



The World Bank

GOVERNMENT OF ODISHA

Directorate of Soil Conservation &  
Watershed Development

**TENDER DOCUMENTS FOR PROCUREMENT OF GOODS  
UNDER WORLD BANK ASSISTED  
REJUVENATING WATERSHEDS FOR AGRICULTURAL RESILIENCE THROUGH INNOVATIVE  
DEVELOPMENT (REWARD)  
PROGRAM**

**PROCUREMENT OF SUPPLY, INSTALLATION & COMMISSIONING  
OF HYDROLOGY MONITORING EQUIPMENTS WITH CMC  
UNDER REWARD PROGRAM**

Ref. No. DSCWD-SCHII-MISC-0006-2021/2848 Dt.11/04/2022

**Purchaser:** The Director,  
Directorate of Soil Conservation & Watershed  
Development (DSC&WD) Odisha, Bhubaneswar.  
Krushi Bhavan, Keshari Nagar  
Bhubaneswar -751001,  
Telephones: 0674 -2391840  
Email: [iwmporissa@gmail.com](mailto:iwmporissa@gmail.com)

### SCHEDULE FOR PROCUREMENT

Sl. No.	Particulars	Schedule
1	TENDER REFERENCE No.	Ref. No. DSCWD-SCHII-MISC-0006-2021/2848 Dt.11/04/2022
2	DATE OF AVIALABILITY OF TENDER DOCUMENT IN E-PROCUREMENT PORTAL	12/04/2022
3	PRE TENDER MEETING	20.04.2022 at 11.00 Hours
4	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	26.04.2022 at 17.00 Hours
5	TIME AND DATE OF OPENINGOF TECHNICAL TENDERS	27.04.2022 at 11.00 Hours
6	TIME AND DATE OF OPENINGOF FINANCIAL TENDERS	02.05.2022 at 11.00 Hours
6	PLACE OF OPENING OF TENDERS	<b>Office of Director Directorate of Soil Conservation &amp;Watershed Development ,(DSC&amp;WD) Odisha,</b> Krushi Bhavan,Keshari Nagar Bhubaneswar-751001,
7	ADDRESS FOR COMMUNICATION	The Director <b>Directorate of Soil Conservation &amp;Watershed Development , (DSC&amp;WD) Odisha, Bhubaneswar.</b> Krushi Bhawan,Keshri Nagar Bhubanesawr -751001, Email: <a href="mailto:iwmporissa@gmail.com">iwmporissa@gmail.com</a> <a href="#">Name of the contact person :Santosh Ku Kharua(Joint Director)</a> <a href="tel:8763831352">Ph No:8763831352</a> <a href="mailto:jrskkhatua@gmail.com">Mail id:jrskkhatua@gmail.com</a>

8	Tender Paper Fee (non- refundable) including GST	Amount: INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST@18% in the shape of demand draft.
9	Earnest Money Deposit	No EMD is required. Bid security Declaration is required vide FDOM No.8943 dt.18.3.21.
10	Performance Security	3% of the value of the contract.

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**(Sri Hemanta Kumar Panda)**  
Tender Accepting Authority  
and Director

**Directorate of Soil Conservation & Watershed Development ,  
(DSC&WD) Odisha, Bhubaneswar.**

Krushi Bhawan, Keshri Nagar Bhubaneswar -751001

## **SECTION I: INVITATION FOR TENDERS (IFT)**

IFT No. DSCWD-SCHII-MISC-0006-2021/2848 Dt.11/04/2022

- 1) The Director, Directorate of Soil Conservation and Watershed Development Department, (DSC&WD), Bhubaneswar, Odisha invites tenders from eligible tenderers for the supply of goods listed below;

***Supply, Installation & Commissioning of Hydrology Monitoring Equipment's with CMC under Reward Project***

- 2) The tenderers may submit tenders for any or all of the goods given above. Tenderers are advised to note the qualification criteria specified in tender documents to qualify for award of the contract.
- 3) Tender documents are available online and tenders are to be submitted through e-procurement portal only [tendersodisha.gov.in](http://tendersodisha.gov.in) from 12.04.2022 to 26.04.2022 at 17.00 Hours. Interested tenderers may obtain further information at the same address. Tenders submitted in any other manner will not be accepted. Suppliers are required to obtain Digital signature from designated firms available on e-procurement Portal and then register with the Government of Odisha e-procurement platform to submit tenders by using their user ID and Digital Signature.
- 4) Tenders must be accompanied by EMD of the amount specified in the tender document and pay the same as per requirement specified in the eProcurement portal. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
- 5) Tenderer may attend pre-tender meeting on date 20.04.2022 at 11.00 Hours in the office of DSC&WD.
- 6) Tenders along with necessary enclosures must be uploaded to e-Procurement Portal i.e [tendersodisha.gov](http://tendersodisha.gov) on or before 26.04.2022 at 17.00 Hours. The Technical tender will be opened on date: 27.04.2022 at 11.00 Hours and Financial tender will be opened on date: 02.05.2022 at 11.00 Hours in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
- 7) Other details can be seen in the tender documents.

**(Sri Hemanta Kumar Panda)**  
Tender Accepting Authority  
and Director

**Directorate of Soil Conservation & Watershed Development  
(DSC&WD) Odisha, Bhubaneswar.**

## SECTION II: INSTRUCTIONS TO TENDERERS

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## SECTION II: INSTRUCTION TO TENDERERS

### A. Introduction

#### 1. Eligible Tenderers

- 1.1 Tenderers 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 goods for the preparation of the Technical Specifications, Qualification Information and Eligibility Criteria and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Odisha.

#### 2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender and The Director, Directorate of Soil Conservation and Watershed Development , (DSC&WD),Bhubaneswar, Odisha herein after referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### B. The Tender Documents

#### 3. Contents of Tender Documents

- 3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

SECTION-I	:	Invitation for Tender (IFT)
SECTION-II	:	Instruction to Tenderers (ITT)
		Data Sheet
SECTION-III	:	General Conditions of Contract (GCC)
SECTION-IV	:	Special Conditions of Contract (SCC)
SECTION-V	:	Schedule of Requirements
SECTION-VI	:	Technical Specifications and its compliance
SECTION-VII	:	Qualification Criteria
SECTION-VIII	:	Tender Form, Price Schedule Activity and Other Forms
SECTION-IX	:	Contract Form
SECTION-X	:	Performance Security Bank Guarantee Form
SECTION-XI	:	Pro-forma for Performance Statement for the last five years
SECTION-XII	:	Manufacturer's Authorisation Form
SECTION-XIII	:	Equipment & Quality Control Form



- 3.2 The Tender is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in rejection of its tender.

#### **4. Clarification of Tender Documents**

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by email at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders 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 uploaded in the e-procurement portal only.
- 4.2 The tenderer may attend pre-tender meeting as per date mentioned in the Section-I (IFT) at the office of Director DSC&WD, Bhubaneswar, Odisha for clarification on tender documents if any.

#### **5. Amendment of Tender Documents**

- 5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by email or through e-procurement portal will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

### **C. Preparation of Tenders**

#### **6. Language of Tender**

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in *English language*. Supporting documents and printed literature furnished by the Tenderer 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 Tender, the translation shall govern.

#### **7. Documents Constituting the Tender**

- 7.1 The tender prepared by the tenderer shall comprise the following components and relevant documents shall be uploaded in the e-procurement portal:

- (a) A tender form, price schedule activity and other forms completed in accordance with ITT Clause 8, 9 & 10 (**Section-VIII**).
- (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted (**Section-VII, VIII, XI, XII, XIII**);
- (c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents (**Section-VI**);

## **8. Tender Form**

- 8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

## **9. Tender Prices**

- 9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.
- 9.2 Prices indicated on the Price Schedule activity 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 GST 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, GST 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 goods listed in Clause4 of the Special Conditions of Contract.
- 9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by

the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

- 9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's technical of the Contract and not subject to variation on any account. A tender submitted with an adjustable price tender will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

## **10. Tender Currency**

- 10.1 Prices shall be quoted in **Indian Rupees (INR)**:

## **11. Documents Establishing Tenderer's Eligibility and Qualifications**

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorization is required should be specified)

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

- (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders 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 tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

## **12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents**

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods to the tender 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.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer 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 Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **13. Period of Validity of Tenders**

- 13.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non- responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

### **14. Format and Signing of Tender**

- 14.1 The Supplier shall obtain digital signature from the designated companies as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The Supplier shall submit/ upload his tender along with all requisite documents through e-procurement platform by using the user ID and digital signature. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons signing the tender.
- 14.2 The letter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender
- 14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.
- 14.4 The Tenderer shall furnish information as described in the Form of Tender on

commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

## **D. Submission of Tenders**

### **15. Submission of Tenders**

15.1 The Supplier shall upload the tender through the e-procurement platform. No other mode of submission is permitted.

### **16. Deadline for Submission of Tenders.**

16.1 Tenders must be submitted/ uploaded by the tenderers no later than the date and time specified for the submission of tenders through the e-procurement platform. The e-procurement platform will not accept the tenders after the stipulated date and time (as per the e-procurement platform time).

16.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

### **17. Late Tenders**

17.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17, will be rejected.

### **18. Modification and Withdrawal of Tenders**

18.1 Tenderers may modify or withdraw their tenders by uploading in the e-procurement portal before the deadline prescribed in ITT Clause 17.

18.2 The Tenderer's modification or withdrawal notice shall be uploaded through e-procurement portal by mention as "Addendum or Corrigendum," as appropriate in accordance with the provisions of ITT Clause 16.

18.3 No tender may be modified subsequent to the deadline for submission of tenders.

18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

## **E. Tender Opening and Evaluation of Tenders**

### **19. Opening of Tenders by the Purchaser**

19.1 The Purchaser will open/unlock all tenders, in the presence of Tenderers' representatives who choose to attend in the office of DSC&WD. The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

- 19.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at the time of tender opening.
- 19.3 Tenders that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 19.4 The Purchaser will prepare minutes of the tender opening and the same will be uploaded in the e-procurement portal.

## **20. Clarification of Tenders**

- 20.1 During evaluation of tenders, the purchaser may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

## **21. Preliminary Examination**

- 21.1 The purchaser will examine the tenders 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 tenders are generally in order. Tenders from Agents, without proper authorization, from the manufacturer as per Section XII, shall be treated as non-responsive.
- 21.2 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 lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 21.3 The purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer.
- 21.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning performance security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30) and Taxes & Duties (GCC Clause 32) will be deemed to be a serviced deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5 If a tender is not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **22. Evaluation and Comparison of Tenders**

22.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to tender for all goods and to offer discounts for combined goods. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

22.2 The Purchaser's evaluation of a tender will exclude and not take into account:

(a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

22.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender 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 ITT Clause 23.4 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 tender;

(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 tender;

(f) the projected operating and maintenance costs during the life of the equipment; and

(g) the performance and productivity of the equipment offered.

22.4 Pursuant to ITT Clause 23.3, 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 ITT Clause 9.2 (iii). The above costs will be added to the tender price.



(b) Delivery Schedule:

(i) The Purchaser requires that the goods under the Invitation for Tenders 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 tender 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 tenders 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 tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond 3 months of stipulated delivery period will be treated as unresponsive.

(c) Deviation in Payment Schedule:

(i) The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 4 percent per annum.

(d) Cost of Spare Parts:

(i) Appendix..... to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial.....year period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each tender will be added to the tender price.

OR

(ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial.....year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

(iii) The Purchaser will estimate the cost of spare parts usage in the initial .....year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

(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 tender documents, if quoted separately, shall be added to the tender price.

(f) Operating and Maintenance Costs:

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:

- (i) fuel costs shall be based on ..... kms/hours of operation per year for years at a fuel price of Rs.....;
- (ii) spare parts costs shall be based on kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and
- (iii) all future costs will be discounted to present value at a discount factor of .10 percent.

(g) Performance and Productivity of the Equipment:

- (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs. will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications

22.5 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 tender and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

## **23. Contacting the Purchaser**

23.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

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

## **F. Award of Contract**

### **24. Post qualification**

- 24.1 In the absence of prequalification, the purchaser will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 and is qualified to perform the contract satisfactorily.
- 24.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 24.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **25. Award Criteria**

- 25.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

- 26.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 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.

### **27. Purchasers Right to Accept Any Tender and to Reject Any or All Tenders**

- 27.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

### **28. Notification of Award.**

- 28.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by email, to be confirmed in writing by registered letter, that its tender has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.

- 28.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 28.4 If, after notification of award, a tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

## **29. Signing of Contract**

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

## **30. Performance Security**

- 30.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security of 3 % in accordance with the Conditions of Contract, in the Performance Security Form (Section-XI) provided in the tender documents or in another form acceptable to the Purchaser.
- 30.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

## **32 Corrupt or Fraudulent Practices**

- 32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
- (a) defines, for the purposes of this provision, the terms set for as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement processor in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

## DATA SHEET

### 1. Eligible Tenderers

1.3 Tenderers shall not be debarred by the World Bank. The tenderer shall access latest list of debarred individuals & firms from following World Bank Weblink <https://www.worldbank.org/en/projectsoperations/procurement/debarred-firms> before submission of the tender.

### 4. Clarification of Tender Documents

4.3 Tenderer may obtain any clarification during the pre-bid meeting or within 15 days prior to dead line for submission of tender whichever is earlier.

### 7 Documents Constituting the Tender (Additional)

7.1 Additional Documents.

(f) Company Registration Certificate and its renewal if any.

(g) Technical Specification and its Compliance form (Section-VI).

(h) Details on equipment's and spare parts (Section-VIII(E)).

### 8 Tender Form

8.2 Other forms like Power of Attorney, Affidavit/Declaration and Details of Equipment and Spare Parts.

### 9 Tender Prices

9.2(V) The unit cost provided in column No.9 of price schedule activity table shall be mentioned in e-procurement portal.

### . Earnest Money Deposit

**13.3 Sub clause (b) to €: deleted**

The model Bank Guarantee Format for furnishing EMD is at Schedule XIV

### 16. Submission of Tenders

16.2 The supplier shall submit tender in TWO folders bid system i.e. technical bid and financial bid. The tenderer shall upload documents mentioned in ITT 7.1 in the technical bid and no documents in the financial bid. However, the details of information for financial bid shall be provided in the procurement portal as per the requirement of e-portal.

7.1 The Supplier shall submit in a sealed cover containing a hardcopy of technical documents uploaded in the e-procurement portal along with original power of attorney, affidavit and manufacturer authorization and original demand draft for tender paper within 5 days after last date of submission of tender to office of the Director. The price schedule activity form duly filled shall be submitted within a week after opening of financial bid.

## **20. Opening of Tenders by the purchaser**

20.5 The purchaser will open/unlock the first folder i.e. technical bids of all the tenders uploaded through the e-procurement portal. The Purchaser will open/unlock the second folder i.e. financial bids of technically qualified tenders informed through e-procurement portal, after decryption of their Financial bid by Tender Acceptance Authority which could be viewed automatically by the respective technically qualified tenderers. In this regard no separate intimation shall be made by the Purchaser.

## **23. Evaluation and Comparison of Tenders**

23.4 (d) Deleted

(e) Deleted

(g) Deleted

23.6 The purchaser will evaluate schedule/equipment wise including all items in a schedule and determine whether tender meets the eligibility and qualification criteria defined in the tender document. The Purchaser will draw out a list of technically Qualified Tenderers. The purchaser at its discretion may instruct technically qualified tenderers to demonstrate the model of the equipment quoted in the tender in such a place mutually agreed, failing which such tenders will be technically rejected.

## **26 Award Criteria**

10.1 . If tenderer qualified with the award criteria, contract will be awarded only after approval of competent authority.

10.2 The lowest price for each schedule is determined by combining prices of all items within that schedule.

## **32 .Corrupt or Fraudulent Practices**

32.1(b) i. If the tenderer/ supplier / any individual / technical expert / sub-consultant / sub-contractor who has been debarred by the World Bank. The

tenderer shall access latest list of debarred individuals & firms from following World Bank Weblink:  
<https://www.worldbank.org/en/projectsoperations/procurement/debarred-firms> before submission of the tender;

ii If the tenderer fails to submit self-declaration stating that the firm is not subjected to debarment or has not been sanctioned under the World Bank system of debarment and cross debarment.

### **33.Advance Payment**

The Purchaser will not provide any Advance Payment on the Contract Price as stipulated in the Conditions of Contract.



### SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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## **SECTION III – GENERAL CONDITIONS OF CONTRACT**

### **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 technical of its contractual obligations;
- (c) "The Goods" means all the goods, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Goods" means goods ancillary to the supply of the Goods, such as transportation and insurance, 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 Goods under this Contract.
- (j) "The Government" means the Government of Odisha (GOO)State.
- (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. Standards**

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

#### **4. Use of Contract Documents and Information; Inspection and Audit by the Government**

4.1 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 the 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 technical.

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's technical under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the technical of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

## **5. Patent Rights**

- 5.1 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.

## **6. Performance Security**

- 6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance Security to the Purchaser for an amount of % of the Contract Value, valid up to 45 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 Technical Bank Guarantee for proportionate value shall be extended 45 days over and above the initial Warranty period.
- 6.2 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.
- 6.3 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 in the form provided in the tender documents or another form acceptable to the Purchaser; or
  - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser; or
  - (c) Specified small savings instruments pledged to the Purchaser.

- 6.4 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 technical obligations, including any warranty obligations, under the contract.
- 6.5 In the event of any contract amendment, the supplier shall, within 20 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 technical obligations including warranty obligations.

## **7. Inspections and Tests**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.6 **Manuals and Drawings**
  - 7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
  - 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
  - 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

## **8. Packing**

- 8.1 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.
- 8.2 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.
- 8.3 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) Suppliers Name, and iv) Packing List Reference number.

## **9. Delivery and Documents**

- 9.1 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.

## **10. Insurance**

- 10.1 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. 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.

## **11. Transportation**

- 11.1 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. Incidental Services**

- 12.1 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.

12.2 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.

### **13. Spare Parts**

13.1 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.

13.2 The 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 3 months of placement of order.

### **14. Warranty**

14.1 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 actor omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 14.2 The Supplier shall, in addition, comply with the technical and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further technical specifications.
  - (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications and Qualification Information and Eligibility Criteria.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 10 (Ten) days 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 or replaced material shall be extended to a further period of 12 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 10 (Ten) days, 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.

## **15. Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.2 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 Goods performed, and by documents, submitted pursuant to GCC Clause9, and upon fulfilment of other obligations stipulated in the contract.
- 15.3 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.
- 15.4 Payment shall be made in Indian Rupees.

## **16. Prices**

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

## **17. Change Orders**

17.1 The Purchaser may at any time before despatch, 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.

17.2 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.

## **18. Contract Amendments**

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. Assignment**

19.1 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.

## **20. Subcontracts**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.



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

- 21.1 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.
- 21.2 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.
- 21.3 Except as provided under GCC Clause 24, 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22. Liquidated Damages**

- 22.1 Subject to GCC Clause 24, 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 0.5% 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 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

## **23. Termination for Default**

- 23.1 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 21; or
  - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:
    - “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Goods. However, the Supplier shall continue the technical of the Contract to the extent not terminated.

## **24. Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its technical security, liquidated damages or termination for default, if and to the extent that, its delay in technical or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 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.

24.3 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 technical not prevented by the Force Majeure event.

## **25. Termination for Insolvency**

25.1 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.

## **26. Termination for Convenience**

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

- 26.2 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.

## **27. Settlement of Disputes**

- 27.1 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.
- 27.2 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.
- 27.2.1 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.
- 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.3 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.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,
- (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 goods.

## **29. Governing Language**

29.1 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.

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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## SECTION IV: 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.

### 1.1 Definitions

(a) The Purchaser is The Director, Soil conservation & Watershed Development ,  
Bhubaneswar

(b) The Supplier is.....

### 6. Performance Security

6.3(a) Shall submit bank guarantee issued by nationalized/scheduled bank in the form provided (Section-XI) in the tender document.

(b) Bank Guarantee shall be for a value 3% (three percent) of the contract price during a period of warranty and further it shall be reduced to 1% (one percent) during CMC period, valid upto 60 days after the date of completion of such obligation.

(c) Deleted

6.6 The performance security provided for warranty and /or comprehensive maintenance period shall be returned on submitting satisfactory completion certificate from the concerned partners for such period.

## 9.1 Delivery and Documents

(a) Details of delivery sites:

SL No.	NAME OF INSTRUMENT	NO. OF INSTRUMENT REQUIRED FOR DIFFERENT DISTRICTS				
		Sundargarh Deogarh, Sambalpur	Dhenkanal	Nayagarh	Koraput, Nawarangpur	TOTAL
1	Double ring infiltrometer	6		1	1	8
2	Water level indicator (reel type)		6		1	7
3	Piezometer – Digital Ground Water level recording with logger & USB Data transfer		1	1	1	3
4	Theta probe with data logger	28	6	2	2	38
5	Telemetric Automatic weather station	3	1	1	2	7
6	Telematic Rain gauge	28	1	1	1	31
7	Water level monitoring solution	28	3	1	1	33
8	Open pan evapormeter	28	1	1	1	31
9	TDR with accessible tube	4		1	1	6
10	Digital current meter	3		2		5
11	Resistivity meter	1				1
12	Digital infiltromter			1	1	2
13	Automatic soil moisture recording station		1			1
14	Lysimeter		1			1
15	Remote silt Recorder with Automatic water sampling	3			1	4

Note: - Specific location of installation will be within the radius of 70-90 KMS(approximately) from project district head quarters

(b) Delivery Documents:

- (i) The supplier shall intimate the initiation of delivery through Email/Letter/Facsimile with the full details of the shipment including contract number, transport receipt and date description of goods, quantity, name of the consignee.
  
- (ii) Upon delivery of the Goods, the supplier shall submit to the purchaser and partners the following documents as specified in clause 9.1 of SCC:
  - a) Four Copies (Three copies to the purchaser and one copy to the partner) of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
  - b) Transport receipt/acknowledgment of receipt of goods from the consignee(s); (One copy each to purchaser and partner)
  - c) Two Copies (One copy each to purchaser and partner) of packing list



- identifying the contents of each package;
- d) Manufacturer's/Supplier's warranty certificate (One copy each to purchaser and partner);
- e) Supply, Installation, Commissioning and Stock Certificate by partners specified in clause 9.1 (a) of SCC. (Two copies to purchaser);

The above documents named against Sl. No. (a) to (e), upon delivery and satisfactory commissioning of equipment at field/project office, shall be received in originals by the Purchaser before initiation of payment. If not received, the Supplier will be responsible for any consequences.

(c) CMC period: Shall submit Four Copies (Three copies to the purchaser and one copy to the partner) of the Supplier invoice for CMC period of six months within 15 days after end of respective half yearly term.

The invoice should have self-declaration stating no service calls are received during the invoice period or if the vendor has attended any service during the period he shall submit service reports with certificate of satisfactory completion of CMC call as per the contract from the concerned partner institute to purchaser.

## **12. Incidental Services**

12.1 The following services shall also be covered along with a services furnished under Clause 12.1 and the cost shall be included in the contract price:

- (f) Electrical materials/Essential Civil Works that are required for installation, commissioning of equipment.
- (g) Demonstration satisfying the technical requirements and providing training to the project staff/officials regarding usage of equipment/s.

12.2 Comprehensive Maintenance:

- a. The services furnished during the warranty period as per GCC 14 shall be applicable
- b. to the comprehensive maintenance period mentioned in the contract. The comprehensive maintenance is covered for 25% of the quantity purchased under the contract. The 25% CMC shall cover all locations based on service rendered chronology.
- c. The CMC rate for the additional equipment shall be calculated as per the agreed price schedule of the year in which that equipments comes under CMC during the contract period.
- d. Any equipment added to CMC after exceeding 25%, CMC for such equipment will commence from the date on which it is repaired or replaced as per the contract

conditions and continued to be under CMC up to end of contract period or coterminous with project period including extensions if any.

#### **14. Warranty**

14.3 (a) The supplier shall establish a mechanism for notifying the service calls by the purchaser either through a designated email id or phone no. or both. Supplier shall attend the service calls at the location of equipment within 48 hours after intimation.

14.6 (a) The warranty period shall be 24 months after successful commissioning of equipment at project site.

(b) CMC period shall be 3 (Three) years after completion of warranty period of 24 months.

(c) The purchaser assumes that the entire unit including every part is under the warranty period prescribed by the tenderer if not tenderer shall provide such details in the form 'E'-Details on equipment and spare parts in section-VIII.

#### **15. Payment**

(i) Upon installation and commissioning of equipment's as per the contract and submission of the documents specified in SCC Clause 9.1 (b) (i) & (ii) above; and

(ii) During CMC period: 50 (Fifty) percent of each year CMC cost at the end of each half yearly term within 60 (Sixty) days after the date of satisfactory completion of CMC services during respective half yearly and submission of satisfactory certificate for the same from concerned partners.

#### **23.1 Termination for Default**

23.1 (c) If the tenderer/ supplier / any individual / technical expert / sub-consultant /sub-contractor who has been found at any time of the contract period debarred by the World Bank, as per the latest list of debarred individuals & firms from following weblink

: <https://www.worldbank.org/en/projectsoperations/procurement/debarred-firms-before-submission-of-the-tender>;

#### **27.Settlement of Disputes**

27.2.2. The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a 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, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute

Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

### **31. Notices**

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

Purchaser: The Director, Soil conservation & Watershed Developmentt , Krushi Bhavan, Bhubaneswar-751001.

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

#### **(d) Progress of Supply:**

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

#### **(e) Right to use defective equipment:**

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

**(f) Supplier Integrity:**

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

**(g) Supplier's Obligations:**

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

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

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

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

**(h) Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

## SECTION V: SCHEDULE OF REQUIREMENTS

### PART-I

Schedule No.	Item No.	Brief Description	Unit	Quantity	Delivery Schedule
I		Piezometer – Digital Ground Water level recording with logger & USB Data			1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC  2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	1.1	Supply of Piezometer – Digital Ground Water level recording with logger & USB Data with two years warranty period.	No.	3	
	1.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	3	
	1.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	3	
	1.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	3	
		<b>Total EMD</b>			
II		Theta probe with data logger			1. To be handed over to partner's office 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	2.1	Supply of Theta probe with data logger with two years warranty period.	No.	38	
	2.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	38	
	2.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	38	
	2.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	38	
		<b>Total EMD</b>			

III	Telemetric Automatic weather station			1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	3.1	Supply of Telemetric Automatic weather station with two years warranty period.	No. 7	
	3.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 7	
	3.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 7	
	3.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 7	
<b>Total EMD</b>				
IV	Telematic Rain gauge			1. To be handed over to partner's office 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC9.1 (a)
	4.1	Supply of Telematic Rain gauge with two years warranty period.	No. 31	
	4.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 31	
	4.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 31	
	4.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 31	
<b>Total EMD</b>				
V	Water level monitoring solution			1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	5.1	Supply of Water level monitoring solution with two years warranty period.	No. 33	
	5.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 33	
	5.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 33	
	5.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No. 33	
<b>Total EMD</b>				

VI	TDR with accessible tube			1. To be handed over to partner's office 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)	
	6.1	Supply of TDR with accessible tube with two years warranty period.	No.		6
	6.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		6
	6.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		6
	6.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		6
<b>Total EMD</b>					

VII	Digital current meter				1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	7.1	Supply of Digital current meter with two years warranty period.	No.	5	
	7.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	5	
	7.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	5	
	7.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	5	
<b>Total EMD</b>					
VIII	Resistivity meter				1. To be handed over to partner's office 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	8.1	Supply of Resistivity meter with two years warranty period.	No.	1	
	8.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	1	
	8.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	1	
	8.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	1	
<b>Total EMD</b>					



IX	Digital infiltrometer			1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)	
	9.1	Supply of Digital infiltrometer with two years warranty period.	No.		2
	9.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		2
	9.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		2
	9.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		2
<b>Total EMD</b>					
X	Automatic soil moisture recording station			1.To be handed over to partner's office 2. Delivery in 30 days from date of contract signed by Purchaser at destination partner project sites as per SCC 9.1 (a)	
	10.1	Supply of Automatic soil moisture recording station with two years warranty period.	No.		1
	10.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		1
	10.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		1
	10.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		1
<b>Total EMD</b>					

XI	Lysimeter				1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	11.1	Supply of Lysimeter with two years warranty period.	No.	1	
	11.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	1	
	11.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	1	
	11.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	1	
<b>Total EMD</b>					
XII	Remote silt recorder with automatic Water sampling				1. To be handed over to partner's office 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC9.1 (a)
	12.1	Supply of Remote silt recorder with automatic Water sampling two years warranty period.	No.	4	
	12.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	4	
	12.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	4	
	12.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	4	
<b>Total EMD</b>					

XIII	Double ring infiltrometer				1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	13.1	Supply of Double ring infiltrometer with two years warranty period.	No.	8	
	13.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	0	
	13.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	0	
	13.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	0	
<b>Total EMD</b>					
XIV	Water level indicator (reel type)				1. To be handed over to partner's office 2. Delivery in 90 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)
	14.1	Supply of Water level indicator (reel type) with two years warranty period.	No.	7	
	14.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	0	
	14.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	0	
	14.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.	0	
<b>Total EMD</b>					

XV	Open pan evapormeter			1. To be installed in the field location as specified by partner institutes detailed in clause 9.1(a) of SCC 2. Delivery in 30 days from date of contract signed by purchaser at destination partner project sites as per SCC 9.1 (a)	
	15.1	Supply of Open pan evapormeter with two years warranty period.	No.		31
	15.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		0
	15.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		0
	15.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	No.		0
<b>Total EMD</b>					

**PART -2**

The following Incidental Services are required as per GCC12 (a to e) and SCC12 (f & g)

- (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.
- (f) Electrical materials/Civil Works required for installation, commissioning of equipment.
- (g) Demonstration satisfying the technical requirements and providing training to the project staff/officials regarding usage of equipment/s.

(signature)  
(in the capacity of)

Duly authorized to sign Tender for and on behalf of  
.....

***Note: This form is to be signed by the tenderer and uploaded on the e-procurement portal.***

## SECTION VI - TECHNICAL SPECIFICATIONS AND ITS COMPLIANCE

### Field equipment REWARD

Sr. No.	Name of Item	Specification	Compliance (Yes/No)	Remarks
1	Water level indicator (reel type)	<p>Tape Length: 100 m                      Tape material: PVC coated steel                      Cable size: 10 mm wide x 2 mm thick                      Resolution: mm/cm (marked in red and black colour over white tape)                      Power supply: 9V (rechargeable) with battery charger                      Probe material: Stainless steel                      Probe diameter: 15-20 mm                      Warranty: 2 years                      Comprehensive maintenance: 3 years                      System is equipped with Electronics and the signal must be audible and give light signal.</p> <ul style="list-style-type: none"> <li>- Logger system supported by tape Guide and Hanger to support the meter at the well head to protect the tape from sharp edges on the well casing</li> </ul>		
2	Ground Water Level Recorder with Telemetry	<p>Groundwater Level sensor with SDI-12 output and suitable logger to send data as csv/MS-excel in real time over the FTP Servers, email IDs and SMS configured remotely (Telemetric)                      Sensor Type: Ceramic vented gauge pressure sensor                      Range: 0-50 m                      Resolution: 0.1 cm                      Accuracy: <math>\leq \pm 0.05</math> % FS                      Display: LCD (16 x 2)                      Real Time Clock: Internal with accuracy of 0.0025% or 1 minute in 1 month &amp; leap year compensation                      Clock Format: Month/Day/Year; Hour/Minute/Second                      Logging Interval: 1 min to 24 hrs with facility to program log Start time within next 24 hours                      Memory: USB Insertion flash drive memory of 16 GB                      Storage Capacity: 50,000 time and date stamped data points or better                      Communication Port: RS232/ USB                      Battery: 12V SMF Battery with integral solar charging kit                      Housing: Stainless Steel (AISI 316L) with proper seals and protections (IP68) including suitable cable jacket                      Installation and Commissioning                      Warranty: 2 years                      Comprehensive maintenance: 3 years                      Water Level Loggers Software compactable with</p>		

		Microsoft's Windows 7/ 8/10 compatibility		
3	Double Ring Infiltrometer	<p>Dia of inner ring: 28-32 cm  Dia of outer ring: 55-60 cm  Height: 25-30 cm  Ring thickness: 3-5 mm  Ring material: Stainless steel with sharp cutting edge  Impact absorbing hammer (Steel) with nylon cups  Measuring rod (mm calibration) with float  Measuring bridge  Driving plate (Galvanized steel)  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
4	Automatic Weather Station with Telemetry	<p>Telemetry Data Logger - RTDs, 0 - 20 mA/ 9 to 28 V DC  <b>Ambient Temperature&amp;Relative Humidity</b> with radiation shield - 1Relative humidity measurement  <b>Wind Sensors</b> (Wind speed &amp; Wind direction)- Wind Speed - Measuring range: 0 to 50 m/s or more  <b>Rain gauge Sensor</b> (Rainfall)- Tipping bucket rain gauge/potted magnetic momentary contact reed switch, Resolution: 0.5 mm or less  <b>Solar Radiation Sensor</b> (Pyranometer) with bracket-ISO 9060:2018 Class C, ISO 9060:1990 Second Class  <b>Soil moisture sensor</b>- Range: VWC: 0% VWC to saturation,  <b>Soil temperature sensor</b>- Measurement range -40 to 70°C, Accuracy <math>\pm 1^\circ\text{C}</math>, Resolution 0.1°C  <b>Environmental Enclosure:</b> (Metal Enclosure)- Data Logger and Metal Enclosure, SPD for communication side of datalogger,  Mounting Hardware &amp; Protection devices- 3 meter Mounting Pole/Mast Stainless steel  <b>Data Transmission:</b> Can send data as csv/MS-excel in real time over the FTP/cloud Servers, email IDs and SMS configured remotely  <b>Solar Power Pack</b>- Solar power pack (40W panel, 42Ah battery, charge controller, enclosure, AC to DC Power Adapter, MCB, mounting accessories, 5m cables for solar panel to battery and 10m battery to data logger or better)  Installation and Commissioning  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
5	TDR with Access tube	<p>Portable, profile soil moisture sampler using TDR/FDR principle  Penetration depth (probe length): up to 160 cm  Soil moisture measurement range: Oven dry to saturation  Radial sphere of influence: 10 cm from the outside wall</p>		

		<p>of the access tube  Sensor/probe diameter: 30-60 cm  Number of access tubes with top cap assembly and expandable bung and cutting edge: 100  Diameter of access tube: 30-70 cm  Accuracy:  Length of access tube: &gt; 160 cm  Regular auger: 47 mm and 53 mm  Auger extension – 0.5 m x 2, and 1.0 m x 1  Data logging device: Having inbuilt memory for data storage, Portable with clear display, along with software and full standard license  Accessories:  Expandable bung tightening tool; Access tube cleaning tool – rag and brush; Regular T-handle; Tommy bar (2 sets); Access tube bailer; Tube extraction tool; Auger cleaning tool; Tool bag to suit auger kit; Tool bag to suit tripod kit; Dolley – Nylon and heavy duty; Tripod anchor pin; Tripod base plate; Auger centralization poly guide; Access tube installation tripod and Normalization container  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
6	Open Pan Evaporimeter	<p>Pan size: 1.22 x 0.255 m (diameter x height)  Accuracy: 0.1 mm  Material: Copper sheet of thickness 1.0 ±0.1 mm point gauge and stilling well made from brass  Measuring cylinder material: Clean cast seamless acrylic plastic acrylic plastic sheet  Bottom plate thermometer clamp: Brass  Platform: Woodenframe of 15 cm  (As per IS : 5973-1970 )  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
7	Portable LAI Probe/ Plant Canopy analyser	<p>Specifications :  Automatic Instant Display of: LAI, PAR average and ALL individual sensor readings  Screen: Sunlight readable  Operating system: Windows/Android  Active area 1m x 13 mm wide,  Sensor spacing: 15.6 mm  Spectral response: 400 - 700 nm (PAR)  Measurement time: 120 ms  Maximum reading:2500 <math>\mu\text{mol.m}^{-2}.\text{s}^{-1}</math>  Resolution :0.3 <math>\mu\text{mol.m}^{-2}.\text{s}^{-1}</math>  Linearity: better than 1%  Accuracy :± 10%  Analogue output :1 mV per <math>\mu\text{mol.m}^{-2}.\text{s}^{-1}</math>  Serial interface: RS232/ USB</p>		



		<p>Environmental: IP65, 0 - 60°C working temp  Power: 4 x AA Alkaline cells (lifetime up to 3 year)  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
8	Automatic Soil Moisture Recoding Station	<p>Measurement: Volumetric water content  Accuracy: <math>\pm 0.04 \text{ m}^3 \cdot \text{m}^{-3}</math> (4%) or better  Measurement range: 0 to <math>0.6 \text{ m}^3 \cdot \text{m}^{-3}</math>  Salinity range: 50 to <math>400 \text{ mS} \cdot \text{m}^{-1}</math>  Temperature range: 0 to 40°C  Power requirement: 5.5 to 15V  Logger/Meter compatibility: DL6, DL2e, HH2, CR Basic type logger (CR850, 1000, 3000, etc.) with data downloading facility  Should come with telemetric data transmission system  Should be supplied with suitable length for connection with data logger in a standalone station (preferably more than 5 m)  The standalone system should be supplied with suitable solar power system  Installation and Commissioning  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
9	Digital Infiltrometer	<p>Base: 20 cm  Hand vacuum pump for use with tension infiltrometer  Metal ring of 20 cm dia  20 cm dia infiltration plate  Should be easy to assemble and dismantle during field use  Provision for manual and automatic data logging  Create tensions between 0 and -33 cm water  Should be supplied with compatible data logger  Diameter and length of water reservoir and bubble tower should be sufficient for long measurement times with different soil types  The system calibration process should be well documented in the well-developed user manual  Should be supplied with advanced industrial grade kit box (Carrying case) with all supporting accessories required for field application  Sufficient spares should be provided with the system for wear and tear parts  The system should be manufactured with high performance polycarbonate and acrylic materials  Mesh screen membranes should be made up of high durable materials for withstanding high corrosive soils  Demonstration: By the manufacturer/ authorized dealer  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
10	Theta Probe	<p>Measurement: Volumetric water content</p>		

	with data logger	<p>Accuracy: <math>\pm 0.01 \text{ m}^3 \cdot \text{m}^{-3}</math> or better  Soil moisture measurement range: 0 to <math>1.0 \text{ m}^3 \cdot \text{m}^{-3}</math>  Salinity capability: 50 to <math>500 \text{ mS} \cdot \text{m}^{-1}</math>  Temperature range: <b>0 to 40°C</b>  Display: 2 line x 16 character or better  Readings stored: 1,500 or higher  Battery life: 4500 readings or better  Configuration: By Keypad  Communication options for data download: RS232 / USB  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
11	Remote Silt Recorder With Automatic Water Sampling	<p>Permanent installation at remote locations to monitor siltation  Automatic operation  Measure the silt in suspension and sedimentation directly as grams/litre  System having inbuilt recorder to record data with time and provision to upload data to cloud based server  Provision to access data from any place using smart phone or through internet in MS Excel or .CSV Format.  Computer communication port, On site local display, Long cable for remote observation and Weather proof covering  Power: 12 V DC with battery and battery charger  Installation and Commissioning  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
12	Digital Current Meter	<p>As per IS: 3910-1992  Current meter material: Brass, chrome plated  Sensor type: 6 cup wheel contact every one revolution  Operating Range: 0.1to 3.5 m/s  Accuracy: up to 0.3 m/s; 1% full scale, for velocities&gt;0.3m/s;0.5% full scale  Contact chamber: Magnetic or Fiber Optic  Dimension: Bucketwheel diameter: 127 mm; Buket diameter: 50 mm  Rates spin test: &gt;75 second  Suspension wading rodlength: 1.20 m with graduation in cm  Connectioncable with DVI-V1: 10 m  Fish weight: 10 kg  Suspension cable: 10 m  Instrument oil, Cleaning Cloths, Screw Drivers, Calibration certificate Chart, Tie/suspension bar for fish weight, Screw Driver etc.  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
13	Telemetric	<p>Sensor Type: Tipping bucket of 0.5 mm with data logger</p>		

	rain gauge	<p>Display: 16 x 2 LCD display  Internal storage: At least 1 year data  Data download: USB  Data transfer: Through GSM/GPRS telemetry system  Power: Solar system with battery back up  Installation and Commissioning  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
14	Resistivity Meter	<p>Input power source: 24V rechargeable batteries  Power output: 180 W 350 V automatic voltage selection  Potential measuring range: Microprocessor based unit with measurement resolution of 10 micro volts  Range selection: Automatic  Resistance range: 10-5 to 104 ohms  Self potential cancellation: Automatic  Dynamic range: 15 bits  Data averaging: Upto 16 cycles  Input impedance: 1 Mega Ohm  Accuracy: <math>\pm 1\%</math>  Interaction with the system: User friendly menu operation with 6x5 feather touch key pad and 20x4 Alphanumeric LCD  Output: Date, Time, Display of Electrode spacing, Resistance, Apparent Resistivity and Longitudinal Conductance  Data transfer: To any windows based PC through USB port  Depth of penetration: 500 m or better  Protection: Protected against circuit overloads  Error Signals: Poor Current and Potential electrode grounding and Discontinuity  Warranty: 2 years  Comprehensive maintenance: 3 years</p>		
15	Water level monitoring solution	<p>Capable of monitoring time vs stage and discharge data  Modular configuration  Submersible level sensor: 0-50 m</p> <ul style="list-style-type: none"> <li>• Pressure range: 0-50 m WC</li> <li>• Overload: 200% F.S</li> <li>• Accuracy: <math>\leq \pm 0.1\% F.S \leq \pm 0.15\% F.S \leq \pm 0.25\% F.S</math></li> <li>• Power supply: 12-30 V DC</li> <li>• Protection: IP65</li> </ul> <p>Communication option: GSM/4G/Wi-Fi/Ethernet  24x7 data access  Integrated software: web based, android based  Alerts: SMS, E-mail, data in tabular and graphical format  Installation and Commissioning</p>		

		Warranty: 2 years Comprehensive maintenance: 3 years		
16	Water Level Logger	Sensor material: Stainless steel (316L) Sensor: Pressure sensor piezo resistive ceramic with thermal compensation Measurement range: 0-10 m Accuracy: ±0.50 cm Resolution: 0.06 cm Capable of recording date and time, and water level Memory: 72,000 measurements or better Battery life: 10 years or better Sample interval: ½ second to 99 hours Sample method: fixed interval Communication:USB/RS232 Warranty: Minimum two year Extended warranty: 3 years with AMC		

***Note: this form is to be signed by the tenderer and uploaded on the e-procurement portal.***

## SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2 (a) and (b) of ITT)

1. (a) (i) For OEM, the tenderer must have manufactured, tested and supplied the equipment (s), similar to the type specified in the 'Schedule of Requirements' up to at least 80% (However, it will be 40% with respect to micro and small enterprise) of the quantity required in any one of the last 5 years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20 (2 years for the micro and small enterprise). The equipment's offered for supply must be of the most recent series models incorporating the latest improvements in design.
- (b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
  1. the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
  2. the tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 80% of the quantity similar to the type specified in the Schedule of Requirements in any one of the last five years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.
2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.
3. Manufacturer's Authorization form for each equipment separately
4. Technical Specifications and Its Compliance form for each equipment separately

***Note: This Form is to be completed and signed by the tenderer and uploaded on the e-procurement portal.***

**SECTION VIII:**  
**(A) TENDER FORM**

**Date:**.....

**IFT No:**.....

**To:**

The Director  
Directorate of Soil Conservation and  
Watershed Development Krushi  
Bhawan, Keshri Nagar Bhubaneswar -  
751001

**Dear Sir / Madam,**

Having examined the Tender 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 tender documents for the sum of Rs. as mentioned in the financial folder of the e-procurement portal or such other sums as may be ascertained in accordance with the Schedule of Prices Activity form to be submitted after opening of the financial folder.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our tender 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 attend by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, 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 understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this ..... day of ..... 19 .....

*(signature)*

*(in the capacity of)*

Duly authorized to sign Tender for and on behalf of

---

***Note: This Form is to be completed and signed by the tenderer and uploaded on the e-procurement portal.***

## (B) PRICE SCHEDULE ACTIVITY

Schedule No.	Item No.	Brief Description	Quantity	Price for each Unit					Total Price 4x9
				Ex-factory /Ex-warehouse/Ex-showroom/off the shelf	Excise duty if any	Inland transportation ,demonstration, training and other local costs incidental to delivery, Installation & Commissioning	GST payable if contract awarded	Unit Price (5+6+7+8)	
1	2	3	4	5	6	7	8	9	10
<b>Hydrology Monitoring Equipments with CMC</b>									
<b>I</b>	<b>Piezometer – Digital Ground Water level recording with logger &amp;USB Data</b>								
	1.1	Piezometer – Digital Ground Water level recording with logger &USB Data with two years warranty period.	3						
	1.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	3						
	1.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	3						
	1.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	3						
<b>Total</b>									
<b>II</b>	<b>Theta probe with data logger</b>								
	2.1	Theta probe with data logger with two years warranty period.	38						
	2.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	38						



	2.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	38						
	2.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	38						
<b>Total</b>									
III	<b>Telemetric Automatic weather station</b>								
	3.1	Telemetric Automatic weather station with two years warranty period.	7						
	3.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	7						
	3.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	7						
	3.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	7						
<b>Total</b>									
IV	<b>Telematic Rain gauge</b>								
	4.1	Telematic Rain gauge with two years warranty period.	31						

	4.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	31						
	4.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	31						
	4.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	31						
	<b>Total</b>								
V	<b>Water level monitoring solution</b>								
	5.1	Water level monitoring solution with two years warranty period.	33						
	5.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	33						
	5.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	33						
	5.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	33						
	<b>Total</b>								
VI	<b>TDR with accessible tube</b>								

	6.1	TDR with accessible tube with two years warranty period.	6						
	6.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	6						
	6.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	6						
	6.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	6						
	<b>Total</b>								
VII	<b>Digital current meter</b>								
	7.1	Digital current meter with two years warranty period.	5						
	7.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	5						
	7.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	5						
	7.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	5						
	<b>Total</b>								

VIII	<b>Resistivity meter</b>								
	8.1	Resistivity meter with two years warranty period.	1						
	8.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
	8.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
	8.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
	<b>Total</b>								
IX	<b>Digital infiltrrometer</b>								
	9.1	Digital infiltrrometer with two years warranty period.	2						
	9.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	2						
	9.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	2						
	9.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	2						
	<b>Total</b>								

X	<b>Automatic soil moisture recording station</b>								
	10.1	Automatic soil moisture recording station with two years warranty period.	1						
	10.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
	10.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
10.4		Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
	<b>Total</b>								
XI	<b>Lysimeter</b>								
	11.1	Lysimeter with two years warranty period.	1						
	11.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
	11.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	1						
	11.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied	1						

		goods.							
	<b>Total</b>								
XII	<b>Remote silt recorder with automatic Water sampling</b>								
	12.1	Remote silt recorder with automatic Water sampling two years warranty period.	4						
	12.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	4						
	12.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	4						
	12.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	4						
	<b>Total</b>								
XIII	<b>Double ring infiltrometer</b>								
	13.1	Double ring infiltrometer with two years warranty period.	8						
	13.2	Third Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	0						

	13.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	0						
	13.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	0						
	<b>Total</b>								
<b>XIV</b>	<b>Water level indicator (reel type)</b>								
	14.1	Water level indicator (reel type)with two years warranty period.	7						
	14.2	Third Year – Comprehensive Maintenance Charges (CMC) for supplied goods.	0						
	14.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	0						
	14.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	0						
	<b>Total</b>								
<b>XV</b>	<b>Open pan evapormeter</b>								
	15.1	Open pan evapormeter with two years warranty period.	31						
	15.2	Third Year – Comprehensive Maintenance Charges (CMC) for	0						

	supplied goods.							
15.3	Fourth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	0						
15.4	Fifth Year - Comprehensive Maintenance Charges (CMC) for supplied goods.	0						
<b>Total</b>								

**Note:**

- 1. It is mandatory to quote for all items in a schedule. Further, the tender can quote for either one or both the schedule.**
- 2. The unit cost mentioned in the column No.9 shall be quoted in the financial bid details sheet in e-procurement portal.**
- 3. The price schedule activity form shall not be uploaded in technical documents. If uploaded such tender is liable for rejection.**
- 4. For all purpose, if any discrepancies between the price mentioned in the e procurement portal and the price mentioned above form, the price mentioned in the e procurement portal shall be considered as final.**

Note: In case of discrepancy between unit price and total price, the unit price will prevail

Total tender price in Rs (Words).....  
.....

Signature of Tenderer .....

Name and address: .....

**Note: This Form is to be completed and signed by the tenderer and shall be submitted within 5 days after opening of financial bid.**



## (C) POWER OF ATTORNEY

(On Rs. 200/- stamp paper)

**Date:** .....

**To:**

The Director  
Directorate of Soil Conservation and  
Watershed Development, Krushi  
Bhawan, Keshri Nagar Bhubaneswar -  
751001

**Sir/Madam,**

I / We, ..... Authorized to represent M/s.....(Name and full address of registered office) do hereby authorize Mr. / Ms..... to sign and submit the tender against your IFT [ title and reference number of the Invitation for Tenders]. All the terms and conditions including undertakings submitted by him / her are binding on us.

*For and on behalf of M/s.....  
Authorised Signatory*

*(Signature)*

*Name:.....*

*Designation:.....*

**Note: This Form is to be completed and uploaded on the e-procurement portal.**

## (D) AFFIDAVIT/DECLARATION

(On Rs. 200/- stamp paper)

**To:**

The Director  
Directorate of Soil Conservation and  
Watershed Development, Krushi  
Bhawan, Keshri Nagar Bhubanesawr -  
751001

**A. General**

I / We, ..... Who is / are Authorized to sign and submit the tender against your IFB [ title and reference number of the Invitation for Tenders] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
  - ii. any of our personnel, representatives, sub-consultants, sub-contractors, suppliers, suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
  - iii. indemnify and compensate the Purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
  - iv. Our firm / company, M/s.....are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.
2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the Purchaser/tenderer including rejection of our tender, annulment of contract and blacklisting.

B. I /We\_\_\_\_\_declare that:

- i. My /our firm/ Company/Society/Trust/Organization has not been debarred/blacklisted by any Central Government/ State Government/Govt. Departments and/or Agency such as UN/bilateral/multi-lateral funding/partner Agency and corporate including CPSEs, at any time for services of any description.
- ii. Our firm has been legally compliant by all laws, regulations and provisions made by Government of India / any State Governments.
- iii. Our firm has not been listed as debarred by the World Bank as per Weblink: <https://www.worldbank.org/en/projectsoperations/procurement/debarred>
- iv. I have read and understood the terms and conditions relevant to the notification no.\_\_\_\_\_dated\_\_\_\_\_and submitted the Request for Proposal application in accordance with the terms and conditions of the above referred notification.
- v. The information furnished in the tentative terms of reference are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found to be incorrect and not factual at any point of time of the department will have right to initiate any action deemed fit.

Authorized signatory for the tenderer

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

***Note: This Form is to be completed and uploaded on the e-procurement portal.***

## (E) DETAILS ON EQUIPMENT AND SPARE PARTS

1. Name of the Equipment: \_\_\_\_\_
2. Make and Model: \_\_\_\_\_
3. County of Origin: \_\_\_\_\_
4. Information, Catalogue, Brochure, Drawings Attached: YES/NO (Mention the items provided)
5. Available source, current price of spare parts and specific tools if any related to equipment.

### 5 (i) Double Ring Infiltrometer

Sl. No.	Name of the Spare parts, Tools & Softwares	Available Source (Authorised)	Covered under Warranty (Yes/No)

Note: This information is for estimating the maintenance cost in feature and not for evaluation.

### 5 (ii) Water level Indicator (Reel Type)

Sl. No.	Name of the Spare parts, Tools & Softwares	Available Source (Authorised)	Covered under Warranty (Yes/No)

### 5 (iii) Piezometer -Digital Ground Water Level recording with logger and USB data transfer

Sl. No.	Name of the Spare parts, Tools & Softwares	Available Source (Authorised)	Covered under Warranty (Yes/No)

**5 (iv) Theta probe with data logger**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (v) Telematric automatic Weather Station**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (vi) Telematric Rain Gauge**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (vii) Water level Monitoring Solution**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (viii) Open Pan Evaporimeter**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (ix) TDR with accessible tube**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (x) Digital current meter**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (xi) Resistivity meter**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (xii) Digital Infiltrimeter**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

**5 (xiii) Automatic Soil moisture recording station**

<b>Sl. No.</b>	<b>Name of the Spare parts, Tools &amp; Softwares</b>	<b>Available Source (Authorised)</b>	<b>Covered under Warranty (Yes/No)</b>

5 (xiv) Lysimeter

Sl. No.	Name of the Spare parts, Tools & Softwares	Available Source (Authorised)	Covered under Warranty (Yes/No)

5 (xv) Remote silt recorder with automatic water sampling

Sl. No.	Name of the Spare parts, Tools & Softwares	Available Source (Authorised)	Covered under Warranty (Yes/No)

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

***Note: This Form is to be completed and uploaded on the e-procurement portal.***

**(E) PRO-FORMA FOR CERTIFICATE BY PURCHASER/REPRESENTATIVE AFTER SATISFACTORY SUPPLY, INSTALLATION, COMMISSIONING, TRAINING, TRIAL RUN AND STOCK**

**To,**

The Director  
Directorate of Soil Conservation and  
Watershed Development, Krushi  
Bhawan, Keshri Nagar Bhubanesawr -  
751001

**Sub:** Certificate of Satisfactory Supply, Installation, Commissioning, Training, Trial run and Stock of the supplied Goods/Software.

1. This is to certify that the Equipment/Software as detailed below has/have been received in good condition along with all the standard and special accessories and a set of spares in accordance with the Contract/Specifications.

A. Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

B. Description of the Equipment: \_\_\_\_\_  
\_\_\_\_\_

C. Make & Model \_\_\_\_\_

D. Sl. No. \_\_\_\_\_

E. Quantity : \_\_\_\_\_

F. Warranty certificate received: YES/No

G. Inspection Test Report Received : YES/NO

H. Rail/Roadways Receipt No. \_\_\_\_\_ dated \_\_\_\_\_

I. Name of the consignee \_\_\_\_\_

J. Essential tools kit, Operation & Maintenance Manual, Broacher etc. Received: YES/NO

K. Stock Book \_\_\_\_\_ Page No. \_\_\_\_\_  
dated \_\_\_\_\_

2. Details of accessories/spares yet to be supplied and recoveries to be made on that account.

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



3. List of spare parts/software supplied equipment not covered under the warranty periods.

Sl. No.	Name of the Spare parts, Tools & Softwares	Available Source (Authorised)	Covered under Warranty (Yes/No)

4. The installation, demonstration and commissioning of above mentioned equipment has been done after trial run to our entire satisfaction and trained following staff (Name and Designation) to operate the plant.

Sl. No.	Name	Designation

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

***Note: This form is for the information only. It is not to be filled and submitted / uploaded along with the tender. Further, this form shall be submitted duly filled along with tax invoice for payment.***

## SECTION IX: CONTRACT FORM

### 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 goods viz., (*Brief Description of Goods and Goods*) and has accepted a tender by the Supplier for the supply of those goods and goods 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 Tender Form and the Price Schedule activity form submitted by the Tenderer;
  - (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 goods 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 goods 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 goods 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	DELIVERY TERMS
	<b>TOTAL VALUE:</b>				

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the .....said  
 (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

Said  
 ..... (For the Supplier)

in the presence of:.....

# SECTION X: PERFORMANCE SECURITY BANK GUARANTEE FORM

To,

The Director  
Directorate of Soil Conservation and  
Watershed Development, Krushi  
Bhawan, Keshri Nagar, Bhubanesawr -  
751001

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated,.....20 ..... to supply ..... (Description of Goods and Goods) 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 technical 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 : Proforma for Performance Statement for the last Five years

(Please see Clause 11.2 (b) of the Instructions to Tenders)

IFT No..... Date of Opening..... Time ..... Hours

Name of the Firm: .....

Orders placed by (Full address of Purchaser with contact No. & email ID)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the goods/equipment been satisfactorily functioning. (Attach a Work order without masking the price and Certificate of satisfactorily functioning from the Purchaser)
1	2	3	4	5	6	7

Signature and Seal of the Tenderer:

## SECTION XII:- MANUFACTURERS' AUTHORIZATION FORM\*

(Please see Clause 11.2(a) of Instructions to Tenderers)

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

Dated:

To,

The Director  
Directorate of Soil Conservation and  
Watershed Development, Krushi  
Bhawan, Keshri Nagar, Bhubanesawr -  
751001

Dear Sir:

IFT No.

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

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. *(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 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

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 Tenderer in its tender.**

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

## **SECTION XIII-PROFORMA FOR EQUIPMENT AND QUALITYCONTROL EMPLOYED BY THE MANUFACTURER**

**IFT NO.** ..... **DATE OF OPENING:**.....  
**NAME OF THE TENDERER:** .....

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

1. Name & full address of the Manufacturer
  - (a) Telephone Office/Factory/Works
  - (b) Telex No. Office/Factory/Works
  - (c) Telegraphic address :
2. Location of the manufacturing factory.
3. Details of Industrial License, wherever required as per statutory regulations.
4. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
5. Details of the process of manufacture in the factory.
6. Details & stocks of raw materials held.
7. Production capacity of item(s) quoted for, with the existing Plant & Machinery
  - 7.1 Normal
  - 7.2 Maximum
8. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
9. Details of staff:
  - 9.1 Details of technical supervisory staff in charge of production & quality control.
  - 9.2 Skilled labour employed.
  - 9.3 Unskilled labour employed.
  - 9.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
10. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
11. Is the Manufacturer 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 theManufacturer

**SECTION XIV**

**Model Bank Guarantee Format for furnishing EMD  
(Ref. Para 21)**

Whereas .....(hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of ..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No. ....

KNOW ALL MEN by these presents that WE .....of .....having our registered office at ..... are bound unto .....(hereinafter called the “Purchaser) in the sum of ..... for which payment will 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 tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - (b) Fails or refuses to accept/execute the contract.

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 de to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.



This guarantee will remain in force up to and including 45 days after the period of validity and any demand in respect thereof should reach the Bank not later than the above data.

Our .....branch at .....(Name & Address of the .....\*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....  
Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.

