

Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar  
Shahdara, Delhi-110032

Telephones:43102030

Gram: \_\_\_\_\_

Tlx: 011-22304812

**NATIONAL COMPETITIVE BIDDING FOR**  
**THE SUPPLY OF LAB FURNITURE**

BID REFERENCE : CPCB/03/2010-11

DATE OF COMMENCEMENT OF  
SALE OF BIDDING DOCUMENT : 09.04.2012

LAST DATE FOR SALE OF  
BIDDING DOCUMENT : 08.05.2012 .

LAST DATE AND TIME FOR  
RECEIPT OF BIDS : 09.05.2012 upto 3.00 p.m

TIME AND DATE OF OPENING  
OF BIDS : 09.05.2012 at 3.30 p.m

PLACE OF OPENING OF BIDS : TRAINING HALL, CPCB  
ADDRESS FOR COMMUNICATION : PARIVESH BHAWAN, EAST ARJUN  
NAGAR, DELHI

-

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

**NATIONAL COMPETITIVE BIDDING FOR**  
**THE SUPPLY OF LAB FURNITURE**

**SECTION I. INVITATION FOR BIDS (IFB)**

Date : 09.04.2012 .

Loan No. : LN-4749 IN .

IFB No. : CPCB-03/2010-11 .

1. The Government of India has received a Loan (LN : :4749 IN) from the International Bank for Reconstruction and Development in various currencies towards the cost of Hydrology Project and it is intended that part of the proceeds of this credit/loan will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. The Member Secretary ,Central Pollution Control Board now invites sealed bids from eligible bidders for supply of Laboratory Furniture listed in BOQ
3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the CPCB India.
4. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft/Cashier's cheque/Certified cheque in favour of Central Pollution Control Board payable at Delhi.
5. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods.
6. The bidding document may be obtained from the office of CPCB during office hours namely, from 10.00 hrs to 16.00 hrs, on all working days either in person or by post.

- |     |  |                               |
|-----|--|-------------------------------|
| (a) | Price of bidding document (non-refundable)       | : Rs. 1000/-                  |
| (b) | Postal charges, inland                           | : Rs 250/- .                  |
| (c) | Postal charges, overseas                         | : Rs 500/- .                  |
| (d) | Date of commencement of sale of bidding document | : 09.04.2012                  |
| (e) | Last date for sale of bidding document           | : 08.05.2012                  |
| (f) | Last date and time for receipt of bids           | : 09.05.2012 upto 3.00 p.m. . |
| (g) | Time and date of opening of bids                 | : 09.05.2012 at 3.30 p.m. .   |
| (h) | Place of opening of bids                         | : Training Hall, CPCB .       |

(i) Address for communication : Parivesh Bhawan, East Arjun Nagar,

7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

<b>S. No.</b>	<b>Name of Work</b>	<b>Bid Security Rs.</b>	<b>Cost of Documents Rs.</b>	<b>Period of Completion</b>
1.	Supply of various laboratory furnitures as per Schedule of Requirements Section-	2.00 lakhs	1000/-	Supply , Installation, testing and commissioning in 3 (Three) months at CPCB, New Delhi from date of contract.

**SECTION II: INSTRUCTIONS TO BIDDER**

## SECTION II: INSTRUCTIONS TO BIDDERS

### TABLE OF CLAUSES

<u>Clause No.</u>	<u>Topic Number</u>	<u>Page No.</u>	<u>Clause No.</u>	<u>Topic Number</u>	<u>Page</u>
<b>A. Introduction</b>			<b>D. Submission of Bids</b>		
1.	Source of Funds	7	18.	Sealing and Marking of Bids	11
2.	Eligible Bidders	7	19.	Deadline for Submission of Bids	12
3.	Eligible Goods and Services	7	20.	Late Bids	12
4.	Cost of Bidding	7	21.	Modification and withdrawal of Bids	12
<b>B. Bidding Documents</b>			<b>E. Opening and Evaluation of Bids</b>		
5.	Contents of Bidding Documents	7	22.	Opening of Bids by the Purchaser	12
6.	Clarification of Bidding Documents	8	23.	Clarification of Bids	12
7.	Amendment of Bidding Documents	8	24.	Preliminary Examination	12
<b>C. Preparation of Bids</b>			25.	Conversion to Single Currency	13
8.	Language of Bid	8	26.	Evaluation and Comparison of Bids	13
9.	Documents Comprising the Bid	8	27.	Domestic Preference	14
10.	Bid Form	9	28.	Contacting the Purchaser	14
11.	Bid Prices	9	<b>F. Award of Contract</b>		
12.	Bid Currencies	9	29.	Post qualification	14
13.	Documents Establishing Bidder's Eligibility and Qualifications	9	30.	Award Criteria	15
14.	Documents Establishing Goods Eligibility and Conformity to Bid Documents	10	31.	Purchaser's Right to Vary Quantities at Time of Award	15
15.	Bid Security	10	32.	Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	15
16.	Period of Validity of Bids	11	33.	Notification of Award	15
17.	Format and Signing of Bid	11	34.	Signing of Contract	15
			35.	Performance Security	15
			36.	Corrupt and Fraudulent Practices	15

## A. Introduction

### 1. Source of Funds

- 1.1 The Government of India has received/applied for a Credit/Loan from the International Development Association/International Bank for Reconstruction and Development (hereinafter called Bank) in various currencies equivalent to US Dollars 105 millions towards the cost of the Hydrology Project -II and intends to apply part of the proceeds of this Credit/Loan to eligible payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit/Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit/Loan Agreement prohibits a withdrawal from the Credit/Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit/Loan Agreement or have any claim to the Credit/Loan proceeds.

### 2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, May 2004, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

### 3. Eligible Goods and Services

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

### 4. Cost of Bidding

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

## B. The Bidding Documents

### 5. Content of Bidding Documents

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
  - (a) Instruction to Bidders (ITB) ;
  - (b) General Conditions of Contract (GCC) ;

- (c) Special Conditions of Contract (SCC) ;
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Bid Form and Price Schedules;
- (g) Bid Security Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form;
- (l) Bank Guarantee for Advance Payment Form; and
- (m) Equipment and Quality Control Form.

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

**6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

**7. Amendment of Bidding Documents**

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

**C. Preparation of Bids**

**8. Language of Bid**

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

**9. Documents Constituting the Bid**

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



## **10. Bid Form**

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

## **11. Bid Prices**

11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
  - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
  - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

## **12. Bid Currencies**

12.1 Prices shall be quoted in Indian Rupees:

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

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

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

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.

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

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:
  - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

- (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three/five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI);

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

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
  - (a) a detailed description of the essential technical and performance characteristics of the goods ;
  - (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
  - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **15. Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V - Schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall:
  - (a) at the bidder's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;
  - (b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
  - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
  - (d) be submitted in its original form; copies will not be accepted; and
  - (e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

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

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

16.1 Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3 hereinafter.

16.3 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows :

The price shall be increased by the factor 0.001346 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.

16.4 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

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

17.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

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

18.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.

18.2 **The inner and outer envelopes shall:**

- (a) be addressed to the Purchaser at the following address:
- (b) bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement "Do not open before 15.30 hours on 09.05.2012."

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

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

18.5 Telex, cable or facsimile bids will be rejected.

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

- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- 19.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **20. Late Bids**

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

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

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 21.3 No bid may be modified subsequent to the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

## **E. Bid Opening and Evaluation of Bids**

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

- 22.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at 15.30 hours on 09.05.2012 and in the following location: Training Hall, Central Pollution Control Board, Delhi. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Purchaser will prepare minutes of the bid opening.

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

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

### **24. Preliminary Examination**

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

- 24.1.1 Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7). Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **25. Deleted**

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

- 26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in Para 11, Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 26.3 Deleted.
- 26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:
- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
  - (d) the cost of components, mandatory spare parts and service;

- (e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment; and
- (g) the performance and productivity of the equipment offered.

26.5 Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied:

(a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).

The above costs will be added to the bid price.

(b) *Delivery Schedule:*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond .2.months of stipulated delivery period will be treated as unresponsive.

(c) *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered 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 to those stipulated in this invitation, at a rate of .10% per annum

(d) *Cost of Spare Parts:* Deleted

(e) *Spare Parts and After Sales Service Facilities in India:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and Maintenance Costs:* Deleted

(g) *Performance and Productivity of the Equipment:*

Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the bid price using the methodology specified in the Technical Specifications.

**27. Deleted.**

**28. Contacting the Purchaser**

- 28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

**F. Award of Contract**

**29. Post qualification**

- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the contract satisfactorily.
- 29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the

Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

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

### **30. Award Criteria**

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

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

- 31.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

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

### **33. Notification of Award**

- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

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

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

### **35. Performance Security**

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

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

- 36.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts,

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 37.1(e) below.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
  - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent,

---

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

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

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

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

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



collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

36.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clause 24.1 (c) of the General Conditions of Contract.”

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

**SECTION III: GENERAL CONDITIONS OF CONTRACT - TABLE OF CLAUSES**

<b>Clause Number</b>	<b>Topic</b>	<b>Page Number</b>
1.	Definitions	20
2.	Application	20
3.	Country of Origin	20
4.	Standards	21
5.	Use of Contract Documents and Information	21
6.	Patent Rights	21
7.	Performance Security	21
8.	Inspection and Tests	22
9.	Packing	22
10.	Delivery and Documents	22
11.	Insurance	23
12.	Transportation	23
13.	Incidental Services	23
14.	Spare Parts	23
15.	Warranty	24
16.	Payment	24
17.	Prices	25
18.	Change Orders	25
19.	Contract Amendments	25
20.	Assignment	25
21.	Subcontracts	25
22.	Delays in Supplier's Performance	25
23.	Liquidated Damages	26
24.	Termination for Default	26
25.	Force Majeure	26
26.	Termination for Insolvency	27
27.	Termination for Convenience	27
28.	Settlement of Disputes	27
29.	Limitation of Liability	28
30.	Governing Language	28
31.	Applicable Law	28
32.	Notices	28
33.	Taxes and Duties	28
34.	Fraud and Corruption	28
35.	Inspections and Audit by the Bank	29

## General Conditions of Contract

### **1. Definitions**

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

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

### **2. Application**

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

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

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

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

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

#### **4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

#### **5. Use of Contract Documents and Information**

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

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

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

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

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

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

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

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

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

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- (b) A cashier's check, certified check, or demand draft.

- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

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

## **10. Delivery and Documents**

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

## **11. Insurance**

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

## **12. Transportation**

12.1 Deleted.

12.2 Deleted.

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

12.4 Deleted

## **13. Incidental Services**

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

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

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

## **14. Spare Parts**

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

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

- (b) In the event of termination of production of the spare parts:
- (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 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 Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **16. Payment**

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



## **17. Prices**

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

## **18. Change Orders**

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

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

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

## **19. Contract Amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

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

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

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

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the

time schedule specified by the Purchaser in the Schedule of Requirements.

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

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

### **23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

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

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of

its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

## **26. Termination for Insolvency**

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

## **27. Termination for Convenience**

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

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

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

## **28. Settlement of Disputes**

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

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

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

or after delivery of the Goods under the Contract.

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

28.3 Notwithstanding any reference to arbitration herein,

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

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

## **29. Limitation of Liability**

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

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

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **30. Governing Language**

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

## **31. Applicable Law**

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

## **32. Notices**

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

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

## **33. Taxes and Duties**

33.1 Deleted.

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

## **34. Fraud and Corruption**

34.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving

14 days notice to the Supplier, terminate the Contract, and the provisions of Clause 24 shall apply as if such termination had been made under Sub-Clause 24.1.

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

- (i) “corrupt practice”<sup>6</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>7</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>8</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>9</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 35 [Inspections and Audits by the Bank].

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

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

35.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier’s attention is drawn to Clause 34, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 35.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

---

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

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

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

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

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

<b><u>Item No.</u></b>	<b><u>Topic</u></b>	<b><u>Page Number</u></b>
1.	Definitions (GCC Clause 1)	32
2.	Country of Origin (GCC Clause 3)	32
3.	Performance Security (GCC Clause 7)	32
4.	Inspection and Tests (GCC Clause 8)	32
5.	Packing (GCC Clause 9)	33
6.	Delivery and Documents (GCC Clause 10)	33
7.	Insurance (GCC Clause 11)	33
8.	Incidental Services (GCC Clause 13)	33
9.	Spare Parts (GCC Clause 14)	34
10.	Warranty (GCC Clause 15)	34
11.	Payment (GCC Clause 16)	34
12.	Prices (GCC Clause 17)	34
13.	Sub-contracts (GCC Clause 21)	35
14.	Liquidated Damages (GCC Clause 23)	35
15.	Settlement of Disputes (GCC Clause 28)	35
16.	Notices (GCC Clause 32)	36
17.	Progress of Supply	36

## Special Conditions of Contract

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

### 1. **Definitions (GCC Clause 1)**

- (a) The Purchaser is Member Secretary, Central Pollution Control Board
- (b) The Supplier is .....

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

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

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

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

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

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

A cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order drawn in favour of Central Pollution Control Board [*Purchaser*].

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

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

- 3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

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



The following inspection procedures and tests are required by the Purchaser:

Inspection at site before delivery of furniture including the required tests

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

Add as Clause 9.3 of the GCC the following:

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

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

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

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

- (i) Two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Two Copies of packing list identifying the 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.

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

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

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

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

The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price:

As per Clause 13 (a),(b),(d)of GCC

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

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

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

(i) G.C.C. Clause 15.2:

In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of Goods or 15 months from the dates of Shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion

pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.5% per week maximum to 10% of the contract amount) as specified in Technical Specifications.

(ii) Substitute Clause 15.4 of the GCC by the following:

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

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.”

(iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 15 days

11. **Payment (GCC Clause 16)**

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

*On Delivery:* 80% of the Contract Price at the time of supply.

*On Final Acceptance:* Remaining 20% of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser’s representative for the respective delivery.

12. **Prices (GCC Clause 17)**

12.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract

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

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

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

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

14.1 For delays :

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

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

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

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India) Delhi chapter.
- (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) Delhi chapter.
- (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), Delhi chapter, 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) Delhi chapter making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at New Delhi India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India), Delhi Chapter..

**16. Notices (Clause 32)**

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

Purchaser: Member Secretary, Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar, Delhi

Supplier: (To be filled in at the time of Contract signature)

.....  
.....  
.....  
.....  
.....

17. Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

## **SECTION V: SCHEDULE OF REQUIREMENTS**

## SCHEDULE OF REQUIREMENTS

### Part - I

SI	Particulars	Qty	Unit
<b>1</b>	<b>Laboratory Counters</b>		
	Providing and fixing laboratory tables made as per the following specifications. Each Laboratory table shall contain the following sub parts:		
<b>NOTE:</b>	The specifications include tentative modules of the tables and would require to be executed as per final sizes on site. Kindly study the attached drawings for basic verification. No additional cost will be permitted for changes in dimension.		
i	<b>Lab Cabinets (L) x (D) x (H)</b>		
	750 x 750 x 900	71	Nos
	600 x 750 x 900	34	Nos
	450 x 750 x 900	1	Nos
	430 x 750 x 900 (RH Unit)	12	Nos
	430 x 750 x 900 (LH Unit)	12	Nos
	300 x 750 x 900	1	Nos
	900 x 750 x 900 (Corner Unit)	7	Nos
	750 x 750 x 900 (Sink Unit)	6	Nos
	600 x 750 x 900 (Sink Unit)	12	Nos
	600 x 750 x 900 (Leg space Unit)	2	Nos
<b>NOTE:</b>	For positioning of the above, refer annexure indicating modules and locations.		
	<b>Material</b>		
	The cabinets and shutters shall be made of 0.80 mm (22 SWG) thick CRCA MS Sheets.		
	<b>Surface Treatment</b>		
	All the MS material used shall be degreased and zinc phosphated. The Zinc Phosphating shall then be air dried using blowers. The minimum Zinc Phosphate deposit on the MS Sheets shall be 1.1 gm/sqm and shall confirm to IS-3618 and IS-6005. It shall then be epoxy powder coated for corrosion resistance. The epoxy powder coating shall be done using a pure epoxy powder and not polyester mixed powder. The thickness of the powder coat shall be 45-50 microns, which can pass salt spray for atleast 1000 hours (IS:101) and shall have scratch resistance/hardness of 3 Kgs (IS:101 & IS:13871).		
	<b>General Specifications</b>		
	Each storage unit shall be assembled with M6 fasteners having a Zinc-Cobalt coating for better corrosion resistance. Adjacent units shall be connected using Zinc-Cobalt connectors. The shutters shall be fixed with Nickel-Chrome plated self closing hinges (Make: Equivalent to Hafele, GRASS) and shall have a further CED coating to enhance corrosion resistance. The drawer trays shall be mounted on Delryn or equivalent roller bearing slides which are made up of 1.6 mm thick MS sheets and epoxy powder coated. A pair of slides should be able to carry a UDL of 15 kgs.		
	<b>Shutters &amp; Drawer fronts</b>		
	The shutters and drawer fronts shall be made of CRCA MS Sheets 0.80mm thickness (22 SWG) with the above-mentioned surface treatment. The shutters and drawer fronts shall be provided with adequate seals on all sides and adequate noise dampers. Handles shall be of SS of approved design and make.		
	<b>Load Carrying Capacity</b>		
	The overall load bearing capacity of the cabinets shall be 80 Kgs of UDL (40 Kgs on shelf and 40 Kgs on bottom). The overall load carrying capacity of the drawers shall be as specified earlier.		
iv	<b>Reagent racks</b>		

	Reagent Shelves to be of complete modular design consisting of horizontal 2 stage storage shelves. The end vertical support should be 0.9mm & horizontal shelves of 0.8mm thick CRCA M.S. Sheet. Each shelf should have a load carrying capacity of 30 kgs. of UDL for the length of 1000 mm. Each vertical panel shall be assembled with horizontal shelf with M6 fasteners having Zinc-Cobalt coating for better corrosion resistance. The complete M.S. material of cabinet to be pretreated (degreased, Zinc phosphated) and epoxy powder coated for better corrosion resistance. The thickness of powder coat to be 45-50 microns, which passes the test of Salt Spray for 1000 hours and having the Scratch Hardness of 3Kgs.		
a	900 mm (L) X 300 mm (D)( Service Line Stand)	6	Nos
b	1050 mm (L) X 300 mm (D)	6	Nos
	<b>Material</b>		
	The reagent shelf shall be made of SS 304 sheets of 1.20 & 0.80 mm thickness, made in tray form, machine pressed wherever applicable. The carcass shall be of 2 mm thick 30 mm X 30 mm heavy duty ERW MS square tubes. The end vertical support and horizontal shelves shall be made up of 1.2 mm thick CRCA MS Sheet.		
	<b>Surface Treatment</b>		
	The understructure of the units shall be degreased and zinc phosphated. The Zinc Phosphating shall then be air dried using blowers. The minimum Zinc Phosphate deposit on the MS Sheets shall be 1.1 gm/sqm and shall confirm to IS-3618 and IS-6005. It shall then be epoxy powder coated for corrosion resistance. The epoxy powder coating shall be done using a pure epoxy powder and not polyester mixed powder. The thickness of the powder coat shall be 45-50 microns, which can pass salt spray for atleast 1000 hours (IS:101) and shall have scratch resistance/hardness of 3 Kgs (IS:101 & IS:13871).		
	<b>General Specifications</b>		
	Each understructure table shall consist of 4 height adjusters that shall take care of leveling aspects. The modular construction shall be joined together with high pan head M6 Zinc black coated fasteners for better corrosion resistance.		
	The horizontal shelf shall have a provision for fixing the service panel to it. The service panels shall carry electrical switches and sockets at locations indicated in the electrical power layout or as indicated by the Engineer-in-Charge.		
	The service stands fitted under the table shall serve as a support for pipe lines.		
	<b>Load Carrying Capacity</b>		
	The load carrying capacity of each reagent shelf shall be 30 Kgs of UDL for the length of every 1000 mm.		
v	<b>Ceramic Sinks</b>		
	The sink shall be a glazed ceramic sink capable of handling acidic waste.	18	Nos
vi	<b>Water Taps - 3-way Swan neck type</b>		
	The taps provided shall be processed with Epoxy coating on Brass surfaces for pH & rust resistance. Switch valve cast shall be ceramic, so that it can avoid acid wear. The outlet produced in PVC shall have detachable hose nozzles, allay pressure, changeable high-pressure outlets constructed for normal clean outlet control of water flow from the faucet.	18	Nos
vii	<b>Vertical Posts</b> (wherever necessary)		
a	100 mm X 300 mm from floor level to False ceiling level		
b	140 mm X 300 mm from floor level to False ceiling level		
	<b>Material</b>		
	The cabinet and steel shutters shall be made of CRCA MS Steel as described above.		
	<b>Surface Treatment</b>		

	All the MS material used shall be degreased and zinc phosphated. The Zinc Phosphating shall then be air dried using blowers. The minimum Zinc Phosphate deposit on the MS Sheets shall be 1.1 gm/sqm and shall conform to IS-3618 and IS-6005. It shall then be epoxy powder coated for corrosion resistance. The epoxy powder coating shall be done using a pure epoxy powder and not polyester mixed powder. The thickness of the powder coat shall be 45-50 microns, which can pass salt spray for atleast 1000 hours (IS:101) and shall have scratch resistance/hardness of 3 Kgs (IS:101 & IS:13871).		
viii	<b>Work Surfaces</b>		
a	18mm thick polished black granite with 8mm marine plywood (BWP Grade) backing.	47	Sq m
b	Epoxy slabs as per manufacturers' specifications	31	Sq m
ix	<b>Electrical accessories &amp; Fittings:</b>		
	Electrical Accessories and fittings should consist of electrical trunking of 0.8mm thick CRCA MS Sheet. The complete M.S. material of cabinet to be pretreated (degreased, Zinc phosphated) and epoxy powder coated for better corrosion resistance. The thickness of powder coat to be 45-50 microns, which passes the test of Salt Spray for 1000 hours. It should have a high temperature withstanding capacity with excellent electrical insulation properties. The rear portion of above accessories which is in contact with live metal shall be made from thermo set material which should not melt on heating.		
<b>2</b>	<b>Emergency Shower</b>		
	Providing and installing of Emergency showers in the locations indicated in the drawings and as per following specifications:	2	Nos
	<b>Pipe Diameter</b>		
	Inlet Pipe: SS #304, 1.25" diameter		
	Outlet Pipe: SS #304, 1.25" diameter		
	<b>Emergency Shower</b>		
	Inlet Pipe: SS #304, 0.75" diameter		
	Switch: Fixed pull-over switch		
	Pull Rod: fixed pull-over switch		
	Shower Bowl: external bowl of outside use SS #304, with polishing finish on the top surface.		
	Shower Head: more than 800 holes, rain shower type.		
	<b>Eye Washer</b>		
	Inlet Pipe: SS #304, 0.50" diameter		
	Control: Manual Switch, foot pedal type.		
	Eye Wash: outside use SS #304, with polishing finish on top surface.		
	Eye Wash Faucet: Cast by non-burnable polycarbonate, with filter sponge and cover that can avoid dust, to be openable by water pressure directly to avoid contamination.		
	<b>Size:</b>		
	Total Height: 2325 mm ± 15 mm		
	Emergency Shower: 2100 mm ± 20 mm		
	Eye Wash: 1030mm ± 20 mm		
	<b>Accessories:</b>		
	Bulletin board of SS #304, Drawing to indicate method of use and adequate number of expandable screws for fixing the same.		
	<b>Water Pressure:</b>		
	The piping of the emergency system should be capable of bearing water pressure of 18 kg/cm <sup>2</sup> (250 psi).		



<b>3</b>	<b>Anti-Vibration Tables (900mm X 600mm X 750 mm)</b>		
i	<b>Tubular Frame</b>	13	Nos.
	Completely modular type tubular frame, that carries the load of the Kadappa slab or granite placed on it.		
	High tension Pan head M6 Zinc black coated screws (for better corrosion resistance) used as fasteners.		
	<b>Material</b>		
	40 Sq X 1.6 mm thick ERW tube.		
	<b>Load Carrying Capacity</b>		
	The tubular frame should handle a UDL of 250 Kgs		
ii	<b>Cover Panels</b>		
	<b>Material</b>		
	The cover panels shall be made of 0.80 mm thick CRCA M.S Sheet.		
	<b>Surface Treatment</b>		
	The M.S Sheets shall be pretreated (de-greased, Zinc Phosphated), and epoxy powder coated for corrosion resistance. The thickness of powder coating shall be 45-50 microns, which shall pass the Salt Spray test of 1000 hours, and shall have a minimum scratch hardness of 3 Kgs.		
iii	<b>Kadappa Slab</b>		
	25 mm thick Kadappa shall be used as the main shock dampening component.		
iv	<b>Work Surface</b>		
	The work top shall be 18 mm thick jet black granite with polished/bevelled edges as directed.		
v	Vibration isolating rubber pads made of a combination of Nitrite rubber, cork particles, and cross linked polyester fibres shall be provided.		
vi	Leveling screws shall be provided at the bottom of the frame to accommodate any variations/undulations in the finished floor.		
<b>4</b>	<b>Vented Chemical Storage Units (900mm X 450 mm X 1800mm)</b>		
	Providing and installing Vented chemical storage racks made in Stainless Steel (304), with a vent pipe (100 mm Diameter SS) connectable to the exhaust system. The unit shall have glazed shutters with locking mechanism treated with anti-corrosive treatment as per manufacturer's specifications. The shutters shall be fixed using CED coated hinges of Equivalent to GRASS/HAFELE make. The unit shall have a collection tray for any accidental spillage and will be provided with vibration isolating rubber pads made of a combination of Nitrite rubber, cork particles and cross linked polyester fibres. The unit shall be mounted on leveling screws to accomodate any variations/undulations in the finished floor.	8	Nos
<b>5</b>	<b>Storage Units</b>		
	Providing and installing flexible storage racks with slots to fix the shelves in different positions, made in powder coated CRCA MS Sheets of 0.80 mm Thickness. Powder coating shall be of approved colour and 45-50 microns thickness and shall pass through a salt spray test of 1000 hours and have a minimum scratch hardness of 3 Kgs. The unit shall be mounted on leveling screws to accomodate any variations/undulations in the finished floor.	6	Nos
<b>6</b>	<b>Spot Extractors</b>		
	Providing and installing elephant trunk type spot extractors with clear plastic hoods, attached to a blower of 300 cfm with all necessary hardware for suspending the mechanism from the ceiling, ducting between the blower and the extractor etc., complete as per manufacturer's specifications.	1	Nos
<b>7</b>	<b>Spot Extractors</b>		

	Providing and installing robot arm type spot extractors with clear plastic hoods, attached to a blower of 300 cfm with all necessary hardware for suspending the mechanism from the ceiling, ducting between the blower and the extractor etc., complete as per manufacturer's specifications.	1	Nos
<b>8</b>	<b>SS Pegboards</b>		
	SS Pegboard of overall size of 550x420mm. Adjustable PP pegs of 10mm dia. It should have a welded square tube of 20x40x1mm. Tube should be of PVC material.	10	Nos
<b>9</b>	<b>Powdered coated steel shutters</b>		
	Providing and fixing Shutters to storage area with following specifications:	60	Sq m
	<b>Material</b>		
	The cabinets and shutters shall be made of 0.80 mm (22 SWG) thick CRCA MS Sheets.		
	<b>Surface Treatment</b>		
	All the MS material used shall be degreased and zinc phosphated. The Zinc Phosphating shall then be air dried using blowers. The minimum Zinc Phosphate deposit on the MS Sheets shall be 1.1 gm/sqm and shall confirm to IS-3618 and IS-6005. It shall then be epoxy powder coated for corrosion resistance. The epoxy powder coating shall be done using a pure epoxy powder and not polyester mixed powder. The thickness of the powder coat shall be 45-50 microns, which can pass salt spray for atleast 1000 hours (IS:101) and shall have scratch resistance/hardness of 3 Kgs (IS:101 & IS:13871).		
	<b>General Specifications</b>		
	Each storage unit shall be assembled with M6 fasteners having a Zinc-Cobalt coating for better corrosion resistance. Adjacent units shall be connected using Zinc-Cobalt connectors. The shutters shall be fixed with Nickel-Chrome plated self closing hinges (Make:Equivalent to Hafele, GRASS) and shall have a further CED coating to enhance corrosion resistance. The drawer trays shall be mounted on equivalent to Delryn roller bearing slides which are made up of 1.6 mm thick MS sheets and epoxy powder coated. A pair of slides should be able to carry a UDL of 15 kgs.		
	<b>Shutters</b>		
	The shutters shall be made of CRCA MS Sheets 0.80mm thickness (22 SWG) with the above-mentioned surface treatment. The shutters and drawer fronts shall be provided with adequate seals on all sides and adequate noise dampers. Handles shall be of SS of approved design and make.		
<b>NOTE:</b>	<b>The above specifications shall be considered for guideline only; the furniture shall confirm to all relative and applicable IS, SEFA, BS, DIN, ASTM, ISO &amp; ASHARE 110 standards.</b>		
<b>NOTE:</b>	<b>It is mandatory that the vendor submit technical working drawings with all relevant details and catalogues, if any, for every single item mentioned above at the time of submission of bidr. Any bid submitted without such details will be considered as "non-responsive" and would be rejected outright and not taken to evaluation purposes.</b>		

**SECTION VI: TECHNICAL SPECIFICATIONS**

## SECTION VI - TECHNICAL SPECIFICATIONS

### TECHNICAL SPECIFICATIONS

---

#### INTERIOR WORKS:

##### GENERAL:

This specification is for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the client/consultants.

1. The workmanship is to be the best available and of a high standard. Use of special tradesmen should be made in all aspects of the work and allowance must be made in the rates for doing so.
2. Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during the time they are in use.
3. The contractor shall be responsible for providing and maintaining and boxing or other temporary convenes required for the protection of dresses or finished work if left unprotected. He is also to clean out all shelves, out ends and other waste from all parts of the works before coverings.
4. All unexposed surfaces of timber e.g. partition/paneling frames, false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc., are to be treated with two coats of approved timber preservative and anti-termites paints before fixing or converging.
5. Only first class workmanship will be accepted. The contractor shall maintain uniform quality and consistency in workmanship throughout.

##### JOINERY:

1. Joinery is to be prepared immediately after preparing the work order, framed up, bonded and tied up. Any portions that are wrapped or found with other defects are to be replaced before welding up. The whole of the work is to be framed and finished in a workmanlike manner in accordance with the detailed drawings, specifications and wherever necessary, fitted with metal ties, straps, belts, screws, glue etc. Running beaded joints are to be cross-tongued with Teak tongues wherever 1 or 1.5 thick double cross-tongued. Joinery work is to be generally finished with fine sand or glass paper.
2. Joints: All joints shall be standard Mortise and Tenon, dowel, dove tailed and cross-halved. Nailed or glued joints will not be permitted. Screws, nails etc., shall be standard Iron or wire of oxidized metal. Fold tenons should fit the mortises exactly.
3. Nailed or glued butt joints will not be permitted, but in exceptional cases approval of client/consultants has to be taken.
4. Where screws are shown on a finished surface, they will be sunk and the hole plugged with a wood plug of the same wood and grain. The finished surfaces shall be neatly punched and the hole filled with wood filler to match the colour.
5. If joints in joinery work open, or other defects arise within the period stated for defects liability in the contract, then such defective joinery shall be taken down, refilled, redecorated and/or replaced. The defective work, and any work disturbed shall be made good at the contractor's expense.
6. Nails, spikes and bolts shall be of length and weight as approved by the client/consultant. Nails shall comply with IS: 1959-1960 or equivalent approved sample. Brass headed nails are to comply BIS: 1210. Wire staples shall comply with BIS: 1494 or equivalent.
7. The contact surface of dowels, tenons, wedges etc., shall be glued with an approved adhesive.
8. Where glued joinery and carpentry work is likely to come into contact with moisture, the glue shall be water proof.

##### HARDWARE & METALS:

The hardware, throughout, shall be of approved manufacture or supplier, well made and equal to, in every respect, to the samples to be deposited with the client/consultants. The contractor

may be required to produce and provide samples from many different sources before the client/consultant take a decision and he should allow his rates for doing so.

1. Fittings generally shall be brass oxidized unless otherwise specified and shall be suitable for their intended purpose. In any case, it will have to be approved by client/consultants before the contractor procures it for execution at site.
2. Screws are to match the finish of the article to be fixed and to be round or flat headed or counter sunk as required.
3. The contractor shall cover up and protect the brass and bronze surfaces with thick grease or other protective material, renewed as necessary and subsequently clean off on connection.
4. Aluminium and Stainless Steel shall be of approved manufacture and suitable for its particular application. Generally the surface of Al shall have an oxidized finish and both shall comply with the samples approved by the client/consultant. All SS sheets shall be 304 S.S, Japan or equivalent, with gauge as specified but not thinner than 16 G.
5. All steel, bronze, brass and aluminium and SS articles shall be subjected to a reasonable test for strength, if so required by the client/consultant at the contractor's expense.
6. All brazing and welds are to be executed in clean smooth manner, rubbed down and left in the flattest and tidiest way, particularly where exposed.
7. Chromium plating shall be in accordance with IS or as per approved specification for normal outdoor conditions and shall be on a base material of Cu or brass.

#### **GLAZIER:**

1. All glass to be of approved manufacturer complying with IS: 3548-1966 as per approved quality and sample to be of the selective qualities specified and free from bubbles, smoke, air holes and other defects.
2. Polished plate glass shall be 'glazing glass' (GG) quality and that for mirror shall be silver quality (SG) confirming to IS: 3438-1965 as per approved sample and quality.
3. The compound for glazing to metal to be special non-hardening compound manufactured for the purpose and of a brand and quality approved by the client/consultants.
4. While cutting glass, proper allowances to be made for expansion. Each square or rectangle of glazing to be of one whole sheet. On completion of work contractor shall clean all glass inside and cut/replace all cracked, scratched and broken panes and leave in good condition.

#### **PAINT & POLISHES:**

1. All material required for the works shall be of specified and approved manufacturer, delivered to the site in manufacturer's containers with the seals etc., unbroken and clearly marked with the manufacturer's name or trade mark with a description of the contents and colour. All materials are to be stored on the site of the work.
2. Spray painting with approved machines will be permitted only if written approval has been obtained from the client/consultant prior to painting. No spraying will be permitted in the case of priming coats or where the soiling of adjacent surface is likely to occur. The nozzle and pressure to be so operated as to give an even coating throughout to the satisfaction of the client/consultant. The paint used for spraying is to comply generally with the specification concerned and is to be specially prepared by the manufacturer for spraying. Thinning of paint by brushing will not be allowed.
3. Wood preservation shall be Solignum or other equal and approved impregnating wood preservative and all concealed woodwork shall be treated with wood preservative and anti-termite treatment with Termiseal or equivalent chemical.
4. All brushes, tools, pots, kettles etc., used in carrying out the work shall be clean and free from foreign matter and are to be thoroughly washed out before being used with a different class of materials.
5. All iron or steel surfaces shall be thoroughly scraped and rubbed with wire brushes and shall be entirely free from rust, mill scale, etc., before applying the primary coat.
6. Surfaces of new woodwork to be painted are to be rubbed down and cleaned to the approval of the client/consultant.

**UPHOLSTERY:**

1. This will be of first class standard workmanship with webbing, no sag springs, coil springs, padding and filling as specified on drawings. Covering fabrics will be sewn, tufted and chorded as shown in the drawing and as approved by the client/consultant.
2. Cushion Vents: Brass cushion vents should be installed at the back or underside of seat cushions (Specially those that are covered in leather, vinyl plastic or very tightly woven fabric) to allow air to escape easily and to prevent tearing.
3. Materials: Finished timber shall be of the type specified. Furnishing fabrics, colour, and pattern, substance to be specified and manufactured or supplied by the company specified. No variation of this will be permitted unless with prior approval of the client/consultant.

**POLISH:**

**French Polish:** The basic material shall be shellac dissolved in methylated spirit.

Preparation: The timber should be well sanded and cleaned and the grain filled with grain filler. Any staining must be done before applying the polish.

Equipment: The polishing rubber, the most important implement in French polish, shall consist of a pad of cotton wool, which acts as a reservoir for the polish, and a cover of soft white liner or cotton fabric, similar to a well-worn handkerchief, which acts as a filler. The rubber must never be dipped into the polish. The rubber should be changed by pouring the polish on the pad with the cover removed.

Application: Work evenly over the surface with a slow figure-of-8 motion until the timber is coated with a thin layer of polish. The object is to apply a series of thin coats, allowing only a few minutes for drying between the coats. When a level and even bodied surface is obtained, the work is ready for the second stage i.e. spiriting off. Allow the work to stand for at least 8 hours, then take a fresh rubber with a double thickness of cover material and change it with methylated spirit. The object of spiriting off is to remove the rubber marks and to give the brilliance of finish. Finally, work in the direction of the grain and continue until the surface is free of smears and rubber marks. Then leave to harden off.

**Wax Polish:** Wax polish shall contain silicones and driers. A good silicon wax is to be used, not a creamy or spray. The timber shall be sealed, first with another finish such as Ronseal, before applying the wax.

Application: Apply a light coat of the sealer by brush or cloth direct to the unfilled timber, working well in and finishing evenly with the grain. Allow to dry thoroughly, then sand lightly with fine abrasive paper. Apply a heavy coat of wax by cloth on a flat surface with a stiff brush. Work it well into the timber and finish off by stroking with the grain before leaving to harden. Leave for several hours before rubbing up with a soft brush. Finally buff the grain with a soft cloth.

Transparent/Coloured Polyurethane (Melamine): This shall be applied where natural grain of the wood is required to be shown. Polyurethane gives tough surface which resists scraping, chipping and boiling water.

Application: Clean off the grease and wax with an abrasive and white spirit. This should not be applied in humid conditions. Apply the first coat preferably off clear hard glaze with a cotton pad. Leave this to dry for at least 6 hours, and then apply further coat with a paint brush. If you

wait for longer than 24 hours between coats, rub down the previous coat with fine glass paper or medium grade of steel wool. Obtain a matte finish if require by giving a final coat of clear Ronseal matte coat.

**TIMBER:**

1. Only seasoned and chemically treated BTC / CPTW / Sal wood/matching wood to be used, as specified.
2. All the wood shall be properly seasoned, natural growth and shall be free from worm holes, loose or dead knots or other defects, saw die square and shall not suffer warping, splitting or other defects.
3. The moisture content shall not exceed 12%
4. All internal frameworks shall be treated with approved wood preservation and anti-termite chemical.
5. All wood brought to site should be cleaned, shall not have any preservative or other coating or covering.
6. All rejected, decayed, bad quality wood shall be immediately removed from site. All wood brought to site must be stack stored properly as per instructions.

**PLYWOOD:**

1. Marine plywood confirming to IS: 710-1976 as specified in the approved list of manufacturers shall only be used. (Block board/commercial plywood not to be used)
2. Only teak wood particle board shall be used. Particle board shall be phenol formaldehyde bonded and generally confirm to IS: 3087-1965
3. Only 3 mm – 4 mm thick straight-grained groove matching approved veneers shall be used.

MDF confirming to IS: 12406-1988 is a zero wood substitute finding a wide range pf applications in homes and offices. MDF should be of excellent finish. This should have advantage of homogenous construction, design flexibility, unbeatable machinability, no core voids and better value for money.

**LIST OF APPROVED AND NOMINATED MANUFACTURERS/SUPPLIERS OF MATERIALS AND  
SUB-CONTRACTORS/INTERIOR WORKS**

Note:

1. All materials to be used should be as per the list given below.
2. Use of equivalent make shall be only with prior approval from clients/consultants in writing. It must be at par with specified list below in all respects. Any additional expenditure/time due to this variation will be on contractors account and no claims shall be entertained.
3. Client reserves the right to select/prefer the material from the approved list.

SI No.	Material	Approved make/sub-contractor/supplier	Remarks
<b>A</b>	<b>WOOD</b>		
1	Old Burma Teakwood	No specific supplier. Contractor to obtain approval for samples.	Open market material
2	BTC	No specific supplier. Contractor to obtain approval for samples.	Open market material
3	Cp – Teakwood	No specific supplier. Contractor to obtain approval for samples.	Open market material
4	Hardwood	No specific supplier. Contractor to obtain approval for samples.	Open market material
5	Wood to match the veneers to be used	Jalaram, Anchor, Ekbote or equivalent	
<b>B</b>	<b>PLYWOOD</b>		
1	Marine ply (IS: 710)	Anchor, Kitply, Greenply, Uniply, Archidply.or equivalent	
2	Soft Board	Jolly Board or approved equivalent	
3	Particle Board	Novopan, Egger, Duratuff, Archid or approved equivalent	
4	MDF	Duratuff or approved equivalent (IS approved)	
5	Flush Door	Anchor, Kitply, Anchor, Green, Mayur or approved equivalent	Marine grade
<b>C</b>	<b>DECORATIVE VENEERS/LAMINATES</b>		
1	Veneers	Jalaram, Anchor, Ekbote, Archid, Durian. or approved equivalent	Group match and lot to be approved
2	Laminate	Kitlam, Greenlam, Merino, Durian, Archid. or approved equivalent	
<b>D</b>	<b>GLASS</b>		
1	Glass	Asahi, Modiguard, Saint Gobain, Float Glass India or approved equivalent	
2	Mirror	Asahi, Modiguard, Saint Gobain, Float Glass India or approved equivalent	



3	Tempering or toughening of glass	Asahi, Modiguard, Saint Gobain, Float Glass India or approved equivalent	
<b>E</b>	<b>ADHESIVE &amp; PRESERVATIVES</b>		
1	Adhesive	Fevicol, Vamicol, Kitcol, Araldite, 3M or approved equivalent	
2	Preservative	Termiseal, Bison, Solignum. or approved equivalent	
<b>F</b>	<b>PAINTS &amp; POLISHES</b>		
1	Interiors Paint: Acrylic, Luster, Enamel	ICI Dulux, Nerolac, Asian, Burger, Oikos. or approved equivalent	
2	Fire Retardant paint	Fire Tard, Shalimar, Viper, Nobel or approved equivalent	
3	Poly-coating	MRF, Solvosol, Asian or approved equivalent	
4	Melamine	MRF, Solvosol, Asian or approved equivalent	
<b>G</b>	<b>FALSE CEILING</b>		
1	Gypsum	India Gypsum or equivalent make (IS approved)	
2	Acoustical: Gypsum  Fibrous  Metal	India Gypsum or approved equivalent AMF, Armstrong or approved equivalent Hunter Douglass or approved equivalent.	Entire, including framework, supports, hanger etc., is to be used of the same make.
3	Calcium Silicate Board	Hilux, Aerolite or approved equivalent	
<b>H</b>	<b>HARDWARE</b>		
1	Screws	GKW, Nettle fold or approved equivalent	
2	Locks for cabinets	Godrej, Vijayan, Dorset, Acme. or approved equivalent	
3	Floor Spring – for toughened glass	Dorma or approved equivalent	
4	Floor springs / door closers	Hyper, Everite, Garnish, Hamco or approved equivalent	
5	Handles	Nikki or approved equivalent.	
6	Hinges	Grass, Blum, Hafele or approved equivalent	
7	Sliding drawer channels	Grass, Blum, Hafele or approved equivalent	
8	Metal side drawer channels	Grass, Blum, Hafele or approved equivalent	
9	Aluminium	Jindal or approved equivalent	
10	Lock	Dorset, Vijayan, Godrej, Acme. or approved equivalent	

11	Patch fittings	Dorma or approved equivalent	
12	Tower Bolt/Stopper	Magnum, Shalimar, Natraj, Ebco or approved equivalent	
13	Mobile storage	Safeguard, Godrej or approved make.	
<b>I</b>	<b>SOFT FURNISHING</b>		
1	Carpet	Transasia, Interface, Miliken, Shaw or approved equivalent	
2	Glass film for tint/safety/frosting etc	3M or approved equivalent.	
J	BLINDS		
1	Venetian, vertical blinds in fabric/hard wood/bamboo – Roman fold or roll up.	Mac, Aerolux, Vista, AD series, Technofab, Trend Italia or approved equivalent	
2	False flooring	Kingspan, Tyco, DG false flooring or approved equivalent	
3	Aluminium sections	Jindal, Hindalco or approved equivalent	
K	PLUMBING & SANITARY		
1	CPVC Pipes & fittings	Ashirwad, Astra or approved equivalent I	
2	UPVC Pipes & fittings	Prince. Kisan or approved equivalent	
3	Ball Valves	Zoloto, Hawa or approved equivalent	
4	G.M Non return valves	Zoloto, Kirloskar or approved equivalent	
5	Stoneware Pipes	M.S.L, T.S.L or approved equivalent	ISI Marked
6	Sanitary Ware	Hindware/Parryware or approved equivalent	
7	Plumbing Fixtures	Jaquar or approved equivalent	
8	Toilet Accessories	Jaquar / Kimberly Clarke or approved equivalent	
9	Hand driers	Nova-tech or approved equivalent or approved equivalent	
10	Urinal Sensors	Jaquar or approved equivalent	
11	FRC Manhole frames & covers	Southern Concrete Industries/ Approved equivalent or approved equivalent	
12	CI Gratings & MH Frames & Covers	Neco or approved equivalent	

## **SECTION VI-A : QUALIFICATION CRITERIA**

(Referred to in Clause 13.3(b) of ITB)

The bidder should be a manufacturer who must have manufactured, tested and supplied the similar to the type specified in the 'schedule of requirements' up to at least two similar supplies including commissioning during the last 3 years not less than Rs. 50.00 lakh each. Further, bidder should be in continuous business of manufacturing/supplying similar products to that specified in the schedule of requirements during the **last three** years prior to bid opening.

(a) Bids of bidders quoting as authorized representative of Lab furniture, Manufacturer, meeting with the above requirement in full, can also be considered provided:

- (i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC to the authorized local representative; and
- (ii) the manufacturer/the bidder, as authorized representative, has supplied, installed and commissioned satisfactorily at least 2supplies of the similar Lab furniture to the type specified in the Schedule of Requirements in the last three years not less than Rs. 5000 lakh each which must be in satisfactory operation for at least 6 months on the date of bid opening and must be providing annual maintenance service.

The bidder should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under **Section XI**

All bids submitted shall also include the following information along with formats under **Section XV**.

- (i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
- (ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for supply of the required systems and furniture within the specified time of completion after meeting all their current commitments.
- (iii) The bidder should clearly confirm that all the facilities exist in his factory, in India for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- (iv) Details of Service Centers and information on service support facilities that would be provided after the warranty period [in the Service Support Form given in **Section XIV**].
- (v) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, banker's certificates etc
- (vi) Should have valid Income tax and sale tax/VAT registration no. (copy to be attached)

**SECTION VII: BID FORM AND PRICE SCHEDULE**

**SECTION VII: BID FORM**

Date :.....

Loan No :LN : 4749-- IN

IFB No :..CPCB-03/2010-11.....

TO: Member Secretary, CPCB [redacted], PARIVESH [redacted] BHAWAN, EAST ARJUN NAGAR, DELHI

Gentlemen and/or Ladies :

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

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

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

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

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

Amount	Rupees
Name and address of agent	Purpose of Commission or gratuity
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

(if none, state "none").

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

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

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

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

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

Dated this [redacted] day of [redacted] 19 .....

[redacted]  
[redacted]

*(signature)*

*(in the capacity of)*

Duly authorized to sign Bid for and on behalf of

[redacted]

**SECTION-VII.A - PRICE SCHEDULE**

**PRICE SCHEDULE**

**THE SUPPLY , INSTALLATION , TESTING & COMMISSIONING OF LAB FURNITURE**

Item No	Item Description	Country of origin	Quantity and unit	Price Schedule of Each Unit				Unit Price	Total Price schedule for delivery at final destination	Sales Taxes payable if contractor is awarded	Labour ,Raw Material and components from india added in the cost as% of ex_factory price in coulmn5(a)
				Ex factory Ex Ware house Ex. Showroom off the shelf	Packaging & forwarding	Inland transportati on insurance & other local costs incidental to delivery	Incidental services as listed in clause -8 off S.C.C				
<b>1</b>	<b>Laboratory Counters</b>										
<b>i</b>	<b>Lab Cabinets (L) x (D) x (H)</b>										
	750 x 750 x 900		71 Nos								
	600 x 750 x 900		34 Nos								
	450 x 750 x 900		1 Nos								
	430 x 750 x 900 (RH Unit)		12 Nos								
	430 x 750 x 900 (LH Unit)		12 Nos								
	300 x 750 x 900		1 Nos								

	900 x 750 x 900 (Corner Unit)		7 Nos							
	750 x 750 x 900 (Sink Unit)		6 Nos							
	600 x 750 x 900 (Sink Unit)		12 Nos							
	600 x 750 x 900 (Leg space Unit)		2 Nos							
ii	<b>Reagent racks</b>									
a	900 mm (L) X 300 mm (D)( Service Line Stand)		6 Nos							
b	1050 mm (L) X 300 mm (D)		6 Nos							
iii	<b>Ceramic Sinks</b>									
	The sink shall be a glazed ceramic sink capable of handling acidic waste.		18 Nos							
vi	<b>Water Taps - 3-way Swan neck type</b>									
	The taps provided shall be processed with Epoxy coating on Brass surfaces for pH & rust resistance. Switch valve cast shall be ceramic, so that it can avoid acid wear. The outlet produced in PVC shall have detachable hose nozzles, allay pressure, changeable high-pressure outlets constructed for normal clean outlet control of water flow from the faucet.		18 Nos							
vii	<b>Vertical Posts</b> (wherever necessary)									
a	100 mm X 300 mm from floor level to False ceiling level									
b	140 mm X 300 mm from floor level to False ceiling level									
viii	<b>Work Surfaces</b>									
a	18mm thick polished black granite with 8mm marine plywood (BWP Grade) backing.		47 Sqm							



b	Epoxy slabs as per manufacturers' specifications		31 Sqm								
ix	<b>Electrical accessories &amp; Fittings:</b>										
<b>2</b>	<b>Emergency Shower</b>										
	Providing and installing of Emergency showers in the locations indicated in the drawings and as per following specifications:		2 Nos								
<b>3</b>	<b>Anti-Vibration Tables (900mm X 600mm X 750 mm)</b>										
i	<b>Tubular Frame</b>		13 Nos.								
	Completely modular type tubular frame, that carries the load of the Kadappa slab or granite placed on it.										
<b>4</b>	<b>Vented Chemical Storage Units (900mm X 450 mm X 1800mm)</b>		8 Nos								
<b>5</b>	<b>Storage Units</b>		6 Nos								
<b>6</b>	<b>Spot Extractors</b>		1 Nos								
<b>7</b>	<b>Spot Extractors</b>		1 Nos								
<b>8</b>	<b>SS Pegboards</b>		10 Nos								
<b>9</b>	<b>Powdered coated steel shutters</b>										
	Providing and fixing Shutters to storage area with following specifications:		60 Sqm								
<b>NO TE:</b>	<b>It is mandatory that the vendor submit technical working drawings with all relevant details and catalogues, if any, for every single item mentioned above at the time of submission of bid. Any bidr without such details will be considered as "non-responsive" and would not be taken further for evaluation purpose</b>										

**SECTION VIII: BID SECURITY FORM**

**SECTION VIII: BID SECURITY FORM**

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

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto ..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the ITB; or
  
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

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

(Signature of the Bank) .....

.....  
<sup>1</sup> Name of Bidder

**SECTION IX: CONTRACT FORM**

**SECTION IX: CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20... Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

---

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price
---------	---------------------------------------	-------------------------	------------	-------------

---

**TOTAL VALUE:** .....

**DELIVERY SCHEDULE:** .....

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

Signed, Sealed and Delivered by the

said [REDACTED] (For the Purchaser)

in the presence of: [REDACTED]

Signed, Sealed and Delivered by the

said [REDACTED] (For the Supplier)

in the presence of: [REDACTED]

**SECTION X: PERFORMANCE SECURITY FORM**

**SECTION X. PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** \_\_\_\_\_ (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award)

No. \_\_\_\_\_ dated, \_\_\_\_\_ 20... to supply \_\_\_\_\_ (Description of Goods and Services) hereinafter called "the Contract".

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20.....

Signature and Seal of Guarantors

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

Date \_\_\_\_\_ 20.....

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

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

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



## SECTION XI: PERFORMANCE STATEMENT

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

[Please see Clause 13.3 (b) (ii) of Instructions to Bidders]

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours

Name of the Firm:

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

Signature and seal of the Bidder

**SECTION XII**

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

**MANUFACTURERS' AUTHORIZATION FORM\***

No. [redacted] dated

To

Dear Sir:

IFB No.

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

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

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

\* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

**SECTION XIII**

**Service Support Details**

The bidder may provide the proposed method of service support during the warranty periods including the helpdesk function, downtime management etc.

**Performa for Service Support Details**

Name of Service Stations	Destination Address and District	Phone No. /Mobile phone No.	Telex/ Fax No.	Office Working Days and Hours	Number of Service Engineers	Number of service Staff	Value of Minimum Stock Available at all times

Signature and Seal of the Manufacturer/Bidder

## SECTION XIV

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

**As of March 2000**<sup>1</sup>

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA<sup>2</sup>.

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to no country.

#### **Notes:**

---

1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>.
2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

ANNEXURE XV

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE

MANUFACTURER

BID NO. \_\_\_\_\_

DATE OF OPENING : \_\_\_\_\_

NAME OF THE BIDDER : \_\_\_\_\_  
\_\_\_\_\_

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No Office/Factory/Works  
(b) Telex No. Office/Factory/Works  
(c) Telegraphic address :
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
  - 8.1 Normal
  - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
  - 10.1 Details of technical supervisory staff in charge of production & quality control.
  - 10.2 Skilled labour employed.
  - 10.3 Unskilled labour employed.
  - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

\_\_\_\_\_  
Signature and seal of the Manufacturer