphics as per quoted processor
Network Connectivity	1 RJ-45 port 10/100/1000 Mbps
Slots	2 M.2 Slots
I/O ports	Side ports 1 USB 3.2 Gen 2 Type-A port with PowerShare 1 USB 4™ Type-C® with DisplayPort Alt Mode/ Thunderbolt™ 4.0 1 Headset/Universal Audio Jack.Rear Ports 2 USB 3.2 Gen 2 Type-A with Smart Power On 1 USB 3.2 Gen 2 Type-C port with Display Port Alt Mode/Power delivery 1 RJ45 Network Connector 1 4.50 mm x 2.90 mm DC-in port 1 DisplayPort 1.4 + + HBR2 port
Wireless	Intel Wi-Fi 6 AX201, 2 x 2, 802.11ax with MU-MIMO, Bluetooth 5.0
Maximum Power Consumption in Operating Mode (Watt)	65 Watt
Power adapter	65 Watt
Monitor	21.5" Diagonal viewing size, IPS Panel, FHD resolution 1920x1080 @60 Hz, 16:9 aspect ratio, Height Adjustable Stand with necessary cables connectors for mount
Keyboard	Wireless
UPS	UPS (600 VA). Type: Line-interactive Output Power Wattage: 600 W Capacity: 600 VA Input Voltage: 240 V | Output Voltage: 120 V Input Frequency: 140-300 Vac.|Output Frequency: 40-70 Hz Two year warranty
CAT 6 cable and accessories for networking	a. Quantity of CAT6 cable should be sufficient for LAN networking of all 70 computers and 1 IFPD b. Bidder should be providing Required Network Cables, switches, I/O Ports, power Ports for the networking of supplied PC's.
warrantee and AMC	One year Warrantee after that two years comprehensive AMC must be included in the rates to be quoted by the bidder

Item No	***Name of Goods or Related Service***	***Technical Specifications and Standards***
	Goods:	
	a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods	*Should be carried out by the Qualified Engineer(s) with proper identity*
	b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods	*Should be brought by the Qualified Engineers(s) of the bidding company*
	c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods	*Manual either in the form of a hard copy or in any digital form*
	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	*Should be carried out by the Qualified Engineer(s) with proper identity*
	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	*DUVASU, Mathura*

Detailed Technical Specifications and Standards [whenever necessary].

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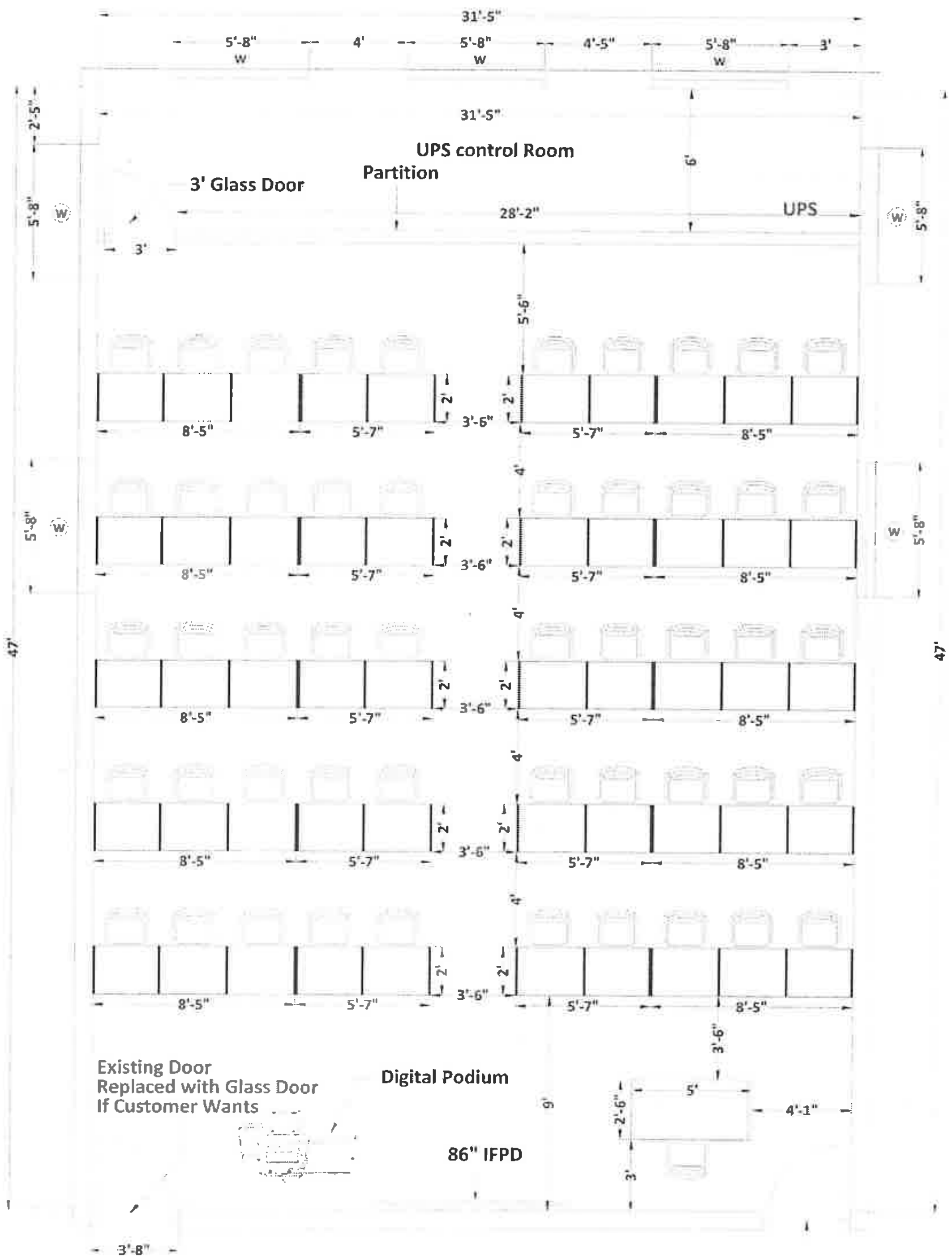
____*"]*

4. DRAWINGS

These Bidding Documents includes *the following* drawings.

List of Drawings			
DRAWING NR.	**Drawing Name**	**Purpose**	
1	Language lab – layout of computer work stations	For installation and LAN Networking of supplied computer	attached on next page

Lab Dimension layout Plan 50+1



Proposed Dimension layout Plan

Existing Door
Replaced with Glass Door
If Customer Wants

N		DUVASU Mathura language lab	A-01 DRAWING NO

5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

Post-dispatch inspection:

1. Inspection of unopened seal to ensure credibility
2. Testing the working condition of the Goods
3. Inspecting for any manufacturing defect
4. Inspecting the specification of the all in one desktops
5. Inspecting the successful installation and networking of all computers as a language lab.
6. Inspecting the LAN connectivity between and supplied computers among themselves and pre existing IFPD etc.

6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No.________________________dated____________________

   (b) Description of the plant______________________________________

   (c) Plant Nos. ____

   (d) Quantity ____

   (e) Rail/Roadways Receipt No.______________dated_____________________

   (f) Name of the consignee ____

   (g) Date of startup and proving test ______________________________

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

S. No.	Description	Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

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

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

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

Signature ____________________

Name ____________________

Designation with Stamp ____________

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

PART 3 – CONTRACT

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

Section VIII. General Conditions of Contract

1. Definitions

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

(a) ―Bank‖ means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) ―Contract‖ means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) ―Contract Documents‖ means the documents listed in the Contract Agreement, including any amendments thereto.

(d) ―Contract Price‖ means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) ―Day‖ means calendar day.

(f) ―Completion‖ means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) ―GCC‖ means the General Conditions of Contract.

(h) ―Goods‖ means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) ―Purchaser's Country‖ is India.

(j) ―Purchaser‖ means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) ―Related Services‖ means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) –SCC‖ means the Special Conditions of Contract.

(m) –Subcontractor‖ means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) –Supplier‖ means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) –The Project Site,‖ where applicable, means the place named in the **SCC.**

2. Contract Documents

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

3. Corrupt &Fraudulent Practices

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

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

Incoterms.

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the

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

Amendment

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

Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

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

6. Deleted

7. Eligibility

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

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

8. Notices

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

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

9. Governing Law

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

10. Settlement of Disputes

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

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

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the

Supplier.

11. Inspections and Audit by the Bank

The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause

11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

The payments shall be made in Indian Rupees to the Supplier under this Contract.

In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

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 theContract.

As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

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

20. Confidential Information

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

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses

3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

23. Packing and Documents

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

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

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation &IncidentalSer

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance

vices with the specified Incoterms.

The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

26. Inspections and Tests

The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

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

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and boardand lodging expenses.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

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

Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

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

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

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

The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

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

32. Force Majeure

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.

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

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

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

34. Extensions of Time

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

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

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency.

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

Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

APPENDIX TO GENERAL CONDITIONS
Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

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

–Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[15] In pursuance of this policy, the Bank:

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

(i) –corrupt practice‖ is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[16];

(ii) –fraudulent practice‖ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[17]

(iii) –collusive practice‖ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[18]

(iv) –coercive practice‖ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[19]

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

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

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

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

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

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[20] 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[21];

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

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

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

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(j)	The Purchaser is: U.P.PanditDeenDayalUpadhyayPashuchiktsaVigyanVishwavidyalayaEvam Go AnusandhanSansthan (DUVASU), Mathura -281001
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: *DUVASU Mathura, UP-281001*
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2010.
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Procurement Officer, IDP Project** Street Address: **Store Purchase Office** Floor/ Room number: Administrative Building City: Mathura, U.P. PINCode: 281001 Country: INDIA Telephone: **(+91)565-2470199** Facsimile number: *(+91) 565-2470819* Electronic mail address: spoduvasu@gmail.com

GCC 10.2	**Settlement of Disputes** The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India). (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. (c) Arbitration proceedings shall be held at Mathura (U.P.) India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (d) 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.

	(e) 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). (f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. *(* Delete whichever is not applicable).* ***Alternatively*** *[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitrationdispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to „ICA Rules of Conciliation" by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber"s Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]* Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at **Mathura (UP)** India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].* Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.

GCC 12.1 and 25.2	The scope of supply for the Goods and Related Services to be supplied shall be as specified below: in Schedule of Requirements.
GCC 12.2	Maintenance Service: a) Warranty Free Comprehensive Maintenance and Repair services including testing & calibration, labour and spares shall be provided by the Supplier during the period of warranty as specified in article SCC 28.3. b) Comprehensive Annual Maintenance Contract (CMC) After the above mentioned warranty period, the Consignees bidder must provide Comprehensive Annual Maintenance Contract (CMC), for a period of two (2) years at the rates quoted by the Supplier in his bid. The CMC includes repairs of entire system, preventive maintenance testing & calibration, labour and spares and all software updates. **For both a) and b) above:** The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including the travel time. The unit must be made functional within 7 working days (including response time) from the time a defect is reported to the Supplier. In case, a replacement of defective Goods needs more than 7 working days, as an interim solution the bidder must make available a Service / Goods part for complete functioning of the Goods within the same specified time frame as mentioned above. However, the defective Goods must be replaced within 30 days.

GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are given below: GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser : (i) Four Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) Four Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate or origin. The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed **"shall not,"** be adjustable.
GCC 16.1	GCC 16.1 Payment shall be made in Indian Rupees in the following manner:

	(a) Payment will be done on successful installation, physical and functional verification of the supplied goods
	(c) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. (ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of supply of the goods at their final destination.
GCC 16.5	deleted
GCC 17	In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.
GCC 18.1	Performance Security to the Purchaser shall be for an amount of 10% 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 and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser"s perceived risk and impact of non-performance by the Supplier. 5 to 10% percentage is used under normal circumstances]*

GCC 18.3	If required, the Performance Security shall be in the form of a –Bank Guarantee‖ or –Fixed Deposit Receipt‖ drawn in favour of the Finance Officer, Veterinary University, Mathura.
GCC 18.4	Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
GCC 18.5	Add as Clause 18.5 to the GCC the following: In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.
GCC 23.2	<u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. Suppliers should use recycled materials as much as possible for packing
GCC 24.1	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from –Warehouse to warehouse (final destination)‖ on –All Risks‖ basis including War Risks and Strikes.
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.

GCC 25.2	Incidental services to be provided are: 1. Installation of supplied Goods and performance or supervision of on-site assembly 2. Demonstration and training of the personnel at the Purchaser's destination 3. LAN networking of supplied computers with furnishing of associated required material 4. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 5. 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;
GCC 26.1	The inspections and tests shall be: 1. Inspection of unopened seal to ensure credibility – One time 2. Testing the working condition of the Goods – One time 3. Inspecting for any manufacturing defect – One time 4. Inspecting the technical specification of supplied desktop – Till satisfaction 5. Inspecting the LAN connectivity of the supplied computers and pre existing IFPD in language lab – Till it becomes perfect
GCC 26.2	The Inspections and tests shall be conducted at: *DUVASU, Mathura*
GCC 27.1	The liquidated damages shall be: 0.5% of contract price per week or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.

GCC 28.3	The period of validity of the Warranty shall be: Same as given in GCC 27.3. For purposes of the Warranty, the place(s) of final destination(s) shall be: *DUVASU, Mathura (UP)-281001* ***Sample provision*** GCC 28.3— In partial modification of the provisions, the warranty period shall be minimum 12 months from date of acceptance of the Goods or 18 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption 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, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, **or** (c) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be equivalent to the actual cost of modification required subject to a maximum of 10% of the contract cost of the subject equipment. (d) after the competition of warrantee period bidder must provide a comprehensive AMC for a period of two years inclusive in the rate quoted by bidder in this bid
GCC 28.5	The period for repair or replacement shall be: 30 days.
GCC 31.1	This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.

Attachment: Price Adjustment Formula

Not Applicable

SECTION X – CONTRACT FORMS

1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

[date]

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

Subject: ***Notification of Award Contract No.*** . . . .

This is to notify you that your Bid dated . . . . ***[insert date]*** . . . . for execution of the...................***[insert name of the contract and identification number, as given in the SCC]***...................for the Accepted Contract Amount of................***[insertamount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: ____
Name and Title of Signatory: ____
Name of Agency: ____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called –the Supplier‖).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents:In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) The Supplier's letter of Bid and original completed Schedules including Price Schedules

(d) Special Conditions of Contract

(e) General Conditions of Contract

(f) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(g) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

3. Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No............................. *[insert guarantee reference number]*
Date.................................... *[insert date of issue of the guarantee]*

To: ____*[name of Purchaser]*

____*[address of Purchaser]*

WHEREAS___________________________*[name and address of Supplier[22]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated__________________to execute___________________________*[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____________________ *[amount of guarantee[23]]* ___________________________ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ____________________ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which

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[22] *In the case of a JV, insert the name of the Joint Venture*

[23] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until .... (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[24], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor ______________________

Name of Bank ______________________

Address ______________________

Date ______________________

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

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[24] Completion date as described in GC Clause 18.4

4. Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No... .... *[insert guarantee reference number]*
Date... .... *[insert date of issue of the guarantee]*

To: ______________________________________*[name of Purchaser]*
______________________________________*[address of Purchaser]*
______________________________________*[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, ______________________________*[name and address of Supplier*[25]*]* (hereinafter called "the Applicant") shall deposit with ____________________*[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of ____________ *[amount of guarantee*[26]*]* ______________________________*[in words]*.

We, the____________________*[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to____________________*[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding __________________[amount of guarantee]______________________________*[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between____________________*[name of Purchaser]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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[25] In the case of a JV, insert the name of the Joint Venture

[26] An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until_________________________*[name of Purchaser]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: ______________________________

Name of Bank: ________________

Address:______________________________________

Date: ___________________

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