

**COASTAL DISASTER RISK REDUCTION PROJECT (CDRRP)
FISHERIES MANAGEMENT FOR SUSTAINABLE
LIVELIHOODS (FIMSUL II)**

IDA CREDIT NO: 5279 IN

INTERNATIONAL COMPETITIVE BIDDING (ICB)

OFFICE OF THE COMMISSIONER OF FISHERIES

ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS
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ICB BID FOR SUPPLY OF SEAMLESS COMMUNICATION EQUIPMENTS

BID REFERENCE: - ICB No. 6 / CDRRP / FIMSUL II / GOODS -2015-16.

DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT 08-06-2015.

LAST DATE FOR SALE OF BIDDING DOCUMENT: 23-07-2015

PREBID MEETING: 23-06-2015 at 11.30 A.M

LAST DATE OF RECEIPT OF BIDS: 24-07-2015 BEFORE 3.00 P.M. - I.S.T

TIME AND DATE OF OPENING: OF BIDS: 24-07-2015- 3.30 P.M- I.S.T

PLACE OF OPENING OF BIDS:

Office of THE COMMISSIONER OF FISHERIES
ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS
TEYNAMPET, CHENNAI -600 006, TAMILNADU, INDIA

Address for Communication:-

THE COMMISSIONER OF FISHERIES
ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS
TEYNAMPET, CHENNAI -600 006, TAMILNADU, INDIA
Phone: +91-44-24321927, Fax: +91-44-24320791
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Invitation for Bids (IFB)

INDIA

COASTAL DISASTER RISK REDUCTION PROJECT (CDRRP) FISHERIES MANAGEMENT FOR SUSTAINABLE LIVELIHOODS (FIMSUL II)

IDA CREDIT NO : 5279 IN

INTERNATIONAL COMPETITIVE BIDDING FOR SEAMLESS COMMUNICATION EQUIPMENTS

IFB Number - No. 6/ CDRRP / FIMSUL II / GOODS -2015-16.

1. This invitation for bids follows the General procurement Notice for this project that appeared in Development Business (DB reference No WB 1817-04/13) posted on 08.04.2013.
2. The Government of India has received /a credit 236 Million US\$ (Credit No.5279-IN) from the World Bank towards the cost of Coastal Disaster Risk Reduction Project-(CDRRP) which includes consisting provision for FIMSUL II and it is intended that part of the proceeds will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
3. The Commissioner of Fisheries, DMS Campus, Teynampet, Chennai-600006 now invites sealed bids from eligible bidders for supply of Seamless Communication Equipments as listed below:

Sl. No	Brief Description of Goods	Quantity	Delivery period & place & Numbers.	Installation, commissioning required if any
1.	25W VHF Equipments for Inshore boats.	2600 Nos.	3Months from the date of issue of supply order Places and Numbers are as per Annexure –I in the Section VII. Schedule of Requirements.	Yes
2	5W VHF Equipments for Country Crafts.	18700 Nos.	3 Months from the date of issue of supply order Places and Numbers are as per Annexure –I in the Section VII. Schedule of Requirements.	No

The bidding document shall be available for sale from 08-06-2015 to 23-07-2015 on all working days from 11:00 hours to 15:30 hours IST

4. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's *Guidelines Procurement under IBRD Loans and IDA Credits, "Jan2011"*: The bidding 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.

5. Interested eligible bidders may obtain further information from Commissioner of Fisheries, Chennai – India, Email:tnfimsul@gmail.com and inspect the Bidding Documents at the address given below from 10.30 hrs to 17.30 hrs on any working day.

6. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written Application to the address below and upon payment of a non refundable fee Rupees one thousand plus VAT (Rs.1000 + VAT) or equivalent in a convertible currency. The method of payment will be by a bank draft/Banker's Cheque payable at a Scheduled / Nationalized Bank in favour of The Commissioner of Fisheries, Teynampet, **Chennai-600 006** payable at CHENNAI in Indian Rupees. The Bidding Documents may be collected in person. The bidding document are allowed to be downloaded from the following website at free of cost [www tenders.tn.gov.in](http://www.tenders.tn.gov.in) **The bidder is responsible for ensuring that any addenda available on the website is also downloaded and incorporated.** Bidding documents will also be sent by post on payment of Rs.300 /- (Applicable with in India) & for other Countries Rs.5000/- and the Commissioner of Fisheries will not be responsible for the delay or non delivery of the document.

7. Detailed technical specification for all the items of the schedule included in the IFB are contained in one single bidding document. Bidders need not purchase more than one set of bid document. Bidders are required to quote for the full quantity of all items of the schedule, failing which such bids will be considered as **Non- responsive**.

8. Bids must be delivered to the address below on or before 15: 00 hours IST **on 24.07.2015**. Electronic bidding *will not* be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address below at 15:30 hours IST **on 24.07.2015**. All bids must be accompanied by a "Bid Security" of Indian rupees 11000000 or equivalent amount in a freely convertible currency.

9. In the event of the date specified for receipt and opening of bid being declared as a closed holiday for the purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

10. A pre-bid meeting will held on 23-06-2015 at 11.30 A.M hrs at the office of Commissioner of Fisheries, DMS Campus, Chennai-600006, to clarify the issues and to answer question on any matter that may be raised at that stage.

11. The address referred to above is:

THE COMMISSIONER OF FISHERIES, ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS, TEYNAMPET, CHENNAI-600 006, TAMILNADU, INDIA
Phone: +91-44-24321927, Fax: +91-44-24320791, E-mail: tnfimsul@gmail.com

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the 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 International Competitive Bidding (ICB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 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 proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where 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

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS,** there is no limit on the number of members in a JV.
- 4.2 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) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the

works that are the subject of the bid; or

- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) 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

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder 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.

4.4 A Bidder 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 **specified in the BDS.**

- 4.5 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 Employer. 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 or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 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.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been

mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

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 Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

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

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the 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.

6.4 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, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 If so **specified in the BDS**, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8

and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 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 the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules , in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

- (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 20.2;
- (f) documentary evidence in accordance with ITB 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 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 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. Letter of Bid and Price Schedules

12.1. 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.

13. Alternative Bids

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

14. Bid Prices and Discounts

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

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

- 14.3 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.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 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.
- 14.6 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 opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
 - (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**
- 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 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 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.
- 16.3 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.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing

functioning of the Goods during the period **specified in the BDS**

16.5 following commencement of the use of the goods by the Purchaser.

16.6 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 and
Qualifications
of the Bidder**

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

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

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

(b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

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

**18. Period of
Validity of Bids**

18.1. Bids shall remain valid for the period **specified in the BDS** 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 nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the

period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 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 provided in ITB 18.3.

- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank

guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, 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 42.
- 19.6. 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.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, 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 ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid

opening.

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

22. Deadline for Submission of Bids

22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

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 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 Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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

the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there

is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 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**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and 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 and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, 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 31.
- 27.2 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, and Omissions**
- 28.1 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**
- 29.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 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 one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding 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.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or

documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to
Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**

**33. Margin of
Preference**

33.1 **Unless otherwise specified in the BDS,** a margin of preference shall not apply.

**34. Evaluation of
Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

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

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 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.
- 34.4 If these Bidding Documents allows 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
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of

purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

- 35. Comparison of Bids** 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the 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.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's 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 bids 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 and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) 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.

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

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

**41. Signing of
Contract**

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

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**42. Performance
Security**

42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. 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. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is : ICB No.6- <i>CDRRP-FIMSUL-II-GOODS-(2015-16)</i>
ITB 1.1	The Purchaser is Commissioner of Fisheries, Department of Fisheries, Government of Tamilnadu, DMS Campus, Chennai-600006.
ITB 1.1	<p>The name of the ICB is: Procurement of Seamless Communication Equipment The identification number of the ICB is: ICB No.6-<i>CDRRP-FIMSUL-II-GOODS-(2015-16)</i></p> <p>Items will be evaluated for both items together.</p> <ol style="list-style-type: none"> 1. 25W VHF 2600 Nos. 2. 5 W VHF 18700 Nos.
ITB 2.1	<p>Name of Borrower : Government of India. The Purchaser is Commissioner of Fisheries, Department of Fisheries, Tamilnadu state, DMS Campus, Chennai-600006. India.</p>
ITB 2.1	Finance agreed amount <i>US \$</i> 236 Million
ITB 2.1	The name of the Project is: <i>Coastal Risk Reduction Project(CDRRP) - FIMSUL-II Sub component -2.</i>

ITB 4.1	<p>4.1 Maximum number of members in the JV shall be: 2, Bids submitted by a joint venture of two firms as partners when permitted as per ITB Clause 4.1.1 BDS shall comply with the following requirements:</p> <ul style="list-style-type: none">[a] the bid shall include all the information listed in Bidders Qualification Forms for all the Partners. The maximum number of members in the Joint Venture shall be as 2 (Two)[b] the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;[c] one of the partners shall be nominated as being in charge (lead partner), and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;[d] the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;[e] all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement [<i>in case of a successful bid</i>];[f] The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer;[g] The joint venture agreement should be registered with in India so as to be legally valid and binding on partners; and[h] a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement. If the JV is selected for award of contract, the selected bidder should provide copy of JV agreement concluded by the partners, before signing the contract Agreement.
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ITB 4.4	The electronic address of firms and individuals debarred by the Bank is: http://www.worldbank.org/debarr .
B. Contents of Bidding Documents	
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: <i>Commissioner of Fisheries</i> <i>Office of Commissioner of Fisheries,</i> <i>Administrative Office Building, DMS Complex, Teynampet, Chennai</i> ZIP Code: 600 006 Country: <i>India</i> Telephone: +91-44-24320199 Facsimile number: +91-44-244335585 Electronic mail address: tnfimsul@gmail.com
ITB 7.1	The clarification provided to the queries will also be uploaded in the web site www.tenders.tn.gov.in which can be downloaded by the prospective bidders.
ITB 7.1	For Clarification - mail id: tnfimsul@gmail.com
ITB 7.2	A site visit <i>Will be</i> carried out by Bidders and cost of visiting shall be at the Bidder's own expense , necessary information will be provided by fishery department..
ITB 7.4	A Pre-Bid meeting will be held at <u>Commissioner of Fisheries Office ,Chennai.</u> <u>On 23-06-2015 at 11.30 A.M.</u>
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English All correspondence exchange shall be in _English language. Language for translation of supporting documents and printed literature is English.
ITB 11.1 (j)	If the Bidder is not Manufacturer, then Manufacture's Authorization is required.
ITB 11.1 & 11.2	In addition to 11 of ITB for J.V also Forms of (1) Power of Attorney for J.V, (2)Undertaking by J.V (3) Letter by J.V to enter in to J.V agreement, (4)Individual qualification on financial capacity, Technical qualification, other

	Post qualification, etc. Experience and Technical Capacity shall be attached.
ITB 13.1	Alternative Bids <i>shall not be</i> considered
ITB 14.5	The prices quoted by the Bidder “ shall not ” be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to 100 percent of the items specified for each lot (contract).
ITB 14.7	The Inco terms edition is; Inco terms 2010.
ITB 14.8 (a) (i)	Insert the words “excise and other” in between the words “customs” and “duties” in Line 3 of this sub-clause. Insert the word “, vat” in between the words ‘sales’ and ‘and’ in line 4 of this sub-clause.
ITB 14.8 (a) (ii) and (c) (iv)	Insert the word VAT in between the words “sales tax” and in line of this document.
ITB 14.8 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: As per list in the coastal districts of Tamilnadu.. 1. As per Annexure –I in the Section VII. Schedule of Requirements. 2.As per Annexure –II in the Section VII. Schedule of Requirements.
ITB 14.8 ©	<ul style="list-style-type: none"> • Add the following at the end of ITB Clause 14.8(a) as 14.8 (a) (iv) • Deemed Export Benefits • (iv) Bidders may like to ascertain availability of excise or other duty exemption benefits, 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. <p>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 Central Excise Notification -108/95 along with its bid in form at Serial. Number. 8 of Section VII Bidding Forms. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.</p> <p>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</p>

	<p>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 for rejection.</p>
ITB 14.8 (b) (i)	<p>CIP named Place of Destination is as specified in schedule of Requirements (Section VII).</p> <p><i>The Purchaser is responsible for providing exemption letter for Custom/Import duties within seven working days on receipt of notification from supplier. The supplier shall notify the purchaser about the anticipated date of arrival of consignment(s) at least 15 days in advance. The supplier is responsible for custom clearance of goods and transporting the consignment(s) to final destinations as indicated in Schedule of Requirement (Section VII).</i></p>
ITB 14.8 (b) (iii)	<p>In addition to the CIP price specified in ITB 14.8 (b) (i), the price of the Goods manufactured outside the purchaser's country shall be quoted Necessary <i>Incoterm 2010.</i></p>
ITB 15.1	<p>The Bidder <i>is</i> required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that country's currency..</p>
ITB 15.3	<p>Add the following as Clause 15.3:</p> <p>“15.3 Agents and service facilities in India:</p> <p>(a) If a foreign bidder has engaged an Indian agent, it will be required to give the following details in the offer:</p> <p>(i) the name and address of the local agent;</p> <p>(ii) what service the agent renders; and</p> <p>(iii) the fixed amount of remuneration for the agent included in the offer.</p> <p>(b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Using BC selling rate of State Bank of India ruling on the date of award of contract and shall not be subject to any further exchange variation.”</p>

ITB 16.4	Period of time the Goods are expected to be functioning 6 Years
ITB 17.2 (a)	Manufacturer's authorization is: <i>Required as per Proforma in Section IV</i>
ITB 17.2 (b)	After sales service is: Required which shall be provided by the supplier or alternatively by its Agent in case of a foreign bidder.
ITB 17.2 (d) and (e)	<ul style="list-style-type: none"> • Add the following as Clause s17.2(d) and (e) • “17.2(d)If an agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a <u>separate bid form for each bid and a bid security</u>, when required, for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive. • 17.2 (e) Supplies for any particular item in each schedule of the bid should be from one manufacturer only for the entire quantity required. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid other than alternative bids will be treated as non-responsive.]” <p>Note:- Alternative bid is not permitted.</p>
ITB 18.1	The bid validity period shall be <i>120</i> days.
ITB 18.3 (a)	<ul style="list-style-type: none"> • ITB 18.3-Substitute this clause with the following: • “In the case of fixed price contracts, in the event that the Purchaser requests and the Bidder agrees to an extension exceeding 56 days beyond the expiry of the initial bid validity, the contract price, if the Bidder is selected for award, shall be the bid price corrected as follows: <ul style="list-style-type: none"> i. The foreign currency component of the price shall be increased by the factor (3%) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder. ii. Similarly, the local currency component of the price shall be increased by the factor (5%) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder. iii. “Bid evaluation will be based on the prices without taking into consideration the above correction.”
ITB 19.1	

	<p>A Bid Security” shall be required. Purchaser country Nationalised Bank demand draft / bank Guarantee -Foreign Bank,s (Bank having correspondent Bank with in India) D.D/ Bank Gurantee are acceptable</p> <p>A Bid-Securing Declaration is acceptable and Bid Bond is also acceptable</p> <p>Bid security shall be required, the amount and currency of the bid security shall be Indian rupees 110,00000 <i>or equivalent amount in a freely convertible currency.</i></p>
ITB 19.3 (d)	Other types of acceptable securities: <u>As above.</u>

ITB 19.9	Not Applicable.
ITB 20.1	In addition to the original of the bid, the number of copies required are : 2(Two)
ITB 20.2	Please add the following at the end of this clause: “A copy of the Power of Attorney” confirming the signature as a person duly authorized to sign on behalf of the bidder should be attached with the bid.”
D. Submission and Opening of Bids	
ITB 22.1	<p>FOR <u>BID SUBMISSION PURPOSES</u> ONLY, THE PURCHASER’S ADDRESS IS:</p> <p>THE COMMISSIONER OF FISHERIES ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS TEYNAMPET, CHENNAI -600 006, TAMILNADU, INDIA Phone: +91-44-24321927, Fax: +91-44-24320791 e-mail: tnfimsul@gmail.com</p> <p>SEAMLESS COMMUNICATION EQUIPMENTS for FISHERIES DEPARTMENT</p> <p>The deadline for the submission of bid is</p> <p>Date : 24-07-2015</p> <p>Time : 3.00 P.M- I.S.T</p> <p>Add at the end of ITB Clause 24.1 the following:</p> <p>“In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.”</p> <p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>THE COMMISSIONER OF FISHERIES ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS TEYNAMPET, CHENNAI -600 006, TAMILNADU, INDIA Phone: +91-44-24321927, Fax: +91-44-24320791 e-mail: tnfimsul@gmail.com Date: - 24-07-2015</p>

	<p>Time :- 3.30 P.M.- I.S.T</p> <p>Add at the end of ITB Clause 25.1 the following:</p> <p>“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.”</p>
ITB 25.3	<p>The Letter of Bid and Price Schedules shall be initialed by The Additional Director representative of the Purchaser conducting Bid opening or Officer authorized by the Purchaser.</p> <p>Each bid should be initialed by bid opening Committee members.</p>
ITB 29.2.1	<ul style="list-style-type: none"> • Add the sub clause: • “Bids from Agents, without proper authorization Form from the manufacturer as in Section IV , shall be treated as non-responsive.”
ITB 29.3.1	<ul style="list-style-type: none"> • ITB 29.3.1 Insert as under- “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.”
ITB 30.1	<ul style="list-style-type: none"> • Material deviations-those having financial implications cannot be waived
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies (not more then 3 Foreign currencies freely convertible excluding Purchaser’s local currency) into a single currency is: Indian Rupees.</p> <p>The source of exchange rate shall be: State Bank of India, Chennai, India.</p> <p>The date for the exchange rate shall be: <i>Date of bid opening.</i></p> <p>32.1-Rupees/BC selling market exchange rates established by SBI – Chennai, India –Date of Bid opening</p>

ITB 33.1	<u>Applicable.</u>
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ITB 34.2(a)	Evaluation will be done for All items together as a single lot.
ITB 34.6	<p>ITB 34.6 –See SBD BDS –Consider specifying para (a) and (b) as under-Deviation in Delivery schedule: Adjustment as referred to in paragraph 1(a) of Section III will be applied to the bid price for bids offering delivery beyond the earliest delivery date (specified in Section VII - Schedule of Requirements) @ 0.5% per week or part of week. No credit will be given to deliveries before the earliest date and bids offering delivery after the final date (beyond 2 Months) of stipulated delivery period will be treated as non-responsive.+</p> <ul style="list-style-type: none"> • Deviation in payment schedule: The SCC (Special Conditions of Contract) stipulates the payment schedule specified by the Purchaser. If the bid deviates from the schedule and if such deviation is considered acceptable, the bids will be evaluated by calculating interest earned for earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the interest rate of 2% per annum. [State Bank of India Bank PLR (Prime Lending rate) % + 2%]

	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is 20%

Section III. Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33) Applicable

2. Evaluation (ITB 34)

2.1. 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 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

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

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section 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 nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

- (b) Deviation in payment schedule.

- (i) *The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for*

any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS 34.6.

- (c) Cost of major replacement components, mandatory spare parts, and service.
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS 34.6, if quoted separately, shall be added to the bid price, for evaluation purposes only.

2.2. Multiple Contracts (ITB 34.4) Not applicable

The Purchaser shall:

- (a) evaluate only lots or contracts that include full quantity per item as specified in ITB 14.8
- (b) take into account:

the lowest-evaluated bid for all items

2.3. Alternative Bids (ITB 13.1) – Not Applicable,

3. Qualification (ITB 36)

3.1 Post qualification Requirements (ITB 36.1)

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

I) Manufacturer Bid

(a) Financial Capability

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

TABLE – 1.

SI No	Qualification requirements	Documents required
1	The bidder should have been in the field of business of manufacturing the VHF supply, installation, or similar wireless Communication Equipments for which bids are invited now with an annual turnover of Rs 50,0000000 in any one of the last five [5] years as on 31-03-2015. [2010-2011, 2011-2012, 2012-2013 , 2013-2014 & 2014-15]	Copy of the audited balance sheet or statement of profit & loss accounts duly certified by a Chartered Accountant / For foreign Country A Firm Authorised to sign such documents.
2	The bidder should have executed one similar contract or any other wireless Communication equipments contract i.e., supply, installation, commissioning , equal to or more than Rs 346000000 in any one of the last five [5] years as on 31-03-2015. [2010-2011, 2011-2012, 2012-2013 , 2013-2014 & 2014-15]	Year-wise supply orders and copies of certificates obtained from the Engineer of the Client on the performance of the Equipment supplied by the bidder
3	The bidder should demonstrate access to, or availability of financial resources such as liquid assets, unencumbered real assets, lines of credit and other financial means, other than any contractual advance payments equal to or more than Rs 10,0000000.	Certificate should be obtained from the bidder's bank in the format provided under section IV-Form 3.1 (A)

(b) Experience and Technical Capacity

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

A. Experience and Technical capacity

TABLE-2

SI.No	Qualification requirements	Documents required
1	The bidder should be a company registered under the companies Act1956/ as amended from time to time in India or Similar registration in the bidders country acceptable by the Employer, and in the business of supplying, installation , maintenance of VHF equipments or similar wireless communication equipments in the last five [5] years on 31-03-2015. [, 2010-2011, 2011-2012, 2012-2013 , 2013-2014 & 2014-15]- and capacity of of at least 15000 numbers sold any one of the last 5 years which are in successful operation for Three years on the date of submission of bid..	Attested copy of certificate of incorporation.
2	The bidder must have qualified persons to install, commission and maintain the equipments (During Warranty period)	Service centres to be identified in 7 regional centres i.e.,Chennai, Cuddalore, Nagapattinam, Pudhukottai district, Ramanathapuram, Thoothukudi and Kanyakumari . Service centre personnel should have a degree / Diploma in Communication Engineering with 2 years and 5 years of experience respectively.
3	The bidder should not have been blacklisted by State / Central Govt departments / PSUs in India or by World bank or the respective similar departments in the bidder's country	Declaration by the authorized signatory of the bidder.

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- 4.1 The bidder shall have completed similar work “supply of wireless communication equipments” i.e. supply, installation, commissioning, and maintenance of VHF for which bids are invited. The bidder should furnish copies of certificates from the competent authority providing the details of

- contract, VHF supplied and installed, quantity supplied, value of contract, contract period and as to whether the work has been completed within the contract period and the performance of the equipments supplied by them.
- 4.2 The Bidder should have his own facilities and sufficient technical personnel to supply, installation and commissioning etc. Certificate to that effect to be furnished giving the details of personnel available with them and the location of their unit, equipments available and other relevant details. They should also furnish the details of local service centers situated in the Coastal districts of Tamil Nadu and the technical staff available in such units to attend to any break up calls etc during Warranty period . Also end users can utilize the service of these centres even after Warranty period on payment for the services. so Bidders are requested to furnish details of Service centers which satisfy the Employer..
- 4.3 If the Bidder proposes to engage the services of sub-contractors the details of such sub-contractors, the location of their units, experience in similar field and the details of similar works executed by them with value etc. and their willingness to work as sub-contractors for this project etc. shall be produced by the Bidder.

II) For Non-Manufacturer (or Distributors) Bid

Bids of bidders quoting as authorized representative of a manufacturer, can also be considered, provided:

- a) the manufacturer furnishes a legally enforceable authorization in the prescribed form assuring full guarantee and warranty obligations as per GCC and SCC; and
- b) the bidder, as authorized representative, has Financial Capacity, for at least 30% of the Amount specified in above TABLE 1 for all items 1 to 3 mentioned. in any one of the last 3 years which must be in satisfactory operation for at least one year on the date of submission of bid. . [2012-2013 , 2013-2014 & 2014-2015.]
- c) the bidder, as authorized representative, has Technical and Experience Capacity, 50% of the quantity specified in above TABLE 2 for item 1 , in any one of the last 5 years which must be in satisfactory operation for at least one year on the date of bid submission. [2012-2013 , 2013-2014 & 2014-2015.] , and also satisfy items of 2 and 3 of TABLE 2. .

Section IV. Bidding Forms

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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 form and shall be deleted from the final products.

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

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

Invitation for Bid No.: **[insert identification]**

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

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not 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: **[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, indicating the various amounts and the respective currencies];**
- (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];
- (g) Our bid shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, 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) We are 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, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official

- (k) regulations or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

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

- (n) 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; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) 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
- (q) 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.

¹ Bidder to use as appropriate

Bidder Information Form

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

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

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

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

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

(Group C bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							ICB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

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

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

(Group C bids, Goods already imported)

Date: _____

ICB No: _____

Alternative No: _____

Page N° _____ of _____

Currencies in accordance with ITB 15

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

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

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

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB 15				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1.	<p>Training:- The contractor shall arrange to impart training cum demonstration to the Employers staff at Chennai as well as to the staff in the Regional Assistant Director of Fisheries office accompanied by end users fishermen in the field on operation and maintenance etc., of the equipment. The training cum demonstration shall have to be provided for 30 Man days. (Rates are per Man day). The Trainer should have communication skill. Fishermen are to be trained in local Tamil Language..</p>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
2.	<p>Quarterly Inspection:- Quarterly inspection of sample of sets for two Maritime districts per Quarter shall be carried out for the continued satisfactory performance of the sets. The name of the village will be selected by the respective Regional Assistant Director of Fisheries. Number of days required 48 Man days.</p>					
Total Bid Price						

Form of Bid Security

(Bank Guarantee)

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

Guarantor letterhead or SWIFT identifier code]

Beneficiary:

**THE COMMISSIONER OF FISHERIES, ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS,
TEYNAMPET, CHENNAI -600 006, TAMILNADU, INDIA**

Phone: +91-44-24321927, Fax: +91-44-24320791, e-mail: tnfimsul@gmail.com

IFB Number - No. 1 / CDRRP / FIMSUL II / GOODS -2015-16.

Alternative No.: Deleted.

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder,]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*² *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ___ day of _____, 20___, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20___.

Principal: _____ Surety: _____
 Corporate Seal (where appropriate)

² The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Form of Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]

Manufacturer's Authorization

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

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

IFB Number - No. 1 / CDRRP / FIMSUL II / GOODS -2015-16

To: *Commissioner of Fisheries*

WHEREAS

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

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

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

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

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

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

FORM FIN – 3.1(A)

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

Clause 3.1 Section III– Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the works, namely _____ [funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. equivalent _____ to meet their capital requirements for executing the above contract.

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

*** Change the text as follows for Joint venture:**

This is to certify that M/s. who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely [funded by the World Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet the working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation.]

Section V. Eligible Countries

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:

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

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.³ 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;⁴
 - (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;⁵
 - (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;⁶
 - (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;⁷
 - (v) "obstructive practice" is:

³ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁴ 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.

⁵ 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.

⁶ 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.

⁷ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under 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,⁸ 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 nominated⁹;
 - (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.”

⁸ 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.

⁹ 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.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

BRIEF NOTE:-

Since fishing in the Marine has been recognized as one the worst dangerous occupation in the World and causality of Fishermen at Sea causes serious concern. The coastal Tamilnadu was devastated by the monstrous South Asian Tsunami (2004) waves of December 2004, causing unprecedented loss of life and livelihood, brutally smashing the coastal inland in proximity. The fisher folk living along the coast line mostly bore the brunt of the Tsunami. There were colossal damages to human lives, fishing implements, fishery infrastructure and their settlements. The monstrous Tsunami waves of December, 2004 devastated coastal Tamil Nadu causing unprecedented loss of life and livelihood, brutally smashing the inland in proximity affecting 10,68,564 populace covering 418 fishing hamlets in 13 coastal districts. The fisherfolk living along the coast line of 1076 km bore the brunt of Tsunami inflicting a loss of 7,995 human lives apart from leaving 3960 persons injured, 197 children orphaned, 561 women widowed and 945 people went missing.

So a Pilot project at a cost of Rs.77.3 billion Indian rupees was implemented. Under this VHF 25W set were given for Mechanized Boats, since the Vessels go beyond 200 kms and voyage are more than 6 days and VHF 5W Handheld were given to Traditional crafts. End users felt the performances of sets supplied were found satisfactory.

Based on the success of the Pilot project, End users satisfaction, benefits, most important is considerable reduction in loss of life and livelihood, Value of Individual life, again under funding of the World Bank this project has been initiated for which this Bid has been called and Bidders are requested to give the best Bid Price and best quality Equipments.

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]	Bid Security in the currency of the bid or in US\$ or Indian Rupees
1.	25W VHF	2600	Each	Refer Items under A below this table.	Refer Items under A below this table. 45 Days from the date of issue of supply order	Refer Items under A below this table. 90 Days from the date of issue of supply order	<i>[insert the number of days following the date of effectiveness the Contract]</i>	11000000I NR
2.	5W VHF	18700	Each	Refer Items under B below this table.	Refer Items under B below this table. 45 Days from the date of issue of supply order	Refer Items under B below this table. 90 Days from the date of issue of supply order	<i>[insert the number of days following the date of effectiveness the Contract]</i>	

the column "Bidder's offered Delivery date" to be filled by the Bidder]

1. As per Annexure –I in the Section VII. Schedule of Requirements.
2. As per Annexure –II in the Section VII. Schedule of Requirements.

(i) 2. List of Related Services [ITB Clause 14.6(d)] and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1.	<p><u>Training:-</u> The contractor shall arrange to impart training cum demonstration to the Employers staff at Chennai as well as to the staff in the Regional Assistant Director of Fisheries office accompanied by end users fishermen in the field on operation and maintenance etc., of the equipment. Places as shown in the “List of Goods and Delivery Schedule”. The training cum demonstration shall have to be provided for 30 Man days. (Rates are per Man day). The Trainer should have communication skill . Fishermen are to be trained in local Tamil Language.</p>	30 Man days	Man day	Places as shown in the “List of Goods and Delivery Schedule”	Within 30 days after supply of Materials.
2.	<p><u>Quarterly Inspection:-</u> Quarterly inspection of sample of sets for two Maritime districts per Quarter shall be carried out for the continued satisfactory performance of the sets. The name of the village will be selected by the respective Regional Assistant Director of Fisheries from . “List of Goods and Delivery Schedule”. Number of days required 48 Man days.</p>	48 Man days	Man day	Two Maritime districts Places from Places as shown in the “List of Goods and Delivery Schedule”	Up to warranty Period.

1. As per Annexure –I / II in the Section VII. Schedule of Requirements.

3. TECHNICAL SPECIFICATION

“**Technical Specifications.** The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
A.	VHF Set – 5w Handheld Radio : (With built-in DSC capability, inbuilt/external GPS receiver, 2400 mAh Li-ion battery pack, Helical antenna and belt clip, spare battery pack 2400 mAh Li-ion, single position quick charger to operate on 230V, 50 Hz AC mains, Orange/ Yellow colour waist and Optional 12 V Charger for field use)	
1.	Marine certification	Equivalent to IPX7 or international standards IEC 60529B(2001) for water protection and class D(EN301-025) for Digital selective calling
2.	Power Source	With built in rechargeable battery pack and spare battery for a minimum of 60 Minutes talk time
3.	Battery Technology	Technology using Li-Ion without memory effect.
4.	Battery Capacity	Capable of delivering 10 hours of talk time in the following duty cycle for Tx = 10% Rx = 10% and idle = 80% for the set supplied and spare battery pack 2400 mAh required.
5.	Battery charger	Suitable for quick charging within 3 hours for operation on 230 V, 12 A, 50 Hz AC mains supply
6.	Standards	Class F
7.	Display	Alpha numeric display for Channel, High/Low power and Lat/Long co-ordinates with DSC calling. Provision for viewing left out capacity of battery pack.
8.	Busy channel lock out and time out timer	Built-in timeout timer programmed for 30 seconds
9.	GPS receiver	12 channel receiver Built-in/External type

10.	Provision to hold the set	With a waist strap Fluorescent yellow / orange around the body of the fishermen
11.	Colour of the waist belt	Bright orange / yellow colour
12.	Keypad	Built in type for making DSC calling for routine calling
13.	Distress calls correspondence	Through Dummy MMSI number
14.	Distress	Automatic tuning between ch 16 and ch 70 when a distress call is heard.
15.	Channels to be enables	International channels: Emergency voice = 16 Emergency data = 70 Emergency Liaison with Coast Guard = 15, 17 (only after 16 is accessed) Hailing Channels = 9 Weather Channels = WX 1, WX 2 and WX3 Private channels: Channels A* and B*
16.	Frequency of operation	156-163MHz
17.	Channel spacing	25 KHz
18.	Testing of channel 70 under non radiating conditions	Mandatory
19.	Proportional consumption of power	5 W high power and 1 W low power
20.	Frequency stability	+/-0.0005%(-20° C to +60° C)
21.	Operation	Simplex, Press to talk with microphone and speaker
22.	Display	Alpha numeric display for Channel, High/Low power and Lat/Long co-ordinates with DSC calling. Provision for viewing left out capacity of battery pack.
23.	Transmitter Modulation distortion	Less than 5 %
24.	Transmitter Spurious and harmonics	Less than - 60 dB
25.	Receiver Sensitivity	0.25 microvolt for 12 dB SINAD
26.	Receiver Quieting Sensitivity	0.5 microvolt for 20dB SINAD
27.	Receiver Squelch Sensitivity	0.3 microvolt

28.	Receiver Selectivity	-80dB
29.	Receiver Image rejection	-65dB
30.	Receiver Audio output	500 mW
31.	Warranty	2 years
32.	Operating manual with schematic diagram	One user manual with schematic diagram for maintenance, service and operation for every set.
33.	Programming Kit	One number for every 100 radios supplied or parts thereof.

TECHNICAL SPECIFICATION FOR VHF FIXED MOUNT MARINE MOBILE RADIO FOR TRAWLER



Sl.No	NAME OF GOODS /RELATED SERVICES	TECHNICAL SPECIFICATIONS
1.	25 W VHF Fixed mount Marine Radio for Trawler	VHF Fixed Mount Marine Radio for Trawler with channel 70 watch mode
1.1.	Class	Class D DSC Marine Standards (ITU-R)
1.2	Frequency Range	Tx: 156.025 to 157.425 MHz RX.160.625 TO 163.275 MHz
1.3	No of Channels	57(All INT & USA marine channels with ATIS)
1.4	Channel spacing	25KHz
1.5	Frequency stability	+/- 5PPM(-15 to +55 C)
1.6	Type of operation	Simplex & semi duplex
1.7	Type of emission	16K0G3E,16K0G2B
1.8	Protection	a) Reverse polarity b) RF protection against high VSWR
1.9	Working voltage	12V DC
1.10	Display(LCD/LED)	Alphanumeric display to show the channel information , High /Low power, Lat/Long, vessel ID & UTC Time indicator
1.11	Scanning	Built-in
1.12	Watch mode	Dual watch or more
1.13	Automatic number identification(ANI)	Automatic transmission of identification system(ATIS)
1.14	Keypad	Built in type of Alphanumeric key pad in radio for making DSC call
1.15	Time out timer	Built-in
1.16	Marine grade certifications from approved test labs	Equivalent to IPX7 or international standards IEC 60529(2001) for Water protection and class D

		(EN301-025) for Digital selective calling
1.17	Antenna impedance	50 ohms
1.18	Speaker	Built-in and external
1.19	DSC call testing	Mandatory
1.20	Distress button with key cover	Built -in
1.21	Position polling	Mandatory
1.22	Automatic Acknowledgement for Position polling	Mandatory
1.23	Distress Alarm	Mandatory
1.24	Noise cancelling mic with 16/9 and H/L	Mandatory
1.25	30w PA 2 way capability for hailer	Built-in
1.26	Pre-programmed fog horn function	Built-in
1.27	Hailer speaker (30W nominal at 13.8 V/4ohms)	Mandatory
2	TRANSMITTER	
2.1	RF power output	25W in High & 1 Watt in low
2.2	Frequency deviation	+/- 5 KHz
2.3	Modulation distortion	Less than 5 %
2.4	Spurious and harmonics	60dB or better
3	RECEIVER	
3.1	Sensitivity	0.25 microvolt for 15 dB SINAD
3.2	Quieting sensitivity	0.5 microvolt for 20 dB SINAD
3.3	Squelch sensitivity	0.25 microvolt adjustable
3.4	Selectivity	60dB or better
3.5	Image rejection	65dB or better
3.6	Audio output	3W or more
3.7	Audio frequency response	+1dB to -3dB of 6dB Oct range from 300Hz to 3000Hz
3.8	Audio distortion	Less than 5%
4	NMEA 0183 standard port/suitable (for GPS)	Built-in
5	Operating temperature	-15°C to 55°C
6	Programming kit	One number of programming kit (USB/Suitable) to be supplied for every 20 radios at free of cost
7	Service manual	One number of service manual with full schematic diagram for every 20 sets at free of cost
8	Maintenance and operational manual	To be supplied along with each set
9	GPS receiver	Garmin or equivalent standard 12 channel external GPS receiver with 10 mtrs flying leads in Polycarbonate housing meeting IPX7 water proof standards with suitable interface, accessories and mounting arrangements for boat use.
10	ANTENNA	
10.1	Type	3dB Gain Omni directional

		fiberglass marine antenna 50 Ohms impedance with all accessories for erecting in trawler suitable for marine VHF radio.
10.2	Frequency	156 to 164 MHZ
10.3	Maximum power	100W
10.4	Lightning protection	Direct ground
10.5	Moisture resistant	Moisture proof
10.6	Termination	Suitable
10.7	Rated wind velocity	160 Kmph or above
10.8	Antenna impedance	50 Ohms
10.9	VSWR	1.5:1
10.10	Polarisation	Vertical
11	CABLE	10 Mtrs Coaxial cable with 6dB loss @ 200 MHz for 100 mtrs and suitable connectors at both the ends
12	Accessories	
13	Installation and Commissioning	Should be done by the tenderer at free of cost at the site requirements
14	Warranty	2 years on all the above items
15	Field Test	Will be done at required site
16	Training	Should be done at free of cost by tenderer

4. Drawings

Photos shown below are just for reference only. It does not refer to any Brand or Make. The Bidder to take with consideration the technical specification provided under 3 of this Section VII and quote their price to suit the same.

List of Drawings/ Photos.	
Drawing Name	Purpose
 <p>5W VHF HAND HELD SET 1</p>	<p>To ensure safety and security of the fishermen venturing into the sea for enabling communication between fishermen in sea at times of distress. To know the Weather Forecsat report. To enhance the fishermen to get information on fishing locations</p>
 <p>25w VHF FIXED MOUNT SET 1</p>	<p>To ensure safety and security of the fishermen venturing into the sea for enabling communication between fishermen in sea at times of distress. To know the Weather Forecsat report. To enhance the fishermen to get information on fishing locations and inputs on repairs of various parts of boats such as engine, GPS, etc., in case of emergency situations like engine failure, etc from the shore stations</p>

5. Inspections and Tests

The . inspections and tests shall be performed in the aspect of covering range , clarity of voice with respect to vessel to vessel and vessel to shore.:

The successful bidder should set up Pilot scale demonstration in 3 places namely

1. Chennai
 2. Nagapattinam
 3. Thoothukudi
- a) The pilot site will be for 2 villages in each place mentioned above as chosen by the concerned Joint Director of Fisheries (Regional). After successful demonstration of the Pilot site with 25 Mechanized boats and 50 traditional crafts, then full scale implementation will be taken up by incorporating suggestion for improvement if any suggested by the Officials / End users.. In case of failure to demonstrate the products/ solution capabilities in the pilot implementation, Fisheries department reserves the right to cancel the orders and take appropriate action.

(ii) **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) Bill of Lading _____ dated _____
(for import contract)

(f) Name of the vessel/transporter _____

(g) Rail/Roadways Receipt No. _____ dated _____

(h) Name of the consignee _____

(i) Date of start up and proving test _____

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

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

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 _____

* 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 plant 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

7. PROFORMA FOR PERFORMANCE STATEMENT

(Please see ITB Clause 38.2 and Para 4 of Section III Instructions to Bidders)

(For a period of last five years)

Bid No: _____ Date of Opening: _____ Time : _____ Hours

Name of the Firm : _____

<u>Order Placed By</u> <u>(Full address of</u> <u>Purchaser)</u>	<u>Order No.</u> <u>and Date</u>	<u>Description and quantity</u> <u>of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating</u> <u>reasons for late</u> <u>delivery, if any</u>	<u>Has the equipment been</u> <u>satisfactorily functioning ?</u> <u>(Attach a certificate from</u> <u>the Purchaser/Consignee)</u>
				<u>As per contract</u>	<u>Actual</u>		

Signature and seal of the Bidder _____

(Name of the Project)

(iii) 8. Declaration regarding Deemed Export Benefits

(Bidder's name and address):

To:.....

..

(Name of the

Purchaser)

Dear Sir:

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

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

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

Date: _____

(Signature)

Place: _____

(Printed Name)

(Designation)

(Common Seal)

* *Please attach details item-wise with cost.*

ANNEXURE – I (For 25 W VHF)

Sl.No.	Places of delivery	Total 25W VHF Numbers	Delivery Period / Numbers	Remarks
1.	The Assitant Director of Fisheries, Fishing Harbour, Royapuram, Chennai	675 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
2.	The Assitant Director of Fisheries, Nagapattinam South, No.2 Beach line road, Nagapaatinam.	985 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
3.	The Assitant Director of Fisheries, Nithayantha Nagar, Valutha Reddy, Villupuram	12 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
4.	The Assitant Director of Fisheries, Fishing harbour Management Wing, Fishing Harbour Complex, Thoothukudi	305 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
5.	The Assitant Director of Fisheries, fishing Harbour Management Wing, Chinnamuttam,	143 - with Operation & Maintenance Manual for each set in	Within 3 Months from date of issue of Supply order	

	Kanyakumari	local Language Tamil.		
6.	The Assitant Director of Fisheries, Fishing Harbour Complex, Cuddalore O.T.	228 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
7.	The Assitant Director of Fisheries, ECR, Neelankarai Kancheepuram (Dt)	10 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
8.	The Assitant Director of Fisheries, Anna Salai, Keelavasal, Thanjavur	242 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	

The VHF sets have to be stocked at custody of concerned Assistant director of Fisheries.

ANNEXURE – II (For 5 W VHF)

Sl.No.	Places of delivery	Total 5W VHF Numbers	Delivery Period / Numbers	Remarks
1.	The Assitant Director of Fisheries, Fishing Harbour, Royapuram, Chennai	900 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
2.	The Assitant Director of Fisheries, Nagapattinam South, No.2 Beach line road, Nagapaatinam.	3200 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
3.	The Assitant Director of Fisheries, Nithayantha Nagar, Valutha Reddy, Villupuram	726 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
4.	The Assitant Director of Fisheries, South Beach line road, Thothukudi.	3240 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
5.	The Assitant Director of Fisheries, fishing Harbour Management Wing, Chinnamuttam, Kanyakumari	3884 - with Operation & Maintenance Manual for each set in	Within 3 Months from date of issue of Supply order	

		local Language Tamil.		
6.	The Assitant Director of Fisheries, Fishing Harbour Complex,Cuddalore O.T.	1650 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
7.	The Assitant Director of Fisheries , No.11, thiruvattiyur High road, ponneri, Thiruvallur District.	1800 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
8.	The Assitant Director of Fisheries, ECR, Neelankarai Kancheepuram (Dt)	1700 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
9.	The Assitant Director of Fisheries, Anna Salai, Keelavasal, Thanjavur	800 - with Operation & Maintenance Manual for each set in local Language Tamil.	Within 3 Months from date of issue of Supply order	
10.	The Assitant Director of Fisheries, No.11 Old Thasildhar Building, Rathapuram, Tirunelveli	800 - with Operation & Maintenance Manual for each set in local Language	Within 3 Months from date of issue of Supply order	

		Tamil.		
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The VHF sets have to be stocked at custody of concerned Assistant director of Fisheries.

PART 3 – Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

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

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 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

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the

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

4.4 Amendment

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

4.5 Nonwaiver

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

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

4.6 Severability

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

5. Language

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

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

- 6. Joint Venture, Consortium or Association** 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility** 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices** 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (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 from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of** 10.1 The Purchaser and the Supplier shall make every effort to

Disputes

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

11.1 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.

11.2 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 Schedule of Requirements.
- 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** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the

Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

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

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

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

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

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

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

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

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

21. Subcontracting

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

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

22. Specifications and Standards**22.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 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

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

24. Insurance

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

- 25. Transportation and Incidental Services**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of 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.
- 25.3 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**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board

and lodging expenses.

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

27. Liquidated Damages

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

deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

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

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

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

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

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

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

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

- 30 Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's

notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

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

35.2 Termination for Insolvency.

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

any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

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

36. Assignment

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

**37. Export
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

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.¹⁰ 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;¹¹
 - (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;¹²
 - (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;¹³
 - (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;¹⁴

¹⁰ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹¹ 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.

¹² 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.

¹³ 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.

¹⁴ 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,¹⁵ 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 nominated¹⁶;
 - (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

¹⁵ 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.

¹⁶ 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.

submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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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.

GCC 1.1(i)	The Purchaser's country is: <i>INDIA</i>
GCC 1.1(j)	The Purchaser is: THE COMMISSIONER OF FISHERIES, ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS, TEYNAMPET, CHENNAI -600 006, TAMILNADU, INDIA Phone: +91-44-24321927, Fax: +91-44-24320791, e-mail: tnfimsul@gmail.com
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) are: 1. As per Annexure –I in the Section VII. Schedule of Requirements. 2.As per Annexure –II in the Section VII. Schedule of Requirements.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Inco terms – 2010
GCC 4.2 (b)	The version edition of Inco terms shall be <i>2010</i>
GCC 5.1	The language shall be: ENGLISH
GCC 8.1	For notices , the Purchaser's address shall be: THE COMMISSIONER OF FISHERIES, ADMINISTRATIVE BUILDINGS, D.M.S. CAMPUS , TEYNAMPET, CHENNAI -600 006, TAMILNADU, INDIA Phone: +91-44-24321927, Fax: +91-44-24320791, e-mail: tnfimsul@gmail.com
GCC 9.1	The governing law shall be the law of: UNION OF <i>INDIA</i>
GCC 10.2	Settlement of Disputes The dispute settlement mechanism to be applied 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 president of the institution of Engineers, Chennai (India).

- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the president of the institution of Engineers (India),Chennai.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the president of the Institution of Engineers (India) , both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the president of the institution of Engineers (India) making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at Fisheries office of Commissioner, Chennai- 600 006, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the president of the institution of Engineers (India),Chennai.
- (g) Except otherwise agreed to by the Parties, Arbitrators should give a

	<p>decision in writing within 120 days of receipt of notification of dispute</p>
<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>(a) <i>For Goods supplied from abroad:</i></p> <p>GC 13.1 Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p>(i)3.... Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(i) Original and 2 copies of the negotiable, clean, on-board bill of lading* marked freight prepaid and 2 copies of non-negotiable bill of lading*; <i>(* or Airway bill or equivalent transport document - specify as appropriate)</i></p> <p>(iii) 2 Copies of packing list identifying contents of each package;</p> <p>(iv) Insurance certificate;</p> <p>(v) Manufacturer's/Supplier's warranty certificate;</p> <p>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(VII) Certificate of origin.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses</p>

	<p>(b) <u>For Goods from within India:</u></p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <ul style="list-style-type: none"> (i) 3 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) 2 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 of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>
GCC 16.1	<p>GCC 16.1 Payment shall be made in the currency specified in the Contract in the following manner:</p> <ul style="list-style-type: none"> (a) <i>Payment for Goods supplied from abroad:</i> <ul style="list-style-type: none"> (i) <i>Advance Payment:</i> Ten (10%) of the Contract Price shall be paid within thirty (30) days of signing of

Contract and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

- (ii) *On Shipment:* Eighty (80)% of the Contract Price of the Goods shipped shall be paid through irrevocable Letter of Credit opened in favor of the Supplier in a bank in his country and upon submission of documents specified in Clause 13.1 of SCC including : (i) Packing list and (ii) Supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with or if the method of payment is other than LC, the payment shall be paid on receipt of the goods and upon submission of the documents specified in the clause 13.1 G.C.C
- (iii) *On Final Acceptance:* Ten (10)% of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods upon submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VII, item 6.

Payment of Local Currency Portion including Agency Commission: Payment shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Agency commission will be paid to the Bidder's Agent in the local currency for the amount in Indian Rupees indicated in the relevant price schedule [*using telegraphic transfer buying market rate of exchange ruling on the date of award of the contract*] and shall not be subject to further escalation or exchange variation. Payment shall be made within 30 days of presentation of claim supported by a certificate from the Purchaser declaring that the goods have been delivered and that all other contracted services have been performed.

- (b) *Payment for Goods and Related Services supplied from India:*

	<p>(i) <i>Advance Payment:</i> Ten (10)% of the total contract price shall be paid within thirty (30) days of signing of Contract and upon submission of claim / against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <i>On Delivery:</i> Eighty (80)% of the contract price shall be paid (through irrevocable LC) on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; or if the method of payment is other than LC the payment shall be paid on receipt of the goods and upon submission of the documents specified in the clause 13.1 G.C.C and</p> <p>(iii) <i>On Final Acceptance:</i> the remaining ten (10)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VII - item 6.</p> <p>d) Reimbursement of Local Taxes such as Sales tax, octroi etc will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents.</p> <p>(e) (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;</p> <p>(ii) The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by the Supplier;</p> <p>(iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.</p> <p>(f) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section VIII. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India.</p>
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	(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	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days. The interest rate that shall be applied is 8 %
GCC 18.1	A Performance Security shall be required 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 24 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.
GCC 18.3	If required, the Performance Security shall be in freely convertible currency acceptable to the purchaser or the currencies of payment of contract. in the form of : . Purchaser country Nationalised Bank demand draft / bank Guarantee -Foreign Bank,s (Bank having correspondent Bank with in India / branch in India) are acceptable A Bid-Securing Declaration/ Bid Bond is acceptable As Performance security and should be in favor of the Purchaser.
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 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

GCC 23.2	<p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
GCC 24.1	<p>The insurance shall be paid in an amount equal to 110 percent of the CIF or CIP (EXW for Goods supplied from within the country) value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.</p>
GCC 25.1	<p>The Responsibility for transportation of the Goods:- The supplier is required under the contract to transport the Goods to a specified place of final destination within the purchaser's country, defined as the project site, transport to such place of destination in the purchaser's country, including insurance and storage as shall be specified in the contract, shall be arranged by the supplier, and related cost shall be included in the contract price.</p>
GCC 25.2	<p><i>For any incidental services arising due to accidents or incidents and lead to failure of equipment and not covered under Warranty, the charges including the cost of material and labour 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.</i></p>
GCC 26.1	<p>Pilot Demonstration:-a)The successful bidder should set up Pilot scale demonstration in 3 places namely Chennai 25W VHF 65 nos and 190 nos of 5W VHG Nagapattinam 25W VHF 100 nos and 320 nos of 5W VHG Thoothukudi 25W VHF 30 nos and 320 nos of 5W VHG b) The pilot site will be for 2 villages in each place mentioned above as chosen by the concerned Joint Director of Fisheries (Regional). After successful demonstration of the Pilot site with 25 Mechanized boats and 50 traditional crafts, then full scale implementation will be taken up. In case of failure to demonstrate the products/ solution capabilities in the pilot implementation, Fisheries department reserves the right to cancel the orders and take appropriate action.</p>

GCC 26.2	The Inspections and tests shall be conducted at Chennai, Nagapattinam and Thoothukudi..
GCC 27.1	The liquidated damage shall be 1% per week of delayed delivery of goods
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the contract value.
GCC 28.1 To GCC 28.6	<p>The period of validity of the Warranty shall be: 24 Months</p> <p>All the equipments to be supplied, installed and commissioned through this project will be warranted for two (2) years from the date of purchase of equipment by the department.</p> <p><u>Warranty will cover:-</u></p> <ul style="list-style-type: none"> • Manufacturing defect • Design defect • Material defect • Failure for other reasons etc. <p><u>Warranty clauses. :-</u></p> <ul style="list-style-type: none"> • The warranty period will be for a period of 24 months from the date of purchase. If any of the equipments fails, it should be rectified within 3 days from the date of receipt of information. Failure to rectify the defects within 3 days, the supplier has to provide a stand by set in consultations with the concerned Assistant Director of Fisheries. If the set could not be repaired within 10 days, then it has to be replaced with a new set in consultation with the concerned Assistant Director of Fisheries and the warranty has to taken up from the date of commissioning of the new set. • The supplier shall comply with the performance guarantee. • If during operation, the performance of any piece of equipment or component thereof does not prove to as per the specification of the contract, the supplier shall replace the unit of component with another equipment . at no extra cost to the department. • Free maintenance services shall be provided by the supplier during the period of warranty/defects liability period of 24

	<p>months.</p> <ul style="list-style-type: none"> • During warranty/.,any repair made other than the contractor , the responsibility will rest with the supplier. . • The supplier will ensure preventive and breakdown maintenance activities to ensure that all equipments function without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the equipment . • ..
GCC 28.5	The period for repair and replacement shall be 3 and 10 days respectively.
GCC 31.1	This clause will apply only to variations in VAT/Sales tax/ Octroi etc 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.

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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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 *[insert amount in numbers
and words and name of currency]*, 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 28 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

Contract Agreement

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

THIS AGREEMENT 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”), of the one part, 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”), of the other part :*

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

Note: In the case of a Joint Venture add another clause as under

*“6. The Joint Venture consisting of
 M/s.....*

*.....
 Covenants that they shall be liable jointly and severally for the execution in conformity
 in all respects with the provisions of the Contract.”*

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Purchaser]

Date: _ [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _ [insert name of Supplier,] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (_____) [insert amount in words],¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier,]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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[signature(s)]