**Infrastructure Development Investment Program for Tourism (Project 3)**  
**Uttarakhand [IDIPT- Uttarakhand]**

**Date:** 28th December - 2015  
**ICB Invitation for Bids No.:** IDIPT (UK)/T3/ICB/G/02/R1/2014-15  
**ICB Package No:** UK/IDIPT/III/GEN/02  
**ICB Contract Name:** Development of Tourist Safety and Management System  
**Deadline for Submission of Bid:** 22nd February - 2016

1. India as the “Borrower” has received a loan from the Asian Development Bank (ADB) towards the cost of *Infrastructure Development Investment Program for Tourism* [Project 3]. Part of this loan will be used for eligible payments under the Contract named above. Uttarakhand Tourism Development Board (UTDB), Department of Tourism, Government of Uttarakhand, the Implementing Agency is the “Purchaser” and invites International Competitive Bids (ICB) in sealed covers from eligible bidders for the “Procurement of Goods and Allied Works”, on Item Rate Contract as described below;

   **Schedule I:** Supply of Equipments, as detailed in Schedule of Supply, section VI of the Bid Document;  
   **Schedule II:** Ancillary Services, as detailed in Schedule of Supply, section VI of the Bid Document;

2. To be qualified under this package, the Bidder should as a minimum meet the following minimum requirement (relevant supporting documents need to be attached with the bid):

<table>
<thead>
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<th>Sr. No.</th>
<th>Qualifying Criteria</th>
<th>Minimum Value (INR)</th>
<th>Minimum Value (US$)</th>
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<tr>
<td>1.</td>
<td>General experience for Supply of Goods and Services</td>
<td>Not Less than 5 years</td>
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<td>2.</td>
<td>Average annual Supply of Goods and Services turnover for the last three years</td>
<td>Equal to or more than INR 171.60 Million</td>
<td>Equal to or more than US$ 2.64 Million</td>
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<td>3.</td>
<td>Should have completed at least any one of the following three requirements;</td>
<td>Not less than</td>
<td></td>
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<tr>
<td>a)</td>
<td>One similar works during the last 7-10 years, of value</td>
<td>INR 137.30 Million</td>
<td>US$ 2.11 Million</td>
</tr>
<tr>
<td>b)</td>
<td>Two similar works during the last 7-10 years, of value</td>
<td>INR 85.80 Million</td>
<td>US$ 1.32 Million</td>
</tr>
<tr>
<td>c)</td>
<td>Three similar works during the last 7-10 years, of value</td>
<td>INR 68.64 Million</td>
<td>US$ 1.06 Million</td>
</tr>
<tr>
<td>4.</td>
<td>Cash Flow</td>
<td>INR 21.45 Million</td>
<td>US$ 0.33 Million</td>
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However, for complete eligibility and qualification requirements refer to Section 3: Evaluation and Qualification Criteria of the bidding document.

3. **International Competitive Bidding (ICB)** will be conducted in accordance with ADB’s “Two -Stage, Two-Envelope” (2S2E) Bidding Procedure and is open to all Bidders from eligible source countries of ADB. (refer Section V)

4. The Bidding Documents in English language may be purchased on submission of a written application to “The Program Director, IDIPT (Uttarakhand)” at the address given below, on payment of a non-refundable fee of INR 9,000 (Indian Rupees Nine thousand only) or US$ 150.00 (USD One Hundred Fifty only) between 10.00 hrs to 17.00 hrs from 28th December - 2015 to 21st February – 2016, excluding Holidays.

   (a) Bidders who wish to receive the documents by courier, shall have to pay INR 3,000 (Indian Rupees Three Thousand only) for delivery within India or USD 50 (US Dollar Fifty only) for
delivery outside India, in addition to the non-refundable document fee. The Purchaser will not be responsible for any damage / loss in transit and / or late delivery.
(b) The Bidding Documents may also be downloaded from the Tourism Department website: www.uttarakhandtourism.gov.in

5. Interested Bidders may inspect the Bidding Document and obtain further information from “Office of the Program Director, IDIPT (Uttarakhand)” as per contact details provided, below.

6. In all cases, payment of document fee shall be made by Demand Draft, drawn in favour of “Program Director, Infrastructure Development Investment Program for Tourism”, payable at Dehradun (Uttarakhand, India). In case the Bidding Document is downloaded from the website, the document fee has to be paid along with the Bid as a separate instrument other than that of Bid security.

7. Bids shall be delivered at the address below at or before 15:00 hours on 22nd February - 2016. Technical bid must be accompanied by a Bid Security in requisite form, for an amount as indicated in ITB 21.1 of Bid Data Sheet of section 2 of the Bid document. Bids received after due time and date of submission and without the Bid Security shall be rejected. Technical bids of the Bidders will only be opened on the same day at 15:30 Hrs in the presence of the Bidders’ representatives who choose to attend the meeting.

8. In the first stage the technical proposals will be evaluated and in the second stage, the qualified bidders will be asked to submit Modified Bid Proposal. Financial Proposal of the qualified Bidders only, will be opened along with the Modified Bid Proposal. Date of opening of the Original Financial Proposal and Modified Bid Proposal will be intimated later.

9. The Purchaser will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids.

10. Bidders are encouraged to visit the site, before the pre-bid meeting / submission of bid. A site visit will be organized by the Employer, on 16th January - 2016 at 10:00 Hrs. but no reimbursement will be made to the prospective bidders.

11. Pre-bid meeting will be held at Office of the Program Director (at the address provided below) at 15:00 hours on 18th January - 2016. Bidders interested in participating in the bids are advised to attend the same. The Purchaser will not be held responsible for any damage, injury/death of the participants during site visit or otherwise. The Purchaser will only provide permission for site visit by the Bidders/their Representatives. However, the interested Bidders are requested to intimate the details of the members who intend to visit site and participate Pre-Bid Meeting for providing arrangements by the Purchaser well in advance.

12. Any “Corrigendum” and / or “Addendum”, Clarification (sought by bidders in the Pre-Bid Meeting), if any issued will only be updated in the website of the “Purchaser” as mentioned above.

Mr. Asheesh Joshi
The Program Director,
Infrastructure Development Investment Program for Tourism,
State of Uttarakhand IDIPT (Uttarakhand),
Uttarakhand Tourism Development Board (UTDB)
Pandit Deendayal Upadhyaya Paryatan Bhawan,
Dehradun, Uttarakhand – 248001, India
Tel: +91-135-2559987, Fax: +91-135-2559988
Email: utdb.pmu@gmail.com>, Website:www.uttarakhandtourism.gov.in
Uttarakhand Tourism Development Board
Government of Uttarakhand

Infrastructure Development Investment Program for Tourism (Project 3)
ADB LOAN No. 3223 – IND

BIDDING DOCUMENT (REBID - 1)
For
Procurement of Goods
For
Development of Tourist Safety and Management System
(Two Stage - Two Envelope Bidding Procedure)

Volume 1-Technical Bid

Issued on : 28th December - 2015
Invitation for Bid No. : IDIPT (UK)/T3/ICB/G/02/R1/2014-15
Package No. : UK/IDIPT/III/GEN/02

Employer : Uttarakhand Tourism Development Board (UTDB)

Represented by:
The Program Director
Program Management Unit (PMU),
Uttarakhand Tourism Development Board
Pandit Deendayal Upadhyya Paryatan Bhawan,
Near ONGC Helipad, Garhi Cantt. Dehradun – 248003.

Country : India
Preface

This Bidding Document for Procurement of Goods has been prepared by Uttarakhand Tourism Development Board and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, dated September 2010.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.
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VOLUME – II: PRICE BID
# Section I. Instructions to Bidders

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General

1. Scope of Bid

1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply (SS). The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the BDS.

1.2 Throughout this Bidding Document:

(a) the term “in writing” means communicated in written form with proof of receipt;

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

(c) “day” means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “the ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued.

2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by the ADB in accordance with the terms and conditions of the financing agreement between the Borrower and the ADB (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

2.3 The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken
under Chapter VII of the Charter of the United Nations.

3. **Corrupt Practices**

ADB’s Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will sanction a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended
from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1(c) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB Sub-Clause 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(a) all parties to the JV shall be jointly and severally liable; and

(b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
4.3 ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under ADB's Anticorruption Policy. In pursuance of ADB's Anticorruption Policy’s requirement that Borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics. ADB will take appropriate actions, which include not financing of the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

1. have the same legal representative for purposes of this Bid; or

(c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(d) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

(e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed or ADB-
supported project while under sanction by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such sanction was directly imposed by ADB, or imposed by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Goods and Related Services

5.1 All goods and related services to be supplied under the Contract and financed by the ADB, shall have as their country of origin an eligible country of the ADB (see Section V, Eligible Countries).

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

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

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

5.5 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the
form included in Section V, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s country.

**Contents of Bidding Document**

### 6. Sections of the Bidding Document

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

#### PART 1 Bidding Procedures
- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

#### PART 2 Supply Requirements
- Section VI. Schedule of Supply

#### PART 3 Contract
- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

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

6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

### 7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for
substitution of Bids as specified in ITB Sub-Clause 24.1. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.4.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 24.4

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 At the first stage, Bidders shall submit simultaneously two sealed envelopes, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope. Initially only the Technical Proposals will be opened at the date and time
specified in ITB Sub-Clause 27.1. The Price Proposals shall remain sealed and will be held in custody by the Purchaser.

11.2 The Technical Proposals are evaluated and, if the Purchaser requires amendments or changes to the Technical Proposals, such amendments and changes are discussed with the Bidders. Bidders shall be given the opportunity to modify their Bids by adjusting their Technical Proposals and their Price Proposals to conform to the same acceptable technical standard and meet the technical solution required by the Purchaser. Bidders will be advised of the agreed acceptable technical standard in accordance with ITB Clause 8.

11.3 At the second stage, after evaluation of Technical Proposals in accordance with ITB Sub-Clause 11.2, Bidders shall be invited to submit a Modified Bid Proposal consisting of a Revised Technical Proposal and a Supplementary Price Proposal. The Supplementary Price Proposal must only contain the changes in price resulting from the changes needed to meet the agreed technical standard. The original Price Proposals and the Modified Bid Proposals will be opened in public at a date and time to be advised in writing by the Purchaser.

The Technical Proposal shall contain the following:

(a) Technical Proposal Submission Sheet;

(b) Bid Security, in accordance with ITB Clause 21;

(c) Alternative Technical Proposal, if permissible, in accordance with ITB Clause 13;

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;

(e) documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to bid;

(f) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(g) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Document;
(h) documentary evidence in accordance with ITB Clause 19 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted; and

(i) any other document required in the BDS.

11.4 The Price Proposal shall contain the following:

(a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) Alternative Price Proposals corresponding to the alternative Technical Proposals, if permissible, in accordance with ITB Clause 13; and

(c) any other document required in the BDS.

11.5 At the second stage, Modified Bid Proposals shall be submitted as described in ITB Sub-Clause 11.3, upon the written request of the Purchaser. This second stage submission shall contain the following:

(a) The Modified Bid Proposal Submission Sheet;

(b) the applicable Supplementary Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(c) the Revised Technical Proposal

(d) any Alternative Supplementary Price Proposals corresponding to Alternative Technical Proposals, if permissible, in accordance with ITB Clause 13; and

(e) any other document required in the BDS.

12. Bid Submission Sheets and Price Schedules

12.1 The Bidder shall submit the Technical Proposal, the Price Proposal, and the Modified Bid Proposal using the appropriate Submission Sheets furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit, as part of the Price Proposal and Modified Bid Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

13. Alternative

13.1 Unless otherwise indicated in the BDS, alternative bids
14. Bid Prices and Discounts

The prices and discounts quoted by the Bidder in the Price Proposal Submission Sheet and in the Modified Bid Proposal Submission Sheet shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3

14.3 The Modified Bid Proposal Submission Sheet should only indicate the changes in price as quoted in the Price Proposal Submission Sheet resulting from the changes to the Technical Proposal. Bidders should note that, if the Purchaser, during the evaluation of the Price Proposals considers that the changes in price are unrealistic in comparison with the original Price Proposal, the Bid is liable to be rejected.

14.4 The Bid price shall be the total of the price quoted in the Price Proposal Submission and the price quoted in the Modified Bid Proposal Submission Sheet, excluding any discounts offered.

14.5 The Bidder shall quote any unconditional discounts and the methodology for their application in the Price Proposal Submission Sheet and/or the Modified Bid Proposal Submission Sheet.

14.6 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

14.7 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to
contract on any of the terms offered:

(a) For Goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;

(ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) For Goods offered from outside the Purchaser's country:

(i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS.

(iii) the total price for the item.

(c) For Related Services:

(i) the local currency cost component of each item comprising the Related Services; and

(ii) the foreign currency cost component of each item comprising the Related Services,

inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.8 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to
variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.9 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Price Proposal Submission Sheet and/or Modified Bid Proposal Submission Sheet the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the Price Proposals and Modified Bid Proposals for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

(a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser’s country.

(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser’s currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall:

(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and

(b) if the Bidder is an existing or intended JV in accordance with ITB Sub-Clause 4.1, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document
shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

17. Documents Establishing the Eligibility of the Goods and Related Services

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

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal and, if required, as part of its Revised Technical Proposal, the documentary evidence specified in Section VI, Schedule of Supply and any amendment thereof issued in accordance with ITB Clause 8.

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

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

19. Documents Establishing the Qualifications of the Bidder

19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.

19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the
Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s country.

19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser’s Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period specified in the BDS commencing with the deadline of submission of the Technical Proposals and Price Proposals as prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid except in accordance with ITB Sub-Clause 11.3.

21. Bid Security

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a Bid Security as specified in the BDS. In the case of a Bid Security, the amount shall be as specified in the BDS.

21.2 If a Bid-Securing Declaration is specified pursuant to ITB 21.1 the Bidder shall use the form included in Section IV, Bidding Forms.

21.3 The Bid Security shall be, at the Bidder’s option, in any of the following forms:

(a) a bank guarantee;

(b) an irrevocable letter of credit; or

(c) a cashier’s or certified check.

all from a reputable bank from an eligible country. In
case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

21.4 If a bid Security is required in accordance with ITB Sub-Clause 21.1, any Technical Proposal not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.2, shall be rejected by the Purchaser as nonresponsive.

21.5 The Bid Security of an unsuccessful Bidder shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB 43 and ITB Clause 44.

21.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

21.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
   (a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 20.1, except as provided in ITB Sub-Clauses 20.2 and 27.7; or
   (b) if the successful Bidder fails to:
       (i) sign the Contract in accordance with ITB Clause 43;
       (ii) furnish a Performance Security in accordance with ITB Clause 44; or
       (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

21.8 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 16.1.

22. Format and Signing of

22.1 At the first stage, the Bidder shall prepare one original of the Technical Proposal and one original of the Price
Bid

Proposal as described in ITB Clause 11 and clearly mark each “ORIGINAL - TECHNICAL PROPOSAL” and “ORIGINAL - PRICE PROPOSAL”. In addition, the Bidder shall submit copies of the Technical Proposal and the Price Proposal, in the number specified in the BDS and clearly mark them “COPY NO.... - TECHNICAL PROPOSAL" and “COPY NO.... - PRICE PROPOSAL”. In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 At the second stage, Bidders shall prepare one original of the Modified Bid Proposal as described in ITB Clause 11 and clearly mark it “ORIGINAL – MODIFIED BID PROPOSAL”. In addition, the Bidder shall submit copies of the Modified Bid Proposal, in the number specified in the BDS, and clearly mark them “COPY NO.... - MODIFIED BID PROPOSAL”. In the event of any discrepancy between the original and the copies of the Modified Bid Proposal, the original shall prevail.

22.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid.

22.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1 At the first stage, the Bidder shall enclose the original of the Technical Proposal, the original of the Price Proposal, and each copy of the Technical Proposal and each copy of the Price Proposal, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL PROPOSAL”, “ORIGINAL - PRICE PROPOSAL” and “COPY NO... - TECHNICAL PROPOSAL” and “COPY NO.... - PRICE PROPOSAL”, as appropriate. These envelopes containing the original
and the copies shall then be enclosed in one single envelope.

23.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clauses 24.1; and

(c) bear the specific identification of this bidding process indicated in the BDS.

23.3 In addition, envelopes shall bear the following warnings:

(a) outer envelopes holding the Technical Proposals and Price Proposals, not to open before the date and time for the opening of Technical Proposals, in accordance with ITB Sub-Clause 27.1;

(b) inner envelopes containing the Technical Proposals, not to open before the date and time for the opening of Technical Proposals, in accordance with ITB Sub-Clause 27.1; and

(c) inner envelopes containing the Price Proposals, not to open until the opening of Modified Bid Proposals, in accordance with ITB Sub-Clause 27.9.

23.4 At the second stage, the Bidder shall enclose the original of the Modified Bid Proposal, and each copy of the Modified Bid Proposal, including Modified Bid Proposals for alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL – MODIFIED BID PROPOSAL” and “COPY NO.... - MODIFIED BID PROPOSAL”, as appropriate. These envelopes containing the original and the copies of the Modified Bid Proposal shall then be enclosed in one single envelope.

23.5 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.2;

(c) bear the specific identification of this bidding process indicated in the BDS;
Section I. Instructions to Bidders

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

23.7 Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 22 and 23, with the inner envelopes marked in addition “ALTERNATIVE NO….”, as appropriate.

24. Deadline for Submission of Bids

24.1 Technical Proposals and Price Proposals must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

24.2 Modified Bid Proposals must be received by the Purchaser at the address and no later than the date and time advised by the Purchaser.

24.3 The address, the closing date, and closing time for the submission of Modified Bid Proposals will be advised in writing by the Purchaser at the end of the first stage when inviting Modified Bid Proposals in accordance with ITB Sub-Clause 11.3, after review and evaluation of the Technical Proposals has been completed.

24.4 The Purchaser may, at its discretion, extend the deadlines for the submission of Technical Proposals and Price Proposals and/or Modified Bid Proposals by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any Technical Proposal, Price Proposal, or Modified Bid Proposal that arrives after the respective deadlines prescribed by the Purchaser for submission of Technical Proposals, Price Proposals, or Modified Bid Proposals in accordance with ITB Sub-Clauses 24.1 and 24.2. Any Technical Proposal, Price Proposal, or Modified Bid Proposal received by the Purchaser after the respective deadlines for submission shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal of

26.1 A Bidder may withdraw its Technical Proposal and Price
Bids

Proposal or Modified Bid Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.3. The Withdrawal Notice must be:

(a) submitted in accordance with ITB Clauses 22 and 23, except that Withdrawal Notices do not require copies and, in addition, the respective inner and outer envelopes shall be clearly marked “WITHDRAWAL”; and

(b) received by the Purchaser prior to the respective deadlines prescribed by the Purchaser for submission of Technical Proposals and Price Proposals, and Modified Bid Proposals.

26.2 Technical Proposals, Price Proposals, and Modified Bid Proposals that are withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No Bid shall be withdrawn in the interval between the deadline for submission of Modified Bid Proposals and the expiration of the period of bid validity specified in ITB Clause 20.1 or any extension thereof except as provided for in ITB Sub-Clause 20.2

27.Bid Opening

27.1 At the first stage, the Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, and at the address, date and time specified in the BDS. If the Technical Proposal and the Price Proposal are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Proposal may be immediately resealed for later evaluation.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding Technical Proposal and Price Proposal shall not be opened, but returned to the Bidder. No Technical Proposal and Price Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at the opening of Technical Proposals.

27.3 All remaining envelopes holding the Technical Proposals and Alternative Technical Proposals, if permissible in
accordance with ITB Clause 13, shall be opened one at a time, and the following read out and recorded:

(a) the name of the Bidder; and

(b) any other details as the Purchaser may consider appropriate.

Only Technical Proposals and Alternative Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal or alternative offer. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

27.5 Technical Proposals which are generally responsive to the minimum operating and performance requirements as laid out in Section VI, Schedule of Supply shall then be discussed between the Bidder concerned and the Purchaser in accordance with ITB Sub-Clause 11.1.

27.6 After such discussions, at the second stage the Purchaser will invite Bidders who have submitted substantially responsive Technical Proposals, and who have been determined as being qualified for award to prepare and submit Modified Bid Proposals. The address, the closing date, and the closing time for the submission of such Modified Bid Proposals will be advised in writing by the Purchaser in accordance with ITB Sub-Clause 24.2.

27.7 Bidders not wishing to change their Technical Proposals may withdraw from the bidding process and their Price Proposals will be returned unopened.

27.8 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document.

27.9 The Purchaser shall conduct the opening of Price Proposals and Modified Bid Proposals in the presence of
Bidders’ representatives who choose to attend at the address, date and time specified by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals and Modified Bid Proposals. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.

27.10 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelopes containing the corresponding Price Proposals and Modified Bid Proposals shall not be opened, but returned to the Bidder. No Price Proposal and Modified Bid Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at the opening of Price Proposals and Modified Bid Proposals.

27.11 All remaining envelopes holding the Price Proposals and Modified Bid Proposals shall be opened one at a time and the following read out and recorded:

(a) the name of the Bidder;
(b) Prices, including any discounts and alternative offers as quoted in the Price Proposal Submission Sheet; and
(c) Supplementary Prices, including any discounts and alternative offers quoted in the Modified Bid Proposal Submission Sheet; and
(d) any other details the Purchaser may consider appropriate.

Only discounts and alternative offers read out and recorded at the opening of Price Proposals and Modified Bid Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of the Price Proposals and Modified Bid Proposals.

27.12 The Purchaser shall prepare a record of the opening of Price Proposals and Modified Bid Proposals that shall include, as a minimum: the name of the Bidder, the Price and Supplementary Price (per lot if applicable), any discounts, and alternative offers. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all
### Evaluation and Comparison of Bids

**28. Confidentiality**

28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

**29. Clarification of Bids**

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

**30. Responsiveness of Bids**

30.1 After submission of the Modified Bid Proposal, the Purchaser’s determination of the responsiveness of a Bid is to be based on the contents of the Bid itself.

30.2 A substantially responsive Bid is one that conforms without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:

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

(b) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

(c) if rectified after opening of Price Proposals and Modified Bid Proposals would unfairly affect the competitive position of other Bidders presenting substantially responsive Revised Technical Proposals.

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

### 31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

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

31.3 Provided that a Bid is substantially responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals and Supplementary Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

31.4 Provided that the Bid is substantially responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals and Supplementary Price
Proposals on the following basis:

(a) 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the Price Proposals and Modified Bid Proposals to confirm that all documents and technical documentation requested in Sub-Clause 11.3 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm, following the opening of the Price Proposals and Modified Bid Proposals, that the following documents and information have been provided. If any of these documents or information is missing, the offer shall be rejected.

(a) Price Proposals and Modified Bid Proposals Submission Sheets, including:

(b) Revised Technical Proposal

(c) Price Schedules and Supplementary Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(d) written confirmation of authorization to commit the Bidder; and
### 33. Examination of Terms and Conditions; Technical Evaluation

| 33.1 | The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |
| 33.2 | The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 11 and 18, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Document and all amendments or changes requested by the Purchaser in accordance with ITB Clause 8, have been met without any material deviation or reservation. |
| 33.3 | If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Revised Technical Proposal is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid. |

### 34. Conversion to Single Currency

| 34.1 | For evaluation and comparison of Price Proposals and Supplementary Price Proposals, the Purchaser shall convert all prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS. |

### 35. Margin of Preference

| 35.1 | Unless otherwise specified in the BDS, a margin of preference shall not apply. |

### 36. Evaluation of Bids

| 36.1 | The Purchaser shall evaluate Price Proposals and Supplementary Price Proposals of each Bid for which the Revised Technical Proposal has been determined to be substantially responsive. |
| 36.2 | To evaluate a Price Proposal and Supplementary Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted. |
| 36.3 | To evaluate a Price Proposal and Supplementary Price Proposal, the Purchaser shall consider the following: |
|   (a) | the Price quoted in the Price Proposal; |
|   (b) | the Supplementary Price quoted in the Modified Bid Proposal; |
(c) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;

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

(e) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

36.4 In the calculation of the evaluated cost of the Bids, the Purchaser shall exclude and not take into account:

(a) in the case of Goods and Related Services offered from within the Purchaser’s country, all sales tax and all other taxes, applicable in the Purchaser’s country and payable on the Goods if the Contract is awarded to the Bidder;

(b) in the case of Goods and Related Services offered from outside the Purchaser’s country, all customs duties, sales tax, and other taxes, applicable in the Purchaser’s country and payable on the Goods if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.5 The Purchaser’s cost evaluation of a Bid may require the consideration of other factors, in addition to the Prices quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be as indicated in Section III, Evaluation and Qualification Criteria.

36.6 If this Bidding Document allows Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Price Proposal Sheet Submission Sheet and/or Modified Bid Submission Sheet, is as specified in Section III, Evaluation and Qualification Criteria.

37. Comparison

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in
Section I. Instructions to Bidders

38. Postqualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 19, and in accordance with the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder’s qualification.

38.3 An affirmative determination shall be a prerequisite for further consideration of the Technical Proposal in accordance with ITB Sub-Clause 11.1. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Proposal to the Bidder.

39. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Award of Contract

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

40.2 A Bid shall be rejected if the qualification criteria as specified in Section III, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated bid to make a similar reassessment of that Bidder’s capabilities to perform satisfactorily.

41. Purchaser’s Right to Vary

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of...
Quantities at Time of Award

Goods and Related Services specified in Section VI, Schedule of Supply provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

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

42.3 The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement and the Special Conditions of Contract.

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

44. Performance Security

44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.
44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
## Section II. Bid Data Sheet

### A. Introduction

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th>The number of the Invitation for Bids is: IDIPT (UK)/T3/ICB/G/02/R1/2014-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The Purchaser is <strong>Department of Tourism, State of Uttarakhand, India</strong></td>
</tr>
<tr>
<td>ITB 1.1</td>
<td>The name of the ICB is: <strong>Development of Tourist Safety and Management System (TSMS)</strong></td>
</tr>
<tr>
<td></td>
<td>The identification number of the ICB is: <strong>UKIDIPT/III/GEN/02</strong></td>
</tr>
<tr>
<td></td>
<td>The number and identification of lots comprising this ICB is: <strong>One</strong></td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The Borrower is: <strong>India</strong></td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The name of the Project is: <strong>Infrastructure Development Investment Program for Tourism, Uttarakhand (Project - 3) (ADB Loan No. 3223 - IND)</strong></td>
</tr>
<tr>
<td>ITB 4.1</td>
<td>The individuals or firms in a joint venture, consortium or association, <strong>shall be</strong>, jointly and severally liable.</td>
</tr>
<tr>
<td>ITB 5.5</td>
<td>The Bidder is required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorized to supply, in the Purchaser's country, the Goods indicated in its Bid.</td>
</tr>
</tbody>
</table>

### B. Bidding Document

<table>
<thead>
<tr>
<th>ITB 7.1</th>
<th><strong>Pre-bid meeting for clarification purposes only</strong>: Will be held on <strong>18th January - 2016 at 15:00 Hrs</strong> at;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>the Employer’s address is:</td>
</tr>
<tr>
<td></td>
<td>Attention: Program Director,</td>
</tr>
<tr>
<td></td>
<td>Program Management Unit (PMU),</td>
</tr>
<tr>
<td></td>
<td>Uttarakhand Tourism Development Board</td>
</tr>
<tr>
<td></td>
<td>Street Address: Pandit Deendayal Upadhaya Paryatan Bhawan,</td>
</tr>
<tr>
<td></td>
<td>Near ONGC Helipad, Garhi Cantt.</td>
</tr>
<tr>
<td></td>
<td>Floor/Room number: 1st Floor</td>
</tr>
<tr>
<td></td>
<td>City: Dehradun, PIN Code:248003</td>
</tr>
<tr>
<td></td>
<td>Country: India</td>
</tr>
</tbody>
</table>
Telephone: Tel: +91-135-2559987,  
Facsimile number: +91-135-2559988  
Electronic mail address: utdb.pmu@gmail.com,  
Website: [www.uttarakhandtourism.gov.in](http://www.uttarakhandtourism.gov.in)

### C. Preparation of Bids

**ITB 10.1**  
The language of the Bid is: **English**

**ITB 11.4 (i)**  
The Bidder shall submit with its Technical Proposal the following additional documents. All accompanied documents shall be translated in English, if documents are in language other than English and shall be Notarized:

1. Certificate of Registration of the Bidder  
2. Last three Financial Year's Audited Financial Statements.  
3. Manufacturer's Authorization in the name of Bidder for supplying of goods, Technical Specifications and published literature / pamphlet, Warranty period in respect of:
   1. a) RFID tags;  
   2. b) Tracker and Repeater Poles,  
   3. c) Equipments to be mounted on poles,  
   4. d) Small Solar Panel,  
   5. e) Equipment for Busses and Cars,  
   6. f) Camera,  
   7. g) Any other additional item of goods;  
4. iv) Approach & Methodology for execution of related services  
5. v) Name of Sub-contractor/s if any  
6. vi) Proposed Supervisory Personnel with their CVs  
7. vii) Proposed Commissioning schedule of Plants  
8. viii) Work Plan in Bar Chart  
9. ix) Organization Set up  
10. x) CV of Key human resource proposed for Operation of the infrastructure for 10 (Ten) years.

**ITB 11.5 (c)**  
The Bidder shall submit with its Price Proposal the following additional documents: **Detailed Break-up of the Quoted Price for each item of Goods, clearly mentioning The Base Price and all Excise/Customs Duties including additional duties, Insurances, Taxes/levies.**
| ITB 11.5 (e) | The Bidder shall submit with its Modified Bid Proposal the following additional documents: **Detailed Break-up of the Quoted Price for each item of Goods**, clearly mentioning **The Base Price and all Excise/Customs Duties including additional duties, Insurances, Taxes/levies**. |
| ITB 13.1 | Alternative Bids **will not be** permitted. |
| ITB 14.6 | The Incoterm edition is: **INCOTERMS® 2010** |
| ITB 14.7 (b) (i) | For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the following Incoterm: **CIF (Destinations are detailed in Section 6 of the Bid Document)** |
| ITB 14.7 (b) (ii) | In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser’s country using the following Incoterm: **NA** |
| ITB 14.8 | The prices quoted by the Bidder shall be: **Fixed** |
| ITB 15.1 (a) | The currency of the Bid shall be: in INR plus 3 convertible currencies of bidders ‘choice. |
| ITB 19.2 | The Bidder is required to include with its bid, **Manufacturer’s Authorisation**. |
| ITB 19.3 | The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser’s country. |
| ITB 20.1 | The bid validity period shall be **120** days. |
| ITB 21.1 | A Bid Security **is** required. |
| **The Bid Security shall be in any of the following forms:** | |
| (a) An unconditional irrevocable bank guarantee in format given in section 4 of the bidding document | |
| (b) Fixed deposit receipts pledged in favour of “Program Director, Infrastructure Development Investment Program for Tourism”, payable at Dehradun (Uttarakhand, India). | |
| All from a reputable bank in India. The institution issuing the Security is located outside India, shall have a correspondent Financial Institution located in the territory of India to make it enforceable. | |
| The amount and currency of the Bid Security shall be **INR 3.40 Million / US$ 50,000**. | |
| “The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the name of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 16.1” | |
### D. Submission and Opening of Bids

<table>
<thead>
<tr>
<th>ITB 22.1</th>
<th>In addition to the original of the Bid, the number of copies is: <strong>Two</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 22.2</td>
<td>In addition to the original Modified Bid Proposal, the number of copies is: <strong>Two</strong></td>
</tr>
</tbody>
</table>
| ITB 22.3       | The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: **Any one of the following:**  
(a) **Power of Attorney** (in case the Bidder is a partnership or a sole proprietorship or a joint venture),  
(b) **Board Resolution** (in case the Bidder is a corporation),  
(c) **Letter of Authorization, written on the Bidder’s letterhead** (in case the Bidder is a partnership, sole proprietorship or a joint venture). |
| ITB 23.2 (c)   | The identification of this bidding process is: **IDIPT (UK)/T3/ICB/G/02/R1/2014-15** |
| ITB 23.5 (c)   |                                                                         |
| ITB 24.1       | For **bid submission purposes** only, the Purchaser’s address is:  
Attention: Program Director,  
Program Management Unit (PMU),  
Uttarakhand Tourism Development Board  
Street Address: Pandit Deendayal Upadhya Paryatan Bhawan,  
Near ONGC Helipad, Garhi Cantt.  
Floor/Room number: - 1st Floor  
City: Dehradun, PIN Code:248003  
Country: India  
Telephone : Tel: +91-135-2559987,  
Facsimile number: : +91-135- 2559988  
Electronic mail address: utdb.pmu@gmail.com>,  
Website: www.uttarakhandtourism.gov.in |
| ITB 24.1       | **The deadline for bid submission is:**  
**Date:** 22\textsuperscript{nd} **February - 2016**,  
**Time:** 15:00 Hrs |
| ITB 27.1       | **The bid opening shall take place at:**  
Program Director,  
Program Management Unit (PMU), |
<table>
<thead>
<tr>
<th>Uttarakhand Tourism Development Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address: Pandit Deendayal Upadhyay Paryatan Bhawan,</td>
</tr>
<tr>
<td>Near ONGC Helipad, Garhi Cantt, Dehradun - 248003</td>
</tr>
<tr>
<td>Country: India</td>
</tr>
<tr>
<td>Date: 22nd February - 2016, Time: 15:30 Hrs</td>
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</tbody>
</table>

### E. Evaluation, and Comparison of Bids

**ITB 34.1**
The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Indian Rupees (INR)**.
The source of selling exchange rate shall be: **Reserve Bank of India**
The date for the selling exchange rate shall be: **28 days prior to the deadline for submission of bids**.

**ITB 35.1**
A margin of preference **shall not** apply.

### F. Award of Contract

**ITB 41.1**
The percentage by which quantities may be increased is: **10%**
The percentage by which quantities may be decreased is: **10%**
## Section III. Evaluation and Qualification Criteria

### Table of Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Qualification Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope</td>
<td>Financial Criteria</td>
</tr>
<tr>
<td>Multiple Contracts</td>
<td>Experience Criteria</td>
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<tr>
<td>Technical Criteria</td>
<td>Supply Capacity</td>
</tr>
<tr>
<td>Economic Criteria</td>
<td>Litigation History</td>
</tr>
<tr>
<td>Margin of Preference</td>
<td></td>
</tr>
</tbody>
</table>
Evaluation Criteria

1. Scope

1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section VI, Schedule of Supply, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN THE PURCHASER’S COUNTRY provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF price.

1.2 Minor Omissions or Missing Items

Pursuant to Sub-Clause 31.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

The cost of minor omissions or missing items in the scope of supply, services, etc. will be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment, if needed, will be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming Bids, using the price equal to the highest price quoted for the same item by the other Bidders.

2. Multiple Contracts: Not Applicable

3. Technical Criteria

This being a Two Stage Two Envelope (2S2E) bid, the bidders are expected to come up with their own Technical Proposal and Specification to ensure attainment of the Purchasers’ requirement and goal for the project.

4. Economic Criteria

4.1 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 16.1, are not permitted.
4.2 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section VI, Schedule of Supply, are **not permitted**

4.3 Operating and Maintenance Costs: This is a Design – Build – Operate – Transfer bid as per ADB Two stage Two Envelope (2S2E) system. The Bidder is to design a tailor-made solution to ensure attainment of the “Purchaser’s Requirement” as mentioned Section VI of the bid document, operate the system for 10 years and maintain the system for 9 years. Thus, the O&M cost as quoted by the bidders will be considered for Bid Evaluation. This being a Two Stage Two Envelope (2S2E) bid, the Bidder will propose in detail all the Technical issues of the O&M process and necessary relevant specifications in the O&M Manual, including the description, quantity of spare parts and consumables, to be needed for operation of 10 years and maintenance of 9 years.

4.4 Spare Parts/Consumable: Neither Spare parts nor consumables will be considered for Bid Evaluation

4.5 Performance and Productivity of the Goods: will not be considered for Bid Evaluation

5. **Margin of Preference:** Not Applicable
Qualification Criteria

1 Size of Operation

The Bidder and / or his associates shall meet the following criteria:

A) Turn Over: Average Annual turnover of the Bidder over the preceding 3 (Three) years shall be as detailed below;
   (i) INR 171.60 Million / US$ 2.64 Million or more in case of sole bidder,
   (ii) In case of Consortium, each partner shall meet the turn over requirements in the proportion of their participation share in the consortium.

[The Bidder need to furnish a statement of his experience in Supply of Goods and Services for similar works, supported with necessary documents.]

2 Contractual Experience

(A) The Bidder and / or his associates must have experience of having successfully completed works of similar nature and complexity, fulfilling at least one of the following three criteria;

a. Cost of one similar completed contracts during the last 7-10 (Seven to Ten) years not less than INR 137.30 million / US$ 2.11Million each or,

b. Cost of two similar completed contracts during the last 7-10 (Seven to Ten) years not less than INR 85.80 million / US$ 1.32 Million each or,

c. Cost of three similar completed contract during the last 7-10 (Seven to Ten) years not less than INR 68.64 million / US$ 1.06 Million each.

The Bidder should furnish the following documents to substantiate his bid;

1. Details of the contracts indicating therein; the name and number of the contracts, completion date and contract value.

2. Completion Certificate issued by the Purchaser.

3 Technical Experience

Goods, Proposed by the Bidder (in their Technical Bid), have been in production for at least 5 years and a minimum of two times the number units of the proposed Goods have been sold and have been in operation satisfactorily for at least 5 years. The bidder will attach required document which can certify that the above mentioned two issues.

4 Production Capacity

Minimum supply and/or production capacity required to assure that the Bidder is capable of supplying the type, size, and quantity of the Goods, is as detailed below;
Section III. Evaluation and Qualification Criteria

a) Bidder should have annual **Supply Capacity** of similar type, size, of goods (as proposed by the Bidder), equal to **two times** the total proposed quantity of the contract.

The bidder will attach required document which can certify that Bidder has the required supply capacity.

**5 Financial Position:**

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three Financial Years (2011-12, 2012-13, 2013-14). The Bidder is to submit audited statements of their financial turnover / accounts for the last three (3) years, along with its bid. Where necessary the Purchaser will make enquiries with the Bidder's Bankers. Bidder's net worth for the current year should be positive.

**6 Cash-flow Capacity:**

The Bidder must demonstrate access to, or Availability of or access to, financial resources in form of working capital such as liquid assets, lines of credit from a reputed Bank, and other financial means, other than any contractual advance payments taking into account the Bidder's commitments for other contracts to meet the cash-flow requirement as under:-

(i) The minimum amount of liquid assets and / or credit facilities (Cash Flow) to be made available for the project under consideration shall not be less than INR 21.45 Million / US$ 0.33 Million

(Note: The Bidders shall provide with their bids an un-conditional and irrevocable commitment of financing from their Bankers with the validity for the entire construction/execution period including extension / delays, etc. Each partner of Consortium shall meet the working capital requirement in the proportion of their participation in the consortium.)
### Section IV. Bidding Forms

#### Table of Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal Submission Sheet</td>
<td>2</td>
</tr>
<tr>
<td>Price Proposal Submission Sheet</td>
<td>4</td>
</tr>
<tr>
<td>Modified Bid Proposal Submission Sheet</td>
<td>5</td>
</tr>
<tr>
<td>ABSTRACT OF BID PRICE</td>
<td>7</td>
</tr>
<tr>
<td>Price Schedule For Goods To Be Offered From Within The Purchaser's Country</td>
<td>8</td>
</tr>
<tr>
<td>Price Schedule For Goods To Be Offered From Outside The Purchaser's Country</td>
<td>9</td>
</tr>
<tr>
<td>Price Schedule For Related Services To Be Offered From Outside And Within The Purchaser's Country</td>
<td>10</td>
</tr>
<tr>
<td>Bank Guarantee</td>
<td>12</td>
</tr>
<tr>
<td>Manufacturer’s Authorization</td>
<td>13</td>
</tr>
</tbody>
</table>
Technical Proposal Submission Sheet

Date: XX/XX/XXXX
ICB No.: UKIDIPT/III/GEN/02
Invitation for Bid No.: IDIPT (UK)/T3/ICB/G/02/R1/2014-15
Alternative No.: _______________________________________________________________________

To: ___________________________________________________________________________________

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: ________________________________

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: as detailed in Section 6 of the Bid Document.

(c) Our Bid shall be valid for a period of 120 days from the date fixed as deadline for the submission of Technical and Price Proposals in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10% percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries ____________________________;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB;

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

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
(j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name ____________________________________________
In the capacity of ____________________________________
Signed __________________________________________________________________
Duly authorized to sign the Bid for and on behalf of ________________________
Date ____________________________________________________________________
Price Proposal Submission Sheet

Date: XX/XX/XXXX
ICB No.: UKIDIPT/III/GEN/02
Invitation for Bid No.: IDIPT (UK)/T3/ICB/G/02/R1/2014-15
Alternative No.: 

To:

_______________________________________________________________________

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: ________________________________

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: as detailed in Section 6 of the Bid Document.

(c) The total Price for our original Technical Proposal, excluding any discounts offered in item (d) below is: ________________________________

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

(e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
</table>

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

(f) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name ________________________________________________________________

In the capacity of ____________________________________________________________

Signed _________________________________________________________________

Duly authorized to sign the Bid for and on behalf of ____________________________

Date ________________________________________________________________
Modified Bid Proposal Submission Sheet

Date: XX/XX/XXXX
ICB No.: UKIDIPT/III/GEN/02
Invitation for Bid No.: IDIPT (UK)/T3/ICB/G/02/R1/2014-15
Alternative No.: 

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: as detailed in Section 6 of the Bid document.

(c) We have enclosed the requested Revised Technical Proposal and Supplementary Price Proposal representing the required amendments and changes as agreed during the bid clarification meetings.

(d) The total Supplementary Price, excluding any discounts offered in item (f) below is:

The above total Supplementary Price represents only changes to the original Price Proposal resulting from the revisions to the original Technical Proposal.

(e) Due to revisions to the original Technical Proposal, discounts offered in the original Price Proposal and the methodology for their application need to be amended as follows: __________________________(If none, indicate “no amendments required.”)

(f) Due to the revisions to the original Technical Proposal, commissions, gratuities, or fees paid or to be paid with respect to the bidding process or execution of the Contract as indicated in the original Price Proposal need to be amended as follows:

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
</table>

(If none, indicate “no amendments required.”)
(g) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name ________________________________

In the capacity of ________________________________

Signed ________________________________

Duly authorized to sign the Bid for and on behalf of ________________________________

Date ________________________________
**ABSTRACT OF BID PRICE**

Date: XX/XX/XXXX  
Package No.: UK/IDIPT/III/GEN/02  
ICB No.: IDIPT - IDIPT (UK)/T3/ICB/G/02/R1/2014-15

Name of Bidder ________________________________

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Amount (INR) / (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost of Goods to be offered from within the Purchaser’s Country.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Total of Col 7)</td>
<td></td>
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<tr>
<td>2.</td>
<td>Cost of Goods to be offered from outside the Purchaser’s Country.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Total of Col 7)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cost of related services to be offered from outside and within the Purchaser’s Country.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Provisional Sum</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Bid Price</strong></td>
<td><strong>Total Bid Price</strong></td>
</tr>
</tbody>
</table>

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

---

Bidding Document for IDIPT (UK)  
Contract Packages No.: UKIDIPT/III/GEN/02
## Price Schedule For Goods To Be Offered From Within The Purchaser's Country

Name of Bidder _____________________ IFB Number ______________ Page ___ of ___

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Country of Origin</th>
<th>Domestic Value Added in Percent</th>
<th>Quantity and Unit of Measurement</th>
<th>Unit Price EXW</th>
<th>Total EXW Price per item</th>
<th>Sales and Other Taxes Per Item</th>
<th>Total Price per Item including Taxes</th>
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</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

### Total Amount

5 x 6

7 + 8

### Notes:

- **Column 4:** In accordance with margin of preference ITB Clause 35, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
- **Column 6:** Incoterm in accordance with ITB Clause 14, Currency in accordance with ITB Clause 15
- Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and sales and other taxes already paid on previously imported items.
- **Column 8:** Payable in the Purchaser’s country if Contract is awarded

Name
In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date __

---

Bidding Document for IDIPT (UK) Contract Packages No.: UKIDIPT/III/GEN/02
## Price Schedule For Goods To Be Offered From Outside The Purchaser's Country

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Country of Origin</th>
<th>Quantity and Unit of Measurement</th>
<th>Unit Price CIF (…) or CIP (…)</th>
<th>Unit Price FOB (…) or FCA (…)</th>
<th>Total Price CIF or CIP per Item</th>
<th>Total Price FOB or FCA per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
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<td>8</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

- **Notes:**
  - Column 5 and 6: Incoterm in accordance with ITB Clause 14, Currency in accordance with ITB Clause 15
  - Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.
  - The Purchaser shall use its best efforts to enable the supplier to benefit from any tax savings it is entitled to by issuing, an Essentiality Certificate under GOI notification No. 108/95 and 84/97 which will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty on Plant and Materials which are to be supplied. The Certificate will be issued in the format indicated in Section 9, which certifies the estimated quantities of Materials that are to be supplied. The responsibility for obtaining any such exemptions from a Competent Authority will remain with the supplier/Contractor and the Purchaser shall not in any way be responsible for admissibility of the claims or eligibility of the supplier/Contractor. The bidders are also advised to familiarize themselves with local tax laws such as VAT, and statutory taxes such as Income Tax, Service Tax, Applicable Cess / Surcharges, etc.

Name ____________________________________________
In the capacity of _______________________________________
Signed ________________________________________________
Duly authorized to sign the Bid for and on behalf of ________________________________
Date ________________________________________________

Bidding Document for IDIPT (UK)                                   Contract Packages No.:UKIDIPT/III/GEN/02
### Price Schedule For Related Services To Be Offered From Outside And Within The Purchaser’s Country

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Country of Origin</th>
<th>Quantity and Unit of Measurement</th>
<th>Unit Price</th>
<th>Total Price per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation and Finalisation of Detailed Project Report</td>
<td></td>
<td></td>
<td></td>
<td>(a) Foreign Currency</td>
</tr>
<tr>
<td>2</td>
<td>Design, Testing of Software for TSMS</td>
<td></td>
<td></td>
<td>(b) Local Currency</td>
<td>(a) Foreign Currency</td>
</tr>
<tr>
<td>3</td>
<td>Construction of Ancillary Works</td>
<td></td>
<td></td>
<td>(b) Local Currency</td>
<td>(a) Foreign Currency</td>
</tr>
<tr>
<td>4</td>
<td>Installation Testing and Commissioning of TSMS</td>
<td></td>
<td></td>
<td>(b) Local Currency</td>
<td>(a) Foreign Currency</td>
</tr>
<tr>
<td>5</td>
<td>Operation of installed Equipments (For 10 Years)</td>
<td></td>
<td></td>
<td>(b) Local Currency</td>
<td>(a) Foreign Currency</td>
</tr>
<tr>
<td>6</td>
<td>Maintenance of installed Equipments (For 9 Years)</td>
<td></td>
<td></td>
<td>(b) Local Currency</td>
<td>(a) Foreign Currency</td>
</tr>
<tr>
<td>7</td>
<td>Spare parts / Consumables as required (For 9 Years)</td>
<td></td>
<td></td>
<td>(b) Local Currency</td>
<td>(a) Foreign Currency</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amount</th>
</tr>
</thead>
</table>

Total Amount

---

Bidding Document for IDIPT (UK)  
Contract Packages No.: UKIDIPT/III/GEN/02
Notes:
Column 5 and 6: Currencies in accordance with ITB Clause 15

Prices are to be quoted inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser’s country and payable on the Related Services, if the Contract is awarded to the Bidder

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date
Bank Guarantee

Bank’s Name, and Address of Issuing Branch or Office

Beneficiary: Name and Address of Employer

Date: .................................................................

Bid Security No.: .................................................................

We have been informed that . . . . name of the Bidder. . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . . . . . (hereinafter called "the Bid") for the execution of . . . . . . . . . Name of contract . . . . . . . . . under Invitation for Bids No. . . . . . . . . ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . name of Bank. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . . . . . amount in figures . . . . . . . . . (. . . . . . . . . amount in words . . . . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or

(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days (28) after the expiration of the Bidder’s bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

.................................. Bank’s seal and authorized signature(s) ..................................
Manufacturer’s Authorization

Date: XX/XX/XXXX
ICB No.: UKIDIPT/III/GEN/02
Invitation for Bid No.: IDIPT (UK)/T3/ICB/G/02/R1/2014-15
Alternative No.: 

To: ________________________________________________

WHEREAS___________________________________________________ who are official manufacturers of __________________________________________________ having factories at _______________________________________________________________ do hereby authorize ____________________________________________________ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us ______________________________ and to subsequently negotiate and sign the Contract.

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

Name _______________________________________

In the capacity of: __________________________________________

Signed _________________________________________________

Duly authorized to sign the Authorization for and on behalf of ______________________

Date ___________________________________________________
### Section V. Eligible Countries

List of Eligible Countries of the Asian Development Bank

<table>
<thead>
<tr>
<th></th>
<th>Eligible Country</th>
<th></th>
<th>Eligible Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Afghanistan</td>
<td>36</td>
<td>Mongolia</td>
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<td>2</td>
<td>Armenia</td>
<td>37</td>
<td>Myanmar</td>
</tr>
<tr>
<td>3</td>
<td>Australia</td>
<td>38</td>
<td>Nauru</td>
</tr>
<tr>
<td>4</td>
<td>Austria</td>
<td>39</td>
<td>Nepal</td>
</tr>
<tr>
<td>5</td>
<td>Azerbaijan</td>
<td>40</td>
<td>New Zealand</td>
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<tr>
<td>6</td>
<td>Bangladesh</td>
<td>41</td>
<td>Norway</td>
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<td>Belgium</td>
<td>42</td>
<td>Pakistan</td>
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<td>8</td>
<td>Bhutan</td>
<td>43</td>
<td>Palau</td>
</tr>
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<td>9</td>
<td>Brunei Darussalam</td>
<td>44</td>
<td>Papua New Guinea</td>
</tr>
<tr>
<td>10</td>
<td>Cambodia</td>
<td>45</td>
<td>Philippines</td>
</tr>
<tr>
<td>11</td>
<td>Canada</td>
<td>46</td>
<td>Portugal</td>
</tr>
<tr>
<td>12</td>
<td>China, People’s Republic of</td>
<td>47</td>
<td>Samoa</td>
</tr>
<tr>
<td>13</td>
<td>Cook Islands</td>
<td>48</td>
<td>Singapore</td>
</tr>
<tr>
<td>14</td>
<td>Denmark</td>
<td>49</td>
<td>Solomon Islands</td>
</tr>
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<td>15</td>
<td>Fiji</td>
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<td>Spain</td>
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<td>16</td>
<td>Finland</td>
<td>51</td>
<td>Sri Lanka</td>
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<td>17</td>
<td>France</td>
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<td>Sweden</td>
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<td>18</td>
<td>Georgia</td>
<td>53</td>
<td>Switzerland</td>
</tr>
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<td>Germany</td>
<td>54</td>
<td>Taipei, China</td>
</tr>
<tr>
<td>20</td>
<td>Hong Kong, China</td>
<td>55</td>
<td>Tajikistan</td>
</tr>
<tr>
<td>21</td>
<td>India</td>
<td>56</td>
<td>Thailand</td>
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<td>22</td>
<td>Indonesia</td>
<td>57</td>
<td>The Netherlands</td>
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<td>Ireland</td>
<td>58</td>
<td>Timor-Leste</td>
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<tr>
<td>24</td>
<td>Italy</td>
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<td>Tonga</td>
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<tr>
<td>25</td>
<td>Japan</td>
<td>60</td>
<td>Turkey</td>
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<td>26</td>
<td>Kazakhstan</td>
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<td>Turkmenistan</td>
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<td>27</td>
<td>Kiribati</td>
<td>62</td>
<td>Tuvalu</td>
</tr>
<tr>
<td>28</td>
<td>Korea, Republic of</td>
<td>63</td>
<td>United Kingdom</td>
</tr>
<tr>
<td>29</td>
<td>Kyrgyz Republic</td>
<td>64</td>
<td>United States</td>
</tr>
<tr>
<td>30</td>
<td>Lao People’s Democratic Republic</td>
<td>65</td>
<td>Uzbekistan</td>
</tr>
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<td>31</td>
<td>Luxembourg</td>
<td>66</td>
<td>Vanuatu</td>
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<td>32</td>
<td>Malaysia</td>
<td>67</td>
<td>Viet Nam</td>
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<td>33</td>
<td>Maldives</td>
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<tr>
<td>34</td>
<td>Marshall Islands</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Micronesia, Federated States of</td>
<td></td>
<td></td>
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</tbody>
</table>
Section VI. Schedule of Supply

Contents

1. List of Goods and related Service................................................................. 2

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6. Equipment Requirements:........................................................................... 45
1. List of Goods and related Service

<table>
<thead>
<tr>
<th>Lot No. : NA</th>
<th>Lot Name : NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No.</td>
<td>Name of Goods or Related Services</td>
</tr>
<tr>
<td>A)</td>
<td>Goods</td>
</tr>
<tr>
<td>B)</td>
<td>Services</td>
</tr>
<tr>
<td>i)</td>
<td>Development of Tourist Tracking and Management System (for tourist flow regulation &amp; Tourist Safety)”</td>
</tr>
<tr>
<td>ii)</td>
<td>Installation Testing and Commissioning of TSMS Software</td>
</tr>
<tr>
<td>iii)</td>
<td>Construction of Ancillary Works</td>
</tr>
<tr>
<td>iv)</td>
<td>Preparation and Finalisation of Detailed Project Report</td>
</tr>
<tr>
<td>v)</td>
<td>Operation of installed Plants / Equipments from the date of Commissioning for 10 (Ten) years</td>
</tr>
<tr>
<td>vi)</td>
<td>Maintenance of installed Plants/ Equipments after completion of Warranty Period for 9 (Nine) years</td>
</tr>
<tr>
<td>vii)</td>
<td>Spare parts as required from completion of Warranty period for 9 (Nine) years</td>
</tr>
<tr>
<td>viii)</td>
<td>NOTE: Electricity / Power will be provided, by the “Purchaser”, to the successful contractor free of cost, for the purpose of Operation &amp; Maintenance for a period of 10 years. The quantity against each Item of Goods or Services will be proposed by Bidder. The figures mentioned above are only indicative.</td>
</tr>
</tbody>
</table>
2. Delivery and Completion Schedule

The delivery period shall start from the date of signing of the Agreement.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Goods or Related Services</th>
<th>Delivery Schedule (Duration)</th>
<th>Location</th>
<th>Required Arrival Date of Goods or Completion Date for Related Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>GOODS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Supply of Goods for Development of Tourist Safety and Management System (TSMS)&quot;</td>
<td>03 Months</td>
<td>15 nos as mentioned in section – 6 below.</td>
<td>06 months from the date of signing of Agreement</td>
</tr>
<tr>
<td>B</td>
<td><strong>SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Preparation and Finalisation of Detailed Project Report</td>
<td>03 Months</td>
<td></td>
<td>03 months from the date of signing of Agreement</td>
</tr>
<tr>
<td>3</td>
<td>Design, Testing of Software for TSMS</td>
<td>03 Months</td>
<td></td>
<td>06 months from the date of signing of Agreement</td>
</tr>
<tr>
<td>4</td>
<td>Construction of Ancillary Works</td>
<td>06 months</td>
<td></td>
<td>12 months from the date of signing of Agreement</td>
</tr>
<tr>
<td>5</td>
<td>Installation Testing and Commissioning of TSMS</td>
<td>12 Months</td>
<td></td>
<td>24 months from the date of signing of Agreement</td>
</tr>
<tr>
<td>6</td>
<td>Operation of installed Equipments</td>
<td>120 Months</td>
<td></td>
<td>From the date of Commissioning for next 10 (Ten) years</td>
</tr>
<tr>
<td>7</td>
<td>Maintenance of installed Equipments</td>
<td>108 Months</td>
<td></td>
<td>After completion of Warranty Period for next 9 (Nine) years</td>
</tr>
<tr>
<td>8</td>
<td>Spare parts as required</td>
<td>108 Months</td>
<td></td>
<td>From completion of Warranty period for next 9 (Nine) years</td>
</tr>
</tbody>
</table>
3. SCOPE OF WORK:

The scope of these specifications is limited to the Sub Project: “Development of Tourist Tracking and Management System (for tourist flow regulation & Tourist Safety)” of the ADB assisted Infrastructure Development Investment Program for Tourism (Project 3) Uttarakhand [IDIPT- UK]

The project envisages development of an IT based system to keep track and manage inflow of tourists / pilgrims, into any given destination, based on the “Optimum Carrying Capacity” of the destination, to ensure a pleasant stay, safety and security of all visitors. The major components of the project, as envisaged by the Purchaser are detailed below;

1. Disaster Preparedness, Mitigation and Post Disaster Management:

The system will track the movement of individual tourists as well as all the vehicles within the state of Uttarakhand. Thus, it will be much easier for the state to prepare for, manage and organize rescue operation in case of a disaster. The emergency and disaster management preparedness is of paramount importance as the state often ravaged by natural disasters. The case in point is the Kedarnath tragedy which struck the Pilgrimage circuit in 2013.

2. Carrying Capacity Management:

The existing facilities determine the number of tourists who could converge on a given tourist destination simultaneously and yet have a pleasant, safe stay. The project aims to control inflow of tourists and vehicles into any given destination based on the “Optimum Carrying Capacity” of any given destination at any given time. When the flow of incoming tourists, exceeds the “Optimum Carrying Capacity”, as mentioned above, they will be diverted to lesser known places of tourist interest nearby, thereby showcasing alternate destinations and adding value to the Uttarakhand package.

3. Tourist Inflow and Traffic Flow Management:

To control tourist inflow into any given destination, based on Optimum Carrying Capacity of the tourist destinations, in terms of existing infrastructure and service facility available at present in various levels, to prevent and manage neither overcrowding nor underutilization of available resources of any given destination.

To control traffic flow into any given place in the state / city / destination, based on Optimum Carrying Capacity of the roads and parking zone, in terms of existing infrastructure and service facility available at present in various levels, to prevent and manage neither overcrowding nor underutilization of available resources of any given destination.

4. Tourism and Culture Promotion:

The IT based TSMS brings location based complete information to the tourists highlighting local culture, handicrafts, live shows by local artists and artisans etc., to promote cultural tourism.
1. **Purchaser’s Requirement:**

   The “Purchaser” wants to develop a “Tourist Safety and Management System (for tourist flow regulation & Tourist Safety)”, as per International standards through **Design, Build Operate and Transfer** (DBOT) mode.

   Furthermore, the “Purchaser” also wishes that the Bidder will Operate the Facility for another ten years, before handing over the facility to the “Purchaser”. The project will be executed through “DESIGN, BUILD, OPERATE and TRANSFER” mode. The contractor will set up the required software system and operate it for 10 years. The manpower required will be supplied by them for the duration of the contract. After completion of the contract the state will run the system in PPP Public Private Partnership mode.

2. **Bidder’s Scope of Involvement:** Bidder’s Scope of involvement in the sub-project mentioned above, shall include, but not limited to, the following activities:

   A) Undertake preparation of “Detailed Project Report” (DPR) to be approved by the “Purchaser”, including detailed Design (Both Software and Hardware, if needed), Survey (if any required), Detailed Technical solution, specification, O&M Process etc to achieve the Purchaser’s Goal of the project,

   B) Supply of GOODS, execution of Ancillary Civil works and Services, as per provisions of the approved DPR, Installation of Plants and Equipments, Testing and Commissioning all Complete, up to the satisfaction of the “Purchaser”.


   D) Operate the facilities for Ten (10) years and Maintain the facilities for Nine (9) years, before handing over to the Purchaser.

3. **PROJECT OBJECTIVES & GOALS**

   1. The project area will cover the entire state of Uttarakhand
   2. This sub project will contribute to the growth of tourism value chain and will enhance livelihood opportunities of the local communities
   3. Development of a safe Tourist Inflow Management based on Carrying Capacity
   4. Development of a smooth Traffic Flow management based on Carrying Capacity
5. Showcasing of Alternate Destinations

6. The system will provide assistance in management of any Emergency / Disaster in the state, by providing accurate information regarding number and location of stranded visitors/vehicles.

7. Ensure the safe and worry free travel for visitors, especially during the Yatra (pilgrimage) season.

8. Promote Cultural Tourism by providing information to tourists regarding local culture.

4. Expected Impact

The sub-project is envisioned to promote safe, worry-free tourism in the state and to substantially increase footfalls and duration of stay, thereby increasing business volume, in the local eateries, guesthouses and hotels, of any given destination ultimately providing enhanced livelihood opportunities for the locals.

Output

To help tourist/Pilgrims and administration to manage overcrowding during peak tourism/yatra (pilgrimage) season, by providing accurate relevant information to all the stakeholders.

To act as an interface between tourists, various departments of state government and to provide right information at right time to right people.

5. Components: The Tourist Safety and Management System would provide the following;

1. A complete end to end solution for the State /UTDB/DMMC/Police departments and various other departments of the state which will count, monitor, access, the tourist / pilgrims in the state.

2. An Ability of the system to Register all the tourist / Pilgrims entering the state from any of the entrances

3. An appropriate system to tag travellers with Photo ID, Biometric identification and other required parameters

4. An ability to keep a real time track of all headcounts of Yatris / tourists - travelling beyond a certain point into the hills and to various religious destinations and as well as remote trekking routes
5. Appropriate systems to tag / list all vehicles on hill routes and dynamically monitor their positions to help manage the traffic flow - at the time of crisis

6. An early / immediate response system in case of a road block, land slide, Could burst sudden flood or any other situation that can hamper the traffic on any given road.

7. An early warning system and be intelligent enough to access data from various meteorological departments to predict heavy rains or snow fall on the routes.

8. A Location Based Services Portal to provide information to tourists and also an online e-commerce platform.

9. The system would be DYNAMICALLY linked to all emergency services like Ambulances, Rescue forces, Heavy Machinery, volunteer aiding organizations etc. to ensure QRS - Quick response system.

10. The System would be able to manage, the entire traffic on all hill routes, especially during the Peak-Yatra (pilgrimage) Season in order to stop overcrowding of routes.

11. The System would be able to manage, the entire traffic on all cities / destinations in the yatra (pilgrimage) routes, especially during the Peak Yatra (pilgrimage) Season in order to stop overcrowding of cities / destinations.

12. The System will have early / remote - warning systems via large LED displays at various points from the entry into hills.

13. It will have an in-built ability to warn people from getting into a specific route due to any problem. It has to be using SMS for the traveler at specific locations / points of entry / or En-route. It would help decongest the routes to ensure smoother and faster rescue and help aid to reach the site of crisis.

14. It will provide access to critical data Like Nearest - Accommodation, Rest Houses, fuel station, Medical Centers, Hospitals etc for tourists at any given point

15. It will merge various communication technologies to provide full backup, should there be a breakdown of power, satellite link, and other hardware.

16. It will be scalable and modular. It will have a robust mechanism and maximum automation to reduce human errors.

17. It will have a failsafe mechanism / Technology
18. The service providing company should have ownership of all source code and hardware designs except for those appliances that are generic and BIS approved.

19. The failsafe mechanism will include dependence on renewable energy sources in case of a total power failure.

20. Digital signage systems would be available that provides multi lingual information.

21. Integrated registration kiosks that allows id document scanning, bio metric scanning, photo capture and manual data entry will be installed at key locations.

22. Light weight Wearable devices with low battery power consumption and having longevity of several weeks that is capable of emitting RFID, GPS position and two way communication.

23. The System will generate huge database of Tourists / Yatris / pilgrims along with real-time information thus the System will also help tourism promotion by the following: Promotion of remote destination through intelligent movement tracking of travellers.

24. Online booking system on full advance payment through credit card gateway.

25. Real time status of accommodation at Hotels / Rest houses.

26. Geo Location based prediction for services required by travellers.

27. Application for the smart phones viz: Android, IOS, Window and Black Berry.

28. Integrate the data provided by the Uttarakhand Tourism Development Board with the application.

29. Find the Geographical Locations of the point of interest.

30. Mapping the information and Geo - location in to the system.

31. Notification to the tourist entering any zone of the State Uttarakhand.

32. Help in times of emergency like medical or automobile break down.

33. Back up support to the system 24 x 7.

34. End to end solution as per technological needs.

35. Mobile application to help plan and confirm an itinerary.

36. The Location Based Service Portal will provide various features on mobile applications where GSM is available. The System will be a mixture of various technology of GSM and RFID which will help in vehicle and individual tracking system that is ideally suited for hilly regions where GSM and GPS gadgets may or may not be functional.
The Bidder needs to provide their own solution which is complete in all respects and ensures attainment of the Goals/Outputs of the project as envisioned by the client. The details as provided in this section should be treated as indicative only.

6. **PROPOSED SOLUTION**:

TSMS will be an IT based system which will use multiple technologies e.g. – Mobile Applications for Smart Phones, GPS, RFID, GSM etc., to provide the tourists all necessary local information and on the other hand will provide the other stakeholders with tourist information.

7. **MAJOR STEPS OF TSMS**

1. **Registration of Tourists and Vehicles** through – Website, Smart Phone Application, Registration Kiosks, Mobile Registration Vans, Outsourced Agencies like Tour Operators etc. Information to be collected during registration process – Tourist’s name, age, address, phone number, vehicle information and also provide - RFID tag for each vehicle, existing Yatra slip to Yatris, passive RFID tags to every individual tourists in the trekking zone

2. **Dissemination of Information** to Tourist / relevant Departments to ensure smooth – Tourist / Yatri flow, Optimum Carrying Capacity Management, Traffic Management, Emergency / Disaster Management, Tourism and Culture Promotion. TSMS will collect and collate tourist locations using Smart Phone Application, information from Telecom Providers, RFID readers and provide various departments – reports, alerts, warnings during emergency and disasters. TSMS also will provide the tourists with crucial information like – nearest hospital, name of nearby hotels with available lodging facilities, nearest police station etc.

3. **Control Flow of Tourist** – depending on the usage of the Optimum Carrying Capacity of any destination at any given point of time, by slowing down / diversion of tourists to nearby unknown / lesser known destinations.

4. **Queue Management** – will be done through Yatra Slip/Registration card for visiting Char Dhams.

8. **GENERAL DESIGN FEATURES**

**Technical**

1. Registration kiosks will be set up to register tourists and vehicles coming into Uttarakhand
2. Tracking infrastructure to be setup on poles
3. Poles will be installed along the road

**Safeguards**

1. Source code and data will be property of the Government.
2. Hardware design will be property of state government.
3. All components, design should be with vendor.
4. Source code of all application and IPR will belong to the government.
5. All data generated by the system will be owned by state government.
6. The routes are in general guarded by state law enforcement agencies protecting of these assets will not be a major issue.

Hardware Devices for tourist tracking

The following equipment will be used in case of un-availability of the GPS or GSM signals:

- **QR Code Card** – To be used as ID of the tracked entity.
- **Active RFID** – For free wireless transmission with low hardware cost and long battery life
- **GSM modem** – For long range wireless communication
- **Directional RF repeaters** – For free medium range wireless communication in line-of-sight where GSM network is unavailable.
- **V - SAT (Very Small Aperture Terminal) Equipment set** – For long range wireless communication where GSM networks are not available
- **IP and Wired cameras**: - To get on ground situation and monitor the live stream.

Types of RFID Tags -

i. **Tourists / Pilgrims** –
   - Each person travelling on Char-Dham route will be issued a QR Code based ID card.
   - Both of these use the same technology, serve the same purpose, just with different the look-n-feel and form factor.

ii. **Vehicles** –
   - Each Vehicle on Char-Dham journey will need to have an Active RFID Tag.
   - These tags will be read by Active RFID readers during the journey

Vehicles –

- These vehicles carry a group of pre-registered passengers which does not change during the journey. For example personal cars, charted buses and taxis
- These vehicles will be issued an Active RFID to be mounted on windscreen of the vehicle

9. APPROACH & METHODOLOGY

The bidder is to provide detailed “Approach and Methodology” proposed to be adopted to implement the project.

10. REGISTRATION PROCESS

Decentralization of Registration Process

To make the Registration Process easier and smooth, tourists will get registered using one or more of the following methods as per their convenience-
Section VI. Schedule of Supply

i. Pre-Registration – Providing their Information using
   - Web Site
   - Smart Phone Application
   - Phone Call / SMS

After Pre-Registration, a confirmation code is sent by SMS / email to tourist, at the registration counter there will be a separate queue for pre-registered tourists. Tourists can simply show the code at the registration counter to collect the ID cards.

ii. Tour Bus Operators (Out of State) & Travel Agents for Char-Dham Pilgrimage
    Travel agents / tour operators will pre-register the tourists/pilgrims before starting the journey. Travel agents will also keep an inventory of RFID tags, in which case they will assign a tag to every passenger before start of journey. Or they will collect the RFIDs tag and QR Code ID Card at the registration counter for pre-registered passengers.

iii. Registration Counters at famous Stop-overs –
    On every major highway leading to Uttarakhand, there are few famous food joints where people usually stop-over for refreshment. Tourists/Pilgrims, who anyway are stopping here for refreshment can also utilize their time to register at these places.

iv. Bus and Taxi Operators (within State)
    State of Uttarakhand already have a process in place by which, these taxis and buses need to get pre-register for “Char-Dham” journey. As a part of this registration process, these vehicles will also be given Active RFID Tag a well as a hand-held device to read all the tags of passengers in their vehicle, will be issued.

Functioning of Registration Kiosks
    Registration kiosks will be multi-terminal kiosks with internet connectivity that offer registration and ID Card issuing services to travellers.
    The location of the kiosks are given below:
    1. Rishikesh–2 nos
    2. Haridwar–1 nos
    3. Rudraprayag–1 nos
    4. Uttarkashi–1 no
    5. Chamba–1 no
    6. Barkot – 1 no
    7. Dehradun–1 no
    8. Mussorie-1 no
    9. Joshimath-1 no
    10. Asan Barrage-1 no
    11. Ukhimath-1 no
    12. Jankichatti-1 no
    13. Tehri-1 no
Fifteen Kiosks (Pre-Fabricated Structure) of 400 sq feet area, with a provision of multiple window registration facility to minimize time spent for registration will be constructed on Department of Tourism land. Each kiosk will be manned by 4 persons in two shifts, with a supervisor.

Tourist registration kiosks will capture the following information about every tourist

- Personal data
- Details of other travellers in the group
- Emergency contacts
- ID documents for scanning

A registration kiosk will have at least the following setup, the number and specification will be proposed by Bidder;

1. Furniture
2. Internet connectivity equipment
3. Electrical setup
4. Computer terminals
5. Printers
6. Power backup equipment
7. Operational location

Operational expenses of a kiosk will include at least the following;

1. Personnel salaries
2. Electricity
3. Maintenance of equipment and furniture
4. Internet connectivity
5. Miscellaneous expenses

**Registration of Outstation vehicles**

Outstation vehicles for this document refer to those vehicles that have been either charted or driven by tourists, who are not resident of Uttrakhand, for travelling within Uttrakhand. It will be mandatory to register all such vehicles at state entry points. The registration may be done electronically as well as in person at the time of entry.

The Proposed solution will have RFID tags distributed through outsourced kiosks en route, where vehicles will be categorized into non-tourist and tourist vehicles. When they pass by the entry gates equipped with the RFID readers they will be easily identified and in case of tourist vehicles they are put into the process of registration (if it is first entry into the managed area) and verification supported by road transport and law enforcement agencies such as state police department.

**Information required at the time of bus registration:**

1. Bus identification information (number plate etc.)
2. Vehicle capacity
3. Passenger count
4. Name, Address and phone number of the driver and the conductor

Registration will include the following:
1. Capture bus information into a computer
2. Issue a vehicle active RFID device for each vehicle and
3. A QR Code based ID Card for each passenger in the vehicle.

Local Buses / Small Passenger Vehicles
These vehicles may be allotted with active RFID tag, transmitting data to nearby tracking pole. A hand held device will be issued to such local buses and dashboard mountable device will be issued to cars/SUVs and taxis
1. The vehicle conductors/drivers will ensure that passengers checking into the vehicles are touching their tags at the time of entering the vehicle
2. The vehicle conductors/drivers will ensure that there are no passengers in the vehicle without wearable tags

11. Equipment and Devices

Tracking Devices
Tracking poles
Tracking pole are road side metal poles that are fitted with Active RFID readers to read vehicle data within a 50 meter range as well as GSM or medium range RF transceivers to transmit collected data to internet servers.

Tracking pole equipment is light weight and can be mounted on existing poles using a mount clip. If existing poles are not available then new poles should be erected to install the equipment.

Repeater poles
Repeater poles are relatively low cost poles as compared to tracking poles. These poles can be used to carry data from those tracker pole locations where GSM connectivity is not available to those locations where GSM network is available. Repeater poles can send wireless communication over 2 KM distance in line-of-sight.

Tracking of individuals and vehicles
While vehicle is moving
- Mounted Active RF transceivers will send Tag ID to poles
Poles to internet servers
- If GSM is available, poles upload directly to servers
- If GSM is NOT AVAILABLE, then relay information to the nearest line-of-sight repeater pole medium range RF modems to hop signals till GSM is available.

Hardware devices
Equipment for outstation charted buses, outstation cars and taxis and local taxis
A dashboard or windscreen mountable device as is expected to be always connected to the vehicles power source

Equipment for tracking poles (with GSM network)
For those poles where GSM connectivity is available and they are not near any repeater poles (i.e. other poles will not relay data using this pole.)
- A 50 meter RF transceiver that can read active RF tags.
- Built-in GSM modem
- Built-in inverter + battery
- Built-in memory
- Weather proof IP66 casing

Equipment for repeater poles (no GSM network):
- A 50 meter RF transceiver that can read active RF tags.
- Built-in GSM modem
- Built-in inverter + battery
- Built-in memory
- Weather proof IP66 casing
- Antenna with 2.4 Ghz RF modem

Equipment for tracking poles (no GSM network)
- A 50 meter RF transceiver that can read active RF tags.
- Built-in inverter + battery
- Built-in memory
- Weather proof IP66 casing
- Antenna with 2.4 Ghz RF modem

Additional equipment
Pole mounting kit is used to mount pole equipment onto existing pole infrastructure without the need to install a new pole. Small solar panel is a light weight power backup extension system which when used with a hybrid solar micro inverter and a MPPT charge controller can significantly increase the operational...
hours of the equipment in grid connected poles in case of a power failure. This setup is recommended for those poles that are DO NOT have GSM network at their location, but have a repeater pole nearby where they can relay the information. The cost of solar panel has been clubbed with the cost of the poles and equipment's. The listed accessories are designed for the preexisting poles and new installed poles as well. These will be designed with proper water proof casing and with a good height so as to protect it from rain, storm and theft

**Solar Panel**

**Sign Boards**
Digital LED Sign boards of (6ft x 3ft) and (8ft x 4ft) in size, remotely controlled, with three color LED displays, will be placed along the route at major places or places of halt for the tourist for information dissemination and warnings. These Sign Boards will also be installed at the Pilgrim destination

**Cameras**
Cameras will be installed at the key points to access live situation.

<table>
<thead>
<tr>
<th>System Performance</th>
<th>Vehicle Captive Rate</th>
<th>&gt;99%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>License Plate Recognition Rate</td>
<td>Daytime≥99%, Nighttime≥95%</td>
</tr>
<tr>
<td></td>
<td>Vehicle Speed Measurement Range</td>
<td>≤180km/h</td>
</tr>
<tr>
<td></td>
<td>Vehicle Speed Measurement Precision</td>
<td>-3%~0</td>
</tr>
<tr>
<td></td>
<td>License Plate Recognition Time</td>
<td>≤0.2 s</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Camera</th>
<th>Video Camera</th>
<th>CCD progressive scanning</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resolution</td>
<td>1.4 megapixel, 2 megapixel</td>
</tr>
<tr>
<td></td>
<td>Record Mode</td>
<td>1~2 images / vehicle</td>
</tr>
<tr>
<td></td>
<td>Shutter Speed</td>
<td>1/10000 second</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Interface</th>
<th>Alarm In</th>
<th>4 channels</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Alarm Out</td>
<td>2 channels</td>
</tr>
<tr>
<td></td>
<td>Data Interface</td>
<td>1 RS232 serial port, 1 USB port, 1Ethernet interface? 10M/100M?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental</th>
<th>Working Temperature</th>
<th>-30?~+70?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Working Voltage</td>
<td>AC 220V±20%, 50Hz</td>
</tr>
</tbody>
</table>
12. **MONITORING & CO-ORDINATION**

The monitoring system is a web based portal that publishes access controlled information to its visitors.

**Public access**
- Tourist registration
- Hotel information
- Destination information
- Route recommendations
- Available travel slots
- Lost & found services
- General weather updates and forecasts

**For emergency contacts of travellers**
- Locate travellers by entering number ID and date of birth or name.
- Set email alerts on tourist location
- Pole proximity detection and time stamping

**Regional offices:**
The tourism department has appointed District Tourism Development Officers (DTDO) in all the 13 districts of the state. The regional support centre will be housed in the existing offices of the DTDOs at the district level.
- Receive and monitor data of tourist movement in each district
- Control inflow of tourists into a specific destination
- Divert tourists, if necessary, into new/lesser known destinations
- Receive and disseminate evacuation requests
- Update evacuation status
- Report local infrastructure issues
- Receive instructions from main coordination office
- Access and disseminate detailed weather reports
- Tourist Grievance redressal

**Main coordination office**
The main Co-ordination office will be housed in the existing building of UTDB, Dehradun.
- Overall co-ordination with all the regional/district offices
- Information Management and dissemination at the state level
- Administrative control
- Disseminate updates for public through various media
- Access MIS reports
- Responsible for tourist flow management system
Geo Fencing:
To determine the number of tourists at any given destination at any given point of time, the system will create a Geo Fence which is an imaginary grid system superimposed on the map of Uttarakhand dividing the state into tiny little easily identifiable boxes, as shown below:

Sample real-time report for area assessment

The entire map of Uttarakhand will be divided into smaller parts as shown above to ensure easy identification of the location of either tourists or tourist vehicle/s.

Provision for integration with other departments
The software application will be designed, keeping in mind that the database of information can be shared in future with several other departments of the state as and when required (Refer to flow chart on next page). Specific APIs will be developed to integrate various departments of the state with the proposed project’s software platform.

The tracking data both human and vehicular will be shared with all other line departments as and when required, electronically. At present in Uttarakhand, during a disaster or an emergency the District Magistrate (DM) legally assumes supreme powers and commands all the government departments. The DM assigns role and fixes responsibility of all the departments and
continuously monitors the activities ensuring sincere committed effort of all concerned. The DM is legally well within his jurisdiction to penalize any lapse on part of any of the stakeholder/s. The proposed system will improve the efficiency of the state administration (during disaster and emergency) by providing accurate, timely data including advance adverse weather warning to all stakeholders.

Implementation Arrangement
The sub project will be implemented by UTDB, controlled by the Main Co-ordination Office, aided by the 13 Regional / District offices. The 13 Regional (DTDO) offices will have 02 Junior MIS expert and 02 Senior MIS Expert each and 20 Kiosks will have 08 data entry operators, 02 Junior MIS experts each, and the Central Office (UTDB) will have 04 Senior MIS experts, who will work on two shifts and be entirely devoted to managing the software system. The registration kiosks will be housed in existing state government buildings at designated point of entries into the state.

The project will be executed through “DESIGN, BUILD, OPERATE and TRANSFER” mode. The contractor will set up the required software system and operate it for 10 years and will be responsible for deliverables mentioned further. The manpower required will be supplied by them for the duration of the contract. After completion of the contract the state will run the system in PPP Public Private Partnership mode.

13. TOURIST SAFETY MANAGEMENT SYSTEM (TSMS)

The Solution:
This is an integrated solution with consisting of following sub-systems –
- Registration
- Location Tracking
- Capacity Management
- Traffic Management
- Pre-Disaster Preparation
- Tourism Promotion

Overview
TSMS has following major building blocks –
- Tourist Registration Process
- Tracking Vehicles & Individuals using GPS/GSM/RFID
- Collaborate Tourist Location Information, State’s Static Information like places nearest hospitals etc, Inputs from various departments
- Use Location based services to provide right information at right time to right individuals
- Provide Web Based Monitoring & Control Centre
- Tourism Promotion
- Pre-Disaster Preparation & Management
Overall Architecture of the System

Use technology to improve performance and scale
Flowchart of Tourist Tracking Management System

Tourists, Yatri & Vehicle Traffic

Yatra Slip Mgmt System
Taxi's Green Card Information
Buses & Taxis Locations from in-vehicle GPS

Tourist Location & Other Information using ExploreOuting App on Cell Phone

Tourist Tracking Management System

Communication with various Systems

Public Sector

Police & Traffic Mgmt
DMMC
UTDB
Weather Services
Border Road Organization
Tourist Rest Houses

Tourism Promotion & Tourist Management
Digital Maps
Alternate Routes
Emergency & Evacuation Process

Private Sectors

Tourist Facilities Info - Petrol Pumps, Hospitals, Auto workshops, Toilets etc

Carrying Capacity Info
Tourist Zones with Geo Fencing
Tourism Treasure - Various kind of tourism place with their location Points of Interest etc
Temporary Police Posts & Tourism Centres
Tourist Facilities Info - Petrol Pumps, Hospitals, Auto workshops, Toilets etc

Climate Services
Border Road Organization
Hotel Association
Local Cable Operators
Shrine Boards

Queue Management

Rest Houses
GMVN, KVM, FRH Guest Houses

Roads Condition Mgmt
Effective System to provide Information

Ambulance
Police
Fire Service

Tours & Taxi Operators
108 Services from GVK
Hotel Association
Local Cable Operators

Bidding Document for IDIPT (UK) Contract Packages No.:UKIDIPT/III/GEN/02
14. **Detailed Features**

Tracking Location - Get Number & Location of Tourists

Location tracking will be done using multiple technologies in a complementary (and overlapping) manner. Therefore multiple technologies that are to be used and they are -

(a) Mobile Application
(b) Using RFID
(c) Using GPS
(d) Using GSM

Location Accuracy –

- TSMS Server will Apply Intelligent Algorithms to get location from various sources to find better accuracy
- Use Locations From Various Sources in Complementary Manner
Use RFID for Approximate Location

Tourist Using a Vehicle?

Yes

Process Location using Vehicle Active RFID Tag

Private / Public Vehicle?

Private

1. Tourists in a private vehicle to be associated with the Vehicle
2. Vehicles to have Active RFID Tags
3. Active RFID Readers on the route at every ~30 Km which scans the Vehicle tags without Vehicle gets stopped

Public

1. Public Vehicles to have one Active RFID Tag and one Passive RFID Reader
2. Passive RFID Reader reads tourist's passive tags while entering and exiting the vehicle
3. Active RFID Readers on the route at every ~10 Km which scans the Vehicle tags without Vehicle gets stopped

Location Identified

Trekking - Location using Individual Passive RFID Tag

1. RFID Readers are installed across tracking route after every 3-4 Km.
2. Tourists need to pass through the RFID Reader and their Location will be recorded

No

NOTE -
1. Tourists entering the state needs to be given passive RFID Tags at the time of registration
2. All the Vehicle carrying Tourists vehicles needs to have Active RFID Tag
Capacity Management

The Total Capacity of a city can be gathered from:

I. TRH, Hotels, Private Guest Houses, Dharamshalas etc along with Bed Capacity in the City
II. Devotees a Religious Place can hold along with its Queuing Capacity
III. Authorized Vehicles Parking
IV. Resident Population
V. Current Status – Using Geo-Fence
VI. Existing Number of Tourists
VII. Number of Vehicles Entered and “On-The-Way”
VIII. Calculate the Current Capacity as % of Total Capacity

Action Taken Depending on Current Capacity %

I. Alerts to Registration Kiosks to Pause/Stop/Delay Vehicles at the Gate
II. Alerts, Warnings, SMS to Region, District & City Level Police
III. Message using Public Address System about Crowd Situation
IV. Notifications & SMS to Tourists who are “On-the-Way” about Crowd & Delay Situation
V. Suggestions about Other Nearby Destinations, Places to Visit

Queue Management Through Yatra (pilgrimage) Slip

I. Every Tourist / Yatri will get a Yatra (pilgrimage) Slip/Registration Card
II. Example: Mr X gets a Slip Number 804, Public Address System will show Current Batch of Yatris. Say Current Batch From Slip # 400 – 450
III. Considering a batch of 50 people takes ~15minutes, Mr X will get his Turn in 1.5hr
IV. Mr X need not to be in Queue for this 1.5hr and can better Utilize the Time
V. TSMS will also integrate with Local Cable Operators to provide this information on TV channels
Traffic Management

Traffic Flow has 2 Major Categories -

(i) City Traffic – Mostly Predictable
   - Pre-Identified Congestion Points for Monitoring, like Road-Intersections
   - Varies as per Day & Time (For example Roads in Haridwar are packed on Full-Moon Monday and daily during famous Ganga Aarti)
   - Road-Side Parked Vehicles adds to Confusion & Chaos

(ii) Highways & Intercity Roads- Mostly Unpredictable
   - Probable Causes of Congestions are Accident, Vehicle Breakdown, Landslides
   - Difficult to Pre-Identify Congestion Points, Day & Time

Detect Traffic Congestion

City Traffic – Monitoring traffic at Probable Spots
   - Process the following data w.r.t. Congestion Criteria in a Geo-Fence
   - Ratio of Inflow and Outflow of Vehicles
   - Number of Vehicles Vs Total Vehicle Capacity

(iii) Highways & Intercity Roads
   - Find if Many Vehicles have Less Than Standard Average Speed
   - Use RFID Data to find Vehicles Between Two Scanners

(iv) Manual Data
   - Calls & Messages from Tourists and State Authorities (Police, DMMC, 108 etc)

Action Taken
   - Alerts, Warnings, SMS to District & City Level Police, DMMC, 108 Services, UTDB
   - Alerts to Card Scanning Agency to Stop Incoming Vehicles at the Gate
   - Notifications & SMS to Tourists who are “On-the-Way” to the place of Congestion along with Alternative Route (if exist)
   - Notification about Other Nearby Places to Visit, Rest and Eat
   - Message using Public Address System

Pre Disaster Preparedness

- The system will provide the necessary and timely information for the action to various concerned departments responsible for handling emergency and disaster.
- Various departments of state work together during emergency & disaster.
- The system will improve the coordination by providing accurate & timely information to them. It will also integrate with weather department and will provide fore-warnings (if any) to the concerned departments.
- The system will alert other decision making authorities as per the need. This will make sure quick action at the time of need.

Information Flow with Various Other State Departments

TSMS will interact with various departments responsible tourist/Yatri management, traffic and carrying capacity management, disaster management.

Following are the some samples of information that will flow between TSMS and various departments
<table>
<thead>
<tr>
<th>Departments</th>
<th>Details</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tourists/Yatris</td>
<td>Tourist/Yatri will get right information at right time</td>
<td>Tourists/Yatris will get following information periodically during journey:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Notifications, alerts &amp; warnings regarding the journey</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Safety &amp; security tips throughout the Journey.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Traffic information for various routes and places</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Notifications &amp; alerts regarding their queue/number at the temple</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Option for Destination alternatives in case of over capacity at their original destination</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Upcoming Attractions, Services, Utilities and Points of Interest.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Information &amp; booking of Tourist Rest Houses (from GMVN, KMVN, FRH etc).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Send alerts to authorities for any emergency.</td>
</tr>
<tr>
<td>DMMC</td>
<td>DMMC will provide digital maps of the state</td>
<td>DMMC will get following information :</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Location Information of Individual, Family or Group in case of emergency or if not traceable for some time</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Number of people at any given location whenever any disaster happens</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Alerts &amp; Notifications whenever current capacity is about to reach total carrying capacity of the place</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Alters &amp; Notification according to the weather forecasting</td>
</tr>
<tr>
<td>Police &amp; Traffic Department</td>
<td>Identify Major roads/areas to be tracked for Traffic Management</td>
<td>Police &amp; Traffic department will get following information :</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Alters &amp; Notification about location of Tourists/Yatris for Traffic &amp; capacity management</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Alters and Notifications as per various Traffic situations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Location, Information of Individual, Family or Group in case of emergency or if not traceable for some time</td>
</tr>
</tbody>
</table>
Section VI. Schedule of Supply

<table>
<thead>
<tr>
<th>Departments</th>
<th>Details</th>
<th>Information</th>
</tr>
</thead>
</table>
| UTDB        | Tourist/Yatri's data for last few years. | UTDB will get following information:  
  - Number of people at any given location whenever any disaster happens  
  - Will receive hourly, daily, weekly, monthly and yearly reports on Tourists/Yatris etc  
  - Alerts & Notifications on Tourist Flow, various check points as required by UTDB |
| 108 Services | Data for ambulance, hospitals etc | 108 Service will get following information:  
  - Will receive location of casualty  
  - More information on casualty like type, approximate number of victims etc. |

**SPECIFICATIONS:**

*For CIVIL WORK:*

The following Standards are applicable to civil work. However this list is not exhaustive with amendment till date of tender

<table>
<thead>
<tr>
<th>Sno</th>
<th>IS Code</th>
<th>Particular of Items</th>
</tr>
</thead>
</table>
| 1   | 383     | Specification for coarse and fine aggregates from natural sources for concrete  
  (All 2 Parts)– Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement. Part 1 - Mild steel and medium tensile steel bars, Part 2 - Hard drawn steel wires |
| 2   | 432     | Plain and reinforced concrete - Code of Practice  
  (All 5 Parts)– Code of Practice for design loads (other than earthquake) for Buildings and structures |
| 3   | 466     | Specification for steel doors, windows and ventilators |
| 4   | 875     | Common burnt clay building bricks - Specification  
  (Relevant Parts) – Method of measurement of building and civil engineering works |
| 5   | 1038    | Mild steel tubes, tubular and other wrought steel fittings, Part 1 - Mild steel tubes, Part 2 - Mild steel tubular and other wrought steel pipe fittings |
| 6   | 1200    | Code of Practice for laying and finishing of cement concrete floor tiles |
| 7   | 1239    | – Specification for sand for plaster  
| 8   | 1443    | – Code of Practice for building drainage |
| 9   | 1542    | – Specification for sand for plaster  
| 10  | 1566    | – Code of Practice for building drainage |
| 11  | 1742    | – Code of Practice for building drainage |
### 7. STRUCTURAL STEELWORK

#### 7.1 DESIGN, LOADS AND MATERIAL

The design of steel structures in general shall be according to IS: 800. The structures shall be designed for adequate rigidity and stability in all directions.

The loading will conform to the standards as follows:

- **Dead load at actual for all permanent structures**: IS 875 (Part 1)
- **Live load**: IS 875 (All 5 Parts)
- **Seismic load**: IS 1893
- **Floor load** (unless required higher otherwise): 200

<table>
<thead>
<tr>
<th>Sno</th>
<th>IS Code</th>
<th>Particular of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>1786</td>
<td>Specification for high strength deformed steel bars and wires for concrete reinforcement</td>
</tr>
<tr>
<td>14</td>
<td>1893</td>
<td>Criteria for Earthquake resistant design of structures</td>
</tr>
<tr>
<td>15</td>
<td>1904</td>
<td>Code of Practice for design and construction of foundations in soils; general requirements</td>
</tr>
<tr>
<td>16</td>
<td>2212</td>
<td>Code of Practice for brickwork</td>
</tr>
<tr>
<td>17</td>
<td>2502</td>
<td>Code of Practice for bending and fixing of bars for concrete reinforcement</td>
</tr>
<tr>
<td>18</td>
<td>2751</td>
<td>Code of Practice for welding of mild steel plain and deformed bars for reinforced concrete construction.</td>
</tr>
<tr>
<td>19</td>
<td>2911</td>
<td>Code of Practice for design and construction of pile foundations (All 4 Parts)</td>
</tr>
<tr>
<td>20</td>
<td>2974</td>
<td>Code of Practice for design and construction of machine foundations (All 5 Parts)</td>
</tr>
<tr>
<td>21</td>
<td>3370</td>
<td>Code of Practice for design and construction of machine foundations (All 4 Parts)</td>
</tr>
<tr>
<td>22</td>
<td>3764</td>
<td>Code of safety for excavation work.</td>
</tr>
<tr>
<td>23</td>
<td>4014</td>
<td>Code of Practice for steel tubular scaffolding (All 2 Parts)</td>
</tr>
<tr>
<td>24</td>
<td>4081</td>
<td>Safety code for blasting and related drilling operations</td>
</tr>
<tr>
<td>25</td>
<td>6248</td>
<td>Specification for metal rolling shutters and rolling grills</td>
</tr>
<tr>
<td>26</td>
<td>9103</td>
<td>Concrete Admixtures - Specification</td>
</tr>
<tr>
<td>27</td>
<td>10262</td>
<td>Recommended guidelines for concrete mix design</td>
</tr>
<tr>
<td>28</td>
<td>14687</td>
<td>False work for concrete structures - Guidelines</td>
</tr>
</tbody>
</table>
kg/m² Staircase load: 400 kg/m²

Floor load for car parking areas: 400 kg/m² (or at actual with safety factor, whichever is higher) The materials used will conform to the standards as follows:

 Rolled steel sections: IS 2062 Fe 410W A

 Plates up to 20 mm thickness: IS 2062 Fe 410W A
 Plates above 20 mm thickness: IS 2062 Fe 410W B
 Sections & plates - medium or high tensile steel: IS 8500
 Circular steel tubes: IS 1161 Yst 240

 Rectangular or Square hollow Steel sections: IS 4923 Yst 240
 Rails or Crane Rails: IS 3443

7.2. FABRICATION

The fabrication and erection of steel structures in general shall be according to IS: 800. Expansion joints in structures shall be as per clause 3.14 of IS: 800.

7.3. STANDARDS

The following Standards are applicable to structural work. However this list is not exhaustive:

<table>
<thead>
<tr>
<th>Sno</th>
<th>IS Code</th>
<th>Particular of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>Colours for ready mixed paints and enamels</td>
</tr>
<tr>
<td>2</td>
<td>277</td>
<td>Galvanized steel sheets (plain and corrugated)</td>
</tr>
<tr>
<td>3</td>
<td>800</td>
<td>Code of Practice for general construction in steel</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Covered electrodes for manual metal arc welding of carbon and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>carbon manganese steel</td>
</tr>
<tr>
<td>4</td>
<td>814</td>
<td>Code of Practice for metal arc welding for general construction in</td>
</tr>
<tr>
<td></td>
<td></td>
<td>mild steel</td>
</tr>
<tr>
<td>5</td>
<td>816</td>
<td>Code of Procedure for inspection of welds</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(All 5 Parts)– Code of Practice for design loads (other than</td>
</tr>
<tr>
<td></td>
<td></td>
<td>earthquake) for buildings and structures</td>
</tr>
<tr>
<td>6</td>
<td>822</td>
<td>Code of Practice for use of welding in bridges and structures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>subject to dynamic loading</td>
</tr>
<tr>
<td>7</td>
<td>875</td>
<td>Code of Practice for design loads (other than</td>
</tr>
<tr>
<td></td>
<td></td>
<td>earthquake) for buildings and structures</td>
</tr>
<tr>
<td>8</td>
<td>1024</td>
<td>Code of Practice for use of welding in bridges and structures</td>
</tr>
<tr>
<td>9</td>
<td>1030</td>
<td>Carbon steel castings for general engineering purposes</td>
</tr>
<tr>
<td>10</td>
<td>1161</td>
<td>Steel tubes for structural purposes - Specification</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recommended Practice for radiographic examination of butt</td>
</tr>
<tr>
<td></td>
<td></td>
<td>joints in steel plates.</td>
</tr>
<tr>
<td>11</td>
<td>1182</td>
<td>Corrugated aluminium sheet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(All 3 Parts)– Hexagon head bolts, screws and nuts of product</td>
</tr>
<tr>
<td></td>
<td></td>
<td>grade C</td>
</tr>
<tr>
<td>12</td>
<td>1254</td>
<td>Corrugated aluminium sheet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(All 3 Parts)– Hexagon head bolts, screws and nuts of product</td>
</tr>
<tr>
<td></td>
<td></td>
<td>grade A and B</td>
</tr>
<tr>
<td>13</td>
<td>1363</td>
<td>Corrugated aluminium sheet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(All 5 Parts)– Hexagon head bolts, screws and nuts of product</td>
</tr>
<tr>
<td></td>
<td></td>
<td>grade A and B</td>
</tr>
<tr>
<td>14</td>
<td>1364</td>
<td>Corrugated aluminium sheet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(All 5 Parts)– Hexagon head bolts, screws and nuts of product</td>
</tr>
<tr>
<td></td>
<td></td>
<td>grade A and B</td>
</tr>
<tr>
<td>Sno</td>
<td>IS Code</td>
<td>Particular of Items</td>
</tr>
<tr>
<td>-----</td>
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</tr>
<tr>
<td>15</td>
<td>1367</td>
<td>(All 20 Parts)-- Technical supply conditions for threaded steel fasteners</td>
</tr>
<tr>
<td>16</td>
<td>1477</td>
<td>(All 2 Parts)-- Code of Practice for painting of ferrous metals in buildings</td>
</tr>
<tr>
<td>17</td>
<td>1852</td>
<td>Rolling and cutting tolerances for hot rolled steel products</td>
</tr>
<tr>
<td>18</td>
<td>1893</td>
<td>Criteria for Earthquake resistant design of structures</td>
</tr>
<tr>
<td>19</td>
<td>2016</td>
<td>Specification for plain washers</td>
</tr>
<tr>
<td>20</td>
<td>2062</td>
<td>Steel for general structural purposes - Specification</td>
</tr>
<tr>
<td>21</td>
<td>2074</td>
<td>Ready mixed paint, air drying, red oxide-zinc ,chrome, priming - Specification</td>
</tr>
<tr>
<td>22</td>
<td>2629</td>
<td>Recommended Practice for hot-dip galvanizing of iron and steel</td>
</tr>
<tr>
<td>23</td>
<td>3443</td>
<td>Crane rail sections</td>
</tr>
<tr>
<td>24</td>
<td>3600</td>
<td>(All 9 Parts)-- Method of testing fusion welded joints and weld metal in steel</td>
</tr>
<tr>
<td>25</td>
<td>3757</td>
<td>Specification for high strength structural bolts</td>
</tr>
<tr>
<td>26</td>
<td>4000</td>
<td>Code of Practice for high strength bolts in steel structures</td>
</tr>
<tr>
<td>27</td>
<td>4759</td>
<td>Hot Dip Zinc coating on structural steel and other allied products</td>
</tr>
<tr>
<td>28</td>
<td>4923</td>
<td>Hollow steel sections for structural use</td>
</tr>
<tr>
<td>29</td>
<td>4943</td>
<td>Hollow steel sections for structural use</td>
</tr>
<tr>
<td>30</td>
<td>5372</td>
<td>Taper washers for channels (ISMC)</td>
</tr>
<tr>
<td>31</td>
<td>5374</td>
<td>Taper washers for I-beams (ISMB)</td>
</tr>
<tr>
<td>32</td>
<td>6623</td>
<td>Specification for high strength structural nuts</td>
</tr>
<tr>
<td>33</td>
<td>6649</td>
<td>Specification for hardened and tempered washers for high strength structural Bolts and Nuts</td>
</tr>
<tr>
<td>34</td>
<td>6755</td>
<td>Double coil helical spring washers</td>
</tr>
<tr>
<td>35</td>
<td>7215</td>
<td>Tolerances for fabrication of steel structures</td>
</tr>
<tr>
<td>36</td>
<td>7280</td>
<td>Bare wire electrodes for submerged arc welding of structural steel</td>
</tr>
<tr>
<td>37</td>
<td>7293</td>
<td>Safety code for working with construction machinery</td>
</tr>
<tr>
<td>38</td>
<td>8500</td>
<td>Structural steel – Micro alloyed (medium and high strength qualities)- Specification</td>
</tr>
<tr>
<td>39</td>
<td>8629</td>
<td>(All 3 Parts) Code of Practice for protection of Iron and steel structures form atmospheric corrosion</td>
</tr>
<tr>
<td>40</td>
<td>9596</td>
<td>Metal arc welding of carbon and carbon manganese steels - Recommendation</td>
</tr>
<tr>
<td>41</td>
<td>12843</td>
<td>Tolerances for erection of steel structures</td>
</tr>
</tbody>
</table>

8. COMPOSITE CONSTRUCTION

8.1. GENERAL

8.1.1. Our country presents some advantages regarding composite construction due to availability of technical staff and workers in steel work and reinforced concrete work.

8.2. STANDARDS

The following Standards are applicable to composite construction. However this list is not exhaustive:

<table>
<thead>
<tr>
<th>S no</th>
<th>IS Code</th>
<th>Particular of Items</th>
</tr>
</thead>
</table>

Bidding Document for IDIPT (UK)                                      Contract Packages No.:UKIDIPT/III/GEN/02
1 3935 Code of Practice for composite structure
2 11384 Code of Practice for composite construction in structural steel and concrete

Third Party Inspection and Testing

64.1 Contractor shall submit Quality assurance plan for Project Manager’s approval.

64.2 Any agency among the agencies appointed or authorized by the Employer will undertake Independent third party inspections and testing for supply of material for works and/or any Executed works. The Contractor shall be wholly responsible to make his own arrangements with the approved third party inspection agencies for carrying out the required tests. The Contractor shall be responsible to obtain permission for and provide all facilities to such agency for carrying out such inspections or testing as may be required. The Third Party Inspection charges of the agency only will be paid by the employer and all the other costs for such independent inspection and testing shall be borne by the contractor.

64.3 The Employer or Project Manager or his authorized representative or authorized agency may make inspections at any of the manufacturing or shipping points at any time in addition to the schedule provided in the specification at the cost of Employer. However, during such inspection, if it is found that any of the items are not being manufactured or shipped in accordance with the specifications, the contractor shall bear all expenses including fees incurred by the employer in respect of such inspection.

64.4 If as a result of the inspection or testing referred to in this Clause, the Project Manager Determines that the materials or plant are defective or otherwise not in accordance with the Contract, he may reject the materials or plant and shall notify the contractor accordingly. The Contractor shall then promptly make good the defect or replace the same. All costs incurred by the Project Manager or the Third Party inspection agency for the inspection of the tests shall be determined by the Project Manager and shall be recoverable form the from the contractor and may be deducted from any money’s due that the Contractor and the Project Manager shall notify the Contractor accordingly.

64.5 Any inspection carried out by the Project Manager shall not relieve the contractor of his obligations under the contract.

Contractor’s General Responsibilities

65.1 The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor’s Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remediing of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall promptly notify the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.
65.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Employer.

65.3 The Contractor shall provide all necessary superintendence during the execution of the Works and as long as thereafter as the Project Manager may consider necessary for the proper fulfilling of the Contractor’s obligations under the Contract. The Contractor, or a competent and authorized representative approved of by the Project Manager, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorized Representative shall receive, on behalf of the Contractor, instructions from the Engineer. If the approval of the representative is withdrawn by the Project Manager, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Project Manager.

65.4 The Contractor shall be responsible for:
(a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
(b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
(c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

65.5 If, any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Project Manager, shall, at his own cost, rectify such error to the satisfaction of the Project Manager, unless such error is based on incorrect data supplied in writing by the Project Manager, in which case the Project Manager shall determine an addition to the Contract Price as per the relevant provisions of the contract and shall notify the Contractor accordingly.

65.6 The checking of any setting-out or of any line by the Project Manager shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sigh-rails, pegs and other things used in setting out the Works.

65.7 The Contractor shall establish site office for his staff and also make provision of space and furniture for Employer’s Representative at his own cost.

Water for works and workforce, Electricity, Power, Fuel etc.

66.1 The contractor at his own expenses should provide water from municipal mains or other sources for the use of work and workmen. The contractor shall be fully responsible to arrange such electricity,
power, water, and fuel as may be necessary to complete the works and fulfill his obligations under the Contract. The unit rates and prices quoted by the Bidder in the Bill of Quantities shall include the cost of all electricity, power, water, and fuel as may be required.

**Site Office for the supervision for the work**

67. The Contractor shall at his own cost make available during the progress of the works and until the date of final completion thereof an Office in all respect suitable for the purpose of a Site Office for the Project Manager and its representatives, and a no less than 40 sqm, together with a laboratory as mentioned in Section 6 under Supplementary Information to be established by the Contractor. The office shall contain no less than sufficient number of tables, chairs, steel Almirahs, a sufficient number of display boards and toilet facilities. All such office, laboratory and other facilities shall be made available within 30 days from the date of commencement of work as per requirements and directions of the Project Manager, including maintenance of the same. The said office shall be removed from the site on the completion of the Work. All dismantled items of the Site Office and furniture items shall be the property of the Contractor at the completion of the work and its onward disposal shall remain the responsibility of the Contractor.

**Specification of Equipments:**

The bidder will provide detailed list of equipments with numbers and detailed specifications for each of them.
O & M Contract Heads of Terms:

Definitions and Interpretation:

1. **Annual Report**- the report to be provided by the Contractor annually during the term of the O&M contract.

2. **Availability**- means the availability of the Plant to feed electricity into the grid.

3. **Availability Contractual Penalty**- the penalty imposed if the plant fails to reach its contractual availability.

4. **Contractor**- the O&M Provider.

5. **Guaranteed Average Availability**- the guaranteed average availability of the plant for power generation during a specified time period and conditions as defined in the contract.

6. **Guaranteed Response Time**- is the time taken to resolve faults, and is dependent on the nature of the fault and its impact on the total output of the project.

7. **Maintenance**- the execution of all operations, required to maintain the functioning of the Plant in accordance with the agreed maintenance schedule.

8. **Measured Average Availability**- the actual average generation availability of the Project. This is measured and calculated as defined in the contract.

9. **Normal Performance**- defined as performance within [5%] of the Performance ratio as defined in Appendix [x].

10. **OEM**- original Equipment Manufacturers. For example, the manufacturers of the modules, inverters, mounting system, security system and medium voltage electrical systems.

11. **Plant**- the power plant to which this contract refers. Details of the power plant should be contained in an annex to the contract, including the total nominal power output (MWp), details of the equipment and systems that form the plant.

12. **Principal**- owner of the Plant.

13. **Repairs**- the implementation of all works required to restore the function of the Plant following damage or failure.

**Subject and Purpose of the O&M Contract**
1. The Contract covers the technical monitoring, performance monitoring, maintenance and repair of the Plant, and associated activities.
2. Access to the Plant shall be provided by the Principal to the Contractor.
3. The Contractor shall be properly trained and well acquainted with the Plant.
4. The Contractor shall maintain the Plant in accordance with the O&M contract, O&M Handbook, OEM instructions, technical conditions set out in the Grid Connection Agreement and Power Purchase Agreement (or similar), and applicable legislation.
5. The Contractor will maintain the plant as defined in the definition and annex [x]. This will include (but not necessarily be limited to):
   - DC Generation components (modules, cables, mounting structures)
   - AC Generation components (inverters, cables, transformers, MV switchgear)
   - Monitoring Systems [monitoring generation of power, climate (irradiation, wind, temperature), security, video control system (CCTV)]
   - Site in general (vegetation control, road and site access, security fence and gates, buildings)
6. The Contractor shall maximize the output of the Plant in both the short and long term by monitoring and rectifying disruptions, and enable the Plant to adhere to the Minimum Availability parameter.
7. The Contractor is to provide periodic reports and advise on technical issues during operation.
8. The Contractor shall maintain the Plant to ensure that the degradation of the Performance Ratio is not more than [1%] per year [as defined in the Acceptance Test]
9. The Contractor shall operate and maintain the Plant such that warranties under the EPC contract are not restricted and remain enforceable.

Tasks and Obligations of the Contractor

Operation of the Project

The Contractor shall:
1. Operate the Plant on behalf of the Principal, and ensure uninterrupted operation (wherever possible) and optimal usage of the Plant, subject to the weather conditions.
2. Advise the Principal on all significant issues relating to the operation of the Project.
3. Make sure that the Principal has unlimited right to inspect the Plant and perform works on it.

Maintenance

1. The Contractor shall maintain the Plant in accordance with the Maintenance Schedule (contained as an annex to this agreement). The Maintenance Schedule will show the minimum maintenance required and minimum frequency for each item per annum.
2. The Contractor shall carry out a minimum of [two] maintenance inspections per year. This shall include the assessment of the condition of the Plant including (but not limited to) the following:
   - Condition of the generation equipment and supporting structures.
   - Functional check and condition of the security systems.
   - Visible damage and defects including functional check of safety equipment.
   - Inspection of the medium voltage components (up to the grid metering point).
3. The Contractor shall, as a minimum, maintain Plant components in order to comply with their warranty conditions.
4. The Contractor shall remove snow and other accretions (dust and dirt) from the modules as required.
5. The Contractor shall keep the Site free from undesirable growth of plants and shrubs, to achieve the best possible energy yields. Green areas shall be mowed and waste materials removed. Dust shall be kept to a minimum to reduce soiling. Vehicles and machines will be used such that they do not damage plant components.
6. The Principal shall pay the cost of electricity and water required for maintenance purposes (within the boundaries of the Plant)—and not expressly covered by another clause within this agreement.
7. The Contractor shall maintain the Plant so that the degradation of the Performance Ratio is not more than [1%] per year, and shall inform the Principal if this limit is likely to be exceeded.
8. The Contractor shall perform specialized cleaning as required, on a site-specific basis to avoid seasonal dust and dirt accumulation.
9. All maintenance work that may affect the energy generation of the Plant, will be carried out, as far as reasonably possible, during low-irradiation periods.

Monitoring of the operation / analysis of the data / switching off of the Plant

The Contractor shall:
• Monitor the operation of the plant and feeding capacity, without interruption, 365 days a year, and 24 hours a day. This will be done using remote data monitoring systems which will be maintained and updated by the Contractor.
• Set right faults that can be rectified remotely. This shall be done as soon as possible and within [1] day. All other faults shall be rectified within the Guaranteed Response Time.
• Check and assess the data collected on a daily basis, and compare the readings with the assumed targets, by referring to the following functions and operations:
  • DC Component Availability.
  • AC Component Availability.
  • Irradiation.
  • Generation (kWh).
  • Network availability.
  • Function of the Security System.
  • Performance Ratio.
  • Faults and Response Logs.
• Manage and maintain the operational monitoring and data recording system in a secure and permanent manner.
• Be obliged to switch off the Plant within [1] day if the operator of the Grid System requires.
• The Principal shall have unrestricted access to read the remote monitoring data.

Failure Messages and Reaction Time
1. The Contractor shall monitor the Plant in accordance with this agreement. In the event of a malfunction occurring in one of the functions monitored, a failure message will be sent to the Contractor.

2. The Contractor is obliged to take all reasonable measures necessary to rectify any malfunction notified by a failure message, or detected through an inspection, as soon as possible to restore the functionality of the Plant.

3. The Contractor is obliged to acknowledge and react to failure messages, depending on the severity of the failure or malfunction, as shown below:
   - The Contractor is obliged to acknowledge the failure message within [1] calendar day.
   - If the failure has a low impact on the yield loss of the Plant [<5%] per calendar day, then the Contractor will commence and conclude measures to resolve the problem within [14] calendar days of having received the failure message.
   - For other failures in the Plant, the Contractor will commence measures to remedy the malfunction within [24] hours after having received the failure message.
   - Where relevant spare equipment is available on site or within the Contractor’s control, the repair will be completed within [36] hours of receipt of the failure message.
   - Where spare equipment is not available on site or within the Contractor’s control, the Principal will be informed and updated on the repair options, progress and return to service date. The Contractor will order the spare parts within [one] business day and carry out the repairs, if and when the parts become available, within the Guaranteed Response Time.

Repair
1. The Contractor is responsible for repairs in order to bring the Plant to fault-free operation.
2. The Contractor is to correct defects that become known through technical monitoring, and visual and functional checks.
3. The Contractor is to replace damaged components, or parts that are causing disruption to the operation.
4. In cases where material and spare parts are required by Contractor, the amount will be paid by Principal without the need for prior approval, provided the value does not exceed INR 100,000.00 [USD 1500] within a [six] month period.
5. Approval in writing is to be sought from the Principal for repairs including material and spare parts) that are expected to exceed [USD 1500] within a [six] month period.
6. The Principal shall approve the cost of repairs within [3] business days.
7. The Contractor is to keep a spares stock of particularly susceptible components.
8. Spare parts, tools, measurement and test equipment are the responsibility of the Contractor.

Materials and Lubricants
1. The Contractor will provide under this agreement all consumables, small items, and lubricants (with a value less than [x]) required for the maintenance, inspection and repairs without charge.
2. The Contractor guarantees that all parts to be delivered and installed within the scope of this agreement will correspond to the parts being replaced, with respect to functionality and durability.
3. The Contractor is responsible for the removal and disposal of old parts, lubricants, packaging as required by the relevant laws and regulations.
4. The Contractor gives an assurance to keep parts available to PV plant experts or for inspection by insurance advisors/estimators whenever an insurance claim is made.

Documentation and Reporting Obligations
The Contractor is to provide the following reports:

1. Monthly reports describing the availability, day by day production, performance ratio, irradiation measurements, faults and maintenance or repair activities that are conducted on the Plant.
2. Quarterly reports describing material events (that occurred or are expected to occur) such as maintenance tasks and repairs, a schedule for repairs and maintenance, a stock list of spare parts and consumables, and a description of availability, irradiation, Performance Ratio and downtime.
3. Semi-annual inspection reports documenting the visual and function checks with photographic evidence of observed issues.
4. Annual reports for each year of the contract period giving:
   - A summary of repairs and maintenance tasks completed.
   - Parts and consumables used for repairs and maintenance, and total cost thereof.
   - A summary of performance and operation: monthly availability, Performance Ratio and production.
   - A summary of plane of array irradiation measured on Site.
   - The annual Performance Ratio and a comparison of production with irradiation corrected target values given by the energy yield prediction.
   - Forecast of scheduled maintenance.
   - Reports on significant disruptions, damage or defects.

Commercial Operation

1. The Contractor will check and verify the accounts with the energy supplier and energy off-taker in accordance with the Power Purchase Agreement.
2. The Contractor shall check invoices that have been received by the Principal from third parties—in the course of the operation, maintenance and repair of the Plant—for plausibility and accuracy.

Defect and Insurance Claims

1. The Contractor is required to inform the Principal about possible and actual defects in the Plant for which the Principal may have Warranty claims under the EPC Contract or under other agreements that the Principal may enter into in respect of the Plant as soon as it gains knowledge of such defects.
2. The Contractor’s own works, equipment, spare parts and materials provided should be covered by warranty for a period of [2] years.
3. The Contractor will provide full support to the Principal in communication with insurance companies for matters related to the Plant.
In the event that the Contractor cannot remedy the defects or fails to redress or make good any defect as soon as possible, the O&M contractor shall pay the Principal damages to compensate the loss incurred (including loss of profit).

**Carrying out the operational management in compliance with the applicable laws and using professional personnel**

1. The Contractor should be required to ensure that the Plant is operated and maintained in compliance with the applicable laws and contract supporting documents (for instance, O&M handbook, relevant permits, consents and licenses).
2. The Contractor ensures that suitably qualified, experienced and accredited personnel will be used for each task.

**Security**

[Depending on the requirements of the Principal, the Contractor may be made responsible for the security arrangements for the Plant. If so, the requirements for monitoring and maintaining the security system—and the costs of providing these services—should be contained in the agreement]

- Security to be provided and monitored 365 days/year for 24 hours/day.

**Warranty and Liability**

**Warranty Period**

1. The Contractor warrants all respective maintenance work undertaken in accordance with this agreement. Guarantee is also given for operations to remedy any agreed failures for a period of cover of [three] years from the time of the work.

**Replacement of Parts**

1. The Contractor provides a three-year warranty for any replacement of parts and components provided and installed under this agreement.

**Guaranteed Availability**

1. The Contractor is to ensure that the Measured Average Availability in each generation period equals or exceeds Guaranteed Average availability figures in the following manner:
   - Guaranteed Average Availability for each [twelve] month Generation Period of this agreement will be in excess of: 97%

2. The Measured Average Availability shall be calculated according to the following formula:
   - Measured Average Availability = Grid-connected available hours / possible available hours * 100%.
   - Grid-connected available hours are the number of hours that the inverters are connected to the grid and available for export of power. In effect, it also means the number of
daylight hours (which are to be defined) during which the Plant is able to convert
irradiation into energy. Importantly, availability outside daylight generation hours is not to
count towards the grid connected availability hours.
- Possible available hours need to be defined (taking leap years into account). It should
  exclude hours allowed due to a) defined periods of planned maintenance (e.g. \([x] \) hours
  per year in winter months, \([x] \) hours per year in summer months) and b) hours when the
  Plant was not available as a result of Force Majeure events.
- If the Measured Average Availability for a generation period is less than the relevant
  Guaranteed Average Availability for a generation period, the Contractor shall pay an
  Availability Contractual Penalty [rate of penalty and calculation to be agreed].

**Liability**

It is important to specify the equations for calculation of the liability due to low availability and the
maximum cap on liability besides outlining the method and timing for the Contractor to reimburse the
Principal. These reimbursements may take the form of financial payments to compensate for the
generation losses, or reductions in the remuneration to the Contractor (under the O&M agreement) in
the subsequent term.
- Liability should be limited to the loss of earnings of the Principal, taking into account any
  payments that are made by the insurance cover or other warranties on the Plant.

**The Contractor’s right to employ sub-contractors and the Principal’s right to instruct third party
contractors**

Clauses are required to specify the entitlement of the Contractor to use competent third parties to fulfil
obligations arising from this O&M Contract. The Contractor should be fully responsible for the action of
sub-contractors.

Often, the Principal has the right to refuse the use of third parties. However, this should be expressly
covered in this agreement.

**Obligations of the Principal**

These will include:
1. The creation and upholding of the legal pre-requisites for the operation of the Plant.
2. The provision of documents and information necessary for the operational management of the
   Plant and fulfilment of the Contractor’s obligations.
3. Granting rights of access to the Plant, grounds and buildings inside the Site (as required for the
   execution of this agreement) at all times.

**Remuneration**

The cost and remuneration of the O&M contract will be broken down into:
1. Fixed Remuneration
   - Paid by the Principal based on an annual fixed lump sum per kWp of installed nominal
capacity (as defined in the EPC contract).
2. Reimbursement of expenditure and remuneration for other services not included in the fixed remuneration, and invoiced separately at agreed prices:
   - Spare parts and components that are approved in advance by the Principal and are required for maintenance and repair. This will not include parts that are subject to warranty claims, or minor repairs of value less than [x].
   - Services and ancillary costs that are approved in advance by the Principal and are required for maintenance and repair. This will not include services that are due to parts that are subject to warranty claims, or minor repairs of value less than [x] that are to be corrected during semiannual inspections.

3. Agreement is to be made on the invoicing dates/ frequency and payment terms for the Principal.
4. Agreement is to be made on the indexation of the remuneration over the term of the agreement. Often this is linked to a consumer price index, power purchase or tariff increase or inflation index.

Exclusions and work outside the agreement

1. Exclusions to the availability guarantee and agreed remuneration, including maintenance or repair work that are caused by:
   - “Acts of God”
   - Extreme weather effects
   - Improper influence of the Principal
   - Third parties not attributable to the Contractor on the Plant

2. Work covering these exclusions will be decided upon between the Principal and Contractor at the rates for additional work agreed in this agreement.

3. Work outside the agreement including repair work undertaken within the scope of the insurance policy. In this case, the Contractor will carry out work as agreed with the insurance company and Principal. Costs will be agreed within the insurance terms and additional costs agreed with the Principal.

Legal, Governing Law and Jurisdiction

The contract should have sections covering:
1. Governing law and court of jurisdiction of the agreement. The governing law is normally the law of the country in which the Plant is located.
2. A legal succession or a transfer of rights condition is required to reserve the Principal’s right to assign the O&M contract to a third party.
3. Non-disclosure agreement. This agreement between the Contractor and the Developer will outline what is to be considered confidential and what information may be disclosed to third parties.
4. Contractual language. Defining the language that the official legal contract and agreement would be drafted in.

Agreement on the language for delivery of reports, documentation and accounts, and the version for the legal copy.
Insurance

The contract should also have a section outlining the insurance responsibilities of the Contractor for the operations and maintenance activities. This insurance should cover damage to the plant as well as provide cover for employees conducting the maintenance. It is also normal for the Contractor to arrange and pay insurance for the full site. The agreement should contain full details and remuneration requirements, while the annex to the contract should include the insurance documentation.

Duration and Termination of Agreement

Sections covering:
1. Commencement of the agreement.
2. Standard Duration of the agreement. [This is for a 10 year period.]
3. Extension of the agreement (at the option of the Principal)
4. Renegotiation of the terms of the agreement following the expiration of the EPC Warranty. [After the expiration of the EPC warranty, the Contractor or the Principal may choose to renegotiate the terms of pricing, provision of O&M or support services, based on the past performance of the plant and the existing O&M agreement. The O&M contract is terminated if concurrence cannot be reached on the renegotiation of terms.]
5. Termination of this agreement may also happen due to:
   - Financial arrears.
   - Insolvency.
   - “Good cause” relating to statutory law, failure to comply with the requirements contained in this agreement, or environmental, planning or legal breaches.

Communication

A section is also required to describe the pre-conditions for maintaining efficient and acceptable channels of communication between the Contractor and the Principal. There should also be details of the representatives of the Principal and Contractor.

Appendices to the O&M Contract

Within the contract, reference will be made to a number of stand-alone documents, which will form an integral and fundamental part of the contract.
These documents may include the following:
1. Description of the Plant
2. Schedule of Maintenance
3. Insurance Cover
4. Sample Test Report [This should include all the tests that are planned to be done on the Plant.]
5. Draft Annual Report [This should detail the outline of the report that will be issued on a yearly basis.]
6. Price list [This should contain staff charge out and expense rates, the agreed rates for any components and/or the mark up and transportation costs for the items.]

7. Technical Connection Conditions [This will include all technical conditions imposed upon the Plant, including any imposed by the grid operator.]


9. Form of O&M Handover Protocol [This should be a form detailing the agreed handover procedure.]

10. Energy Yield Analysis [This will be a copy of the energy yield study that should have been completed by an independent company and accepted by both parties.]
4. Drawings:

Detailed drawings will be provided by bidder.
5. Personnel Requirements:

Bidder to provide details.
6. Equipment Requirements:

Bidder to provide details.
## Section VII. General Conditions of Contract

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1. Definitions

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

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

(b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

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

(d) “Day” means calendar day.

(e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

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

(g) “Eligible Countries” means the countries and territories eligible as listed in Section V.

(h) “GCC” means the General Conditions of Contract.

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

(j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).

(k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.

(l) “Related Services” means the services incidental to
the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

(m) “SCC” means the Special Conditions of Contract.

(n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(p) “The ADB” is the Asian Development Bank.

(q) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Corrupt Practices

3.1 ADB’s Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:

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

(i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a
party to obtain a financial or other benefit or to avoid an obligation;

(iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and

(d) will sanction a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.

3.2 The Supplier shall permit the ADB to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the ADB, if so required by the ADB.
4. Interpretation

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

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(a) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

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

(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right
4.6 **Severability**

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

5. **Language**  

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. **Joint Venture, Consortium or Association**  

6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. **Eligibility**  

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

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

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.

10. Settlement of Disputes

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

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section VI, Schedule of Supply.

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery

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

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

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

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

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

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
17. Taxes and Duties

17.1 For goods supplied from outside the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country.

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

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

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

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

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

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

19. Copyright

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

20. Confidential Information

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

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

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

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

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

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

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

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

21. **Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

22. **Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

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

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

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
23. Packing and Documents

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

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

24. Insurance

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

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections VI, Schedule of Supply.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections VI, Schedule of Supply.

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

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

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

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

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

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

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

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the
Section VII. General Conditions of Contract

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Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

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

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

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

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

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

29. Patent Indemnity

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

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

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

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

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

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

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

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

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct:

(a) neither party shall be liable to the other party 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 amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

33. Change Orders and Contract Amendments

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and

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

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

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

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

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

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

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

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

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

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

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

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

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

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC 1.1(j) | The Purchaser’s country is: India |
| GCC 1.1(k) | The Purchaser is: Department of Tourism, State of Uttarakhand. |
| GCC 4.2(a) | The version of Incoterms shall be: Incoterms ® 2010 |
| GCC 5.1 | The language shall be: English |
| GCC 6.1 | The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable. |
| GCC 8.1 | For notices, the Purchaser’s address shall be:  
Attention: Program Director,  
Program Management Unit (PMU),  
Uttarakhand Tourism Development Board  
Street Address: Pandit Deendayal Upadhyaya Paryatan Bhawan,  
Near ONGC Helipad, Garhi Cantt.  
Floor/Room number:- 1st Floor  
City: Dehradun - 248003  
Country: India  
Telephone.: Tel: +91-135-2559987,  
Facsimile number: : +91-135-2559988  
Electronic mail address: utdb.pmu@gmail.com,  
Website : www.uttarakhandtourtism.gov.in |
| GCC 9.1 | The governing law shall be the laws of the State of Uttarakhand, India. |
| GCC 10.2 | The formal mechanism for the resolution of disputes shall be:  
In case of a dispute between the Purchaser and the supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC). The arbitration procedure shall be administered by the SIAC. |
**GCC 11.1**
The scope of supply shall be as defined in : Section VI, Schedule of Supply.
At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section – VI, Schedule of Supply included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related services are increased or decreased at the time of award.

**GCC 12.1**
Details of shipping and documents to be furnished by the Supplier shall be:
“For Goods supplied from abroad as per **Incoterms CIP**: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of loading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:
(a) Five copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;
(b) original and four copies of the negotiable, clean, on-board bill of loading marked “freight prepaid” and four copies of non-negotiable bill of loading;
(c) Five copies of the packing list identifying contents of each package;
(d) insurance certificate;
(e) Manufacturer’s or Supplier’s warranty certificate;
(f) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and
(g) Certificate of origin.
The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser’s country as per **Incoterm EXW**: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:
(a) Five copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;
(b) delivery note, railway receipt, or truck receipt;
(c) Manufacturer’s or Supplier’s warranty certificate;
(d) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and
(e) Certificate of origin.
The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

**GCC 15.2**
The price adjustment shall be: Not Applicable
Payment of the contract price shall be made in the following manner:

**Advance Payment:** Ten (10) percent of the Price Bid (Total of Contract Price of Goods and Services till commissioning), within twenty-eight (28) days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered and all the necessary and essential Services required for commissioning of the Sub Project are complete. The security shall be in the form as specified in Section IX, Contract Forms, of a minimum of 24 months’ duration. *(This Advance Payment will not be deducted from the Supplier’s future Invoices / Bills).*

Separate certificates upon Completion; for acceptance of Goods and Services (Till commissioning) and O&M will be issued

**Schedule 1A: For Goods**

a) **On Shipment:** The Purchaser shall pay the Supplier eighty (80) percent of the Contract Price of Goods (ONLY), shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1.

b) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within twenty-eight (28) days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.

**Schedule 1B: For Services**

a) **On Completion:** The Purchaser shall pay the Supplier Ninety (90) percent of the Contract Price of Related Services, upon completion of work to the satisfaction of Project Manager and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.

NOTE: Two (2) separate Acceptance Certificates each for Goods and Services (Till Commissioning) will be issued by Purchaser.

**Schedule 2 : For O&M Services (After Commissioning)**

a) **On Regular basis:** The Supplier will raise Invoices on a monthly basis for Operation Services (for Ten years) and Maintenance Services (for Nine years) and the Purchaser shall pay Ninety (90) percent of the value of the Invoices raised, upon submission of a claim supported by the acceptance certificate issued by the Purchaser and/or its Authorised Representative/s.

b) **On Completion:** The Purchaser shall pay the Supplier balance Ten (10) percent of the Contract Price of Related Services, upon completion of Services to the satisfaction of Purchaser and/or its Authorised Representative/s and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
| GCC 16.4 | The currencies for payments shall be:  **The currency/ies for payment shall be the currency/ies in which the bid of the successful bidder is expressed.** |
| GCC 18.1 | The Supplier shall provide **Two (2)** separate **Performance Securities of 10%** percent of the amounts and currencies of the Contract Price each for Goods and Services (Till Commissioning) and O&M Services (After Commissioning).  

The **Performance Security of 10%** for O&M Services (After Commissioning) will be submitted within 28 (Twenty-eight) days of issuance of Completion Certificate after Commissioning of the facilities. |
| GCC 18.3 | The types of acceptable Performance Securities are:  **Unconditional Bank Guarantee** issued from any reputable bank located outside Purchaser's country, or any reputable local bank, including a nationalized bank. In case the institution issuing the guarantee is located outside India, it shall have a correspondent financial institution located in India to make it enforceable. |
| GCC 18.4 | Discharge of Performance Security shall take place: **in accordance with GCC Sub – Clause 18.4.** |
| GCC 23.2 | The packing, marking, and documentation within and outside the packages shall be:  

i) Packaging should follow the safety and handling norms, if any, of the Manufacturer,  

ii) All packages should clearly display the name address of the Purchaser, name of the project and funding agency. |
| GCC 24.1 | The insurance coverage shall be in accordance with:  

“Pursuant to GCC, Sub-Clause 24.1, the Supplier must insure the Goods in an amount equal to 110 percent of the CIF, CIP or EXW price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.”  

Separate insurance coverage during the O&M phase will be applicable, for; (a) for the Works, Plant and Materials; (b) for loss or damages to equipment; (c) for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract; (d) for personal injury or death; (i) of the Contractor’s employees; (ii) of other people and any other items as per rules / statutes of Government of Uttarakhand. |
| GCC 25.1 | Obligations for transportation of the Goods shall be in accordance with:  **Incoterms 2010.** |
| GCC 27.1 | The liquidated damage for delay shall be: **0.5%** of the Contract Price per week or part thereof for Goods supplied and Services rendered till commissioning of the facilities. |
GCC 27.1 | The maximum amount of liquidated damages shall be: **10%** of the Contract Price, applicable to the supply of Goods and Services rendered till commissioning of the facilities.

GCC 28.3 | The period of validity of the Warranty shall be: **12 months after issue of Completion Certificate by the Purchaser**. Completion Certificate will be issued by the Purchaser after Commissioning of the facilities.

GCC 28.5 | The Supplier shall correct any defects covered by the Warranty within: **30 days** of being notified by the Purchaser of the occurrence of such defects.

GCC 30.1 | The amount of aggregate liability shall be: **100% of the Contract Price**.
Section IX. Contract Forms

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Agreement

THIS AGREEMENT made the _______ day of ______________________, _____, between ________________ ______________________ of ___________________________ (hereinafter “the Purchaser”), of the one part, and ____________________________________ of ___________________________ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _________________________________________________________ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of __________________________________________________________ (hereinafter “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 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 Purchaser’s Notification to the Supplier of Award of Contract;
   (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
   (c) the Special Conditions of Contract;
   (d) the General Conditions of Contract;
   (e) the Schedule of Supply; and
   (f) _________________________________________________________

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of ___________________________ on the day, month and year indicated above.
Signed by __________________________________________ (for the Purchaser)

Signed by __________________________________________ (for the Supplier)
Performance Security

Date: ____________________________

Contract Name and No. : _____________

To: __________________________________

WHEREAS _______________________________ (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. _______________ dated ____________________ to supply ________________________________ (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security ___________________ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned ___________________________________________, legally domiciled in _________________________________, have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of __________________________ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of __________ ____________ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _________________ day of ________________, _____.

Name ______________________________________________________________

In the capacity of ____________________________________________________

Signed ____________________________________________________________
Duly authorized to sign the security for and on behalf of ______________________
Date ______________________
Advance Payment Security

Date: ______________________________

Contract Name and No. : _____________
________________________________________

To: ___________________________________________________________________________

In accordance with the payment provision included in the Contract, in relation to advance payments, _______________ ________________________________ (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of _____________ ___________, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of __________________________.

We, the undersigned ______________ __________________________________________, legally domiciled in ___________________________________________________________________, (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding __________________________

_____________________________________________________________________________.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until __________________________. ________.

Name __________________________________________
In the capacity of __________________________________________
Signed ___________________________________________________________________________
Duly authorized to sign the security for and on behalf of __________________________
Date ________________________________
Uttarakhand Tourism Development Board  
Government of Uttarakhand

Infrastructure Development Investment Program for Tourism (Project 3)  
ADB LOAN No. 3223 – IND

BIDDING DOCUMENT (REBID – 1)  
For

Procurement of Goods  
For

Development of Tourist Safety and Management System  
(TSMS)

(Two Stage - Two Envelope Bidding Procedure)

Volume 2 - Price Bid

Issued on : 28th December - 2015.  
Invitation for Bid No. : IDIPT (UK)/T3/ICB/G/02/R1/2014-15  
Package No. : UK/IDIPT/III/GEN/02

Employer : Uttarakhand Tourism Development Board (UTDB)

Represented by:  

The Program Director  
Program Management Unit (PMU),  
Uttarakhand Tourism Development Board  
Pandit Deendayal Upadhya Paryatan Bhawan,  
Near ONGC Helipad, Garhi Cantt. Dehradun – 248003.

Country : India
VOLUME – II: PRICE BID
VOLUME- II

PRICE BID
Price Proposal Submission Sheet

Date: XX/XX/XXXX
Package No.: **UKIDIPT/III/GEN/02**
ICB No.: **IDIPT-UK/ICB/G/02/R1/2014-2015**

To:

The Program Director,
Infrastructure Development Investment Program for Tourism,
State of Uttarakhand IDIPT (UK),
Uttarakhand Tourism Development Board (UTDB)
Pandit Deendayal Uppadhyaya Paryatan Bhawan,
Dehradun, Uttarakhand – 248003 [India]
Tel: +91-135-2559987, Fax: +91-135-2559988

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services:

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

[Insert the total Bid Price in words and figures, indicating the various amounts and the respective currencies;]

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

Discounts: If our Bid is accepted, the following discounts shall apply.
[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts: The discounts shall be applied using the following method:
[Specify in detail the method that shall be used to apply the discounts;]

(e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

[Insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was, or is to be, paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate “none.”]
Name of Recipient | Address | Reason | Amount
---|---|---|---

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

(f) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name __________________________________________
In the capacity of __________________________________
Signed ____________________________________________

Duly authorized to sign the Bid for and on behalf of _______________________
Date ________________________________
**ABSTRACT OF BID PRICE**

Date: XX/XX/2014  
Package No.: UKIDIPT/III/GEN/02  
ICB No.: IDIPT- UK/ICB/G/02/R1/2014-2015

Name of Bidder _____________________________________

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Amount (INR) / (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In Figures</td>
</tr>
<tr>
<td>1.</td>
<td>Cost of Goods to be offered from within the Purchaser’s Country.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Total of Col 7)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cost of Goods to be offered from outside the Purchaser’s Country.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Total of Col 7)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cost of related services to be offered from outside and within the Purchaser’s Country.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Bid Price</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>*Provisional Sum</td>
<td>1,000,000/-</td>
</tr>
<tr>
<td></td>
<td><strong>Total including Provisional Sum</strong></td>
<td></td>
</tr>
</tbody>
</table>

*A Provisional Sum of INR is provided to cater for “Fees of Third Party Inspection Agency”, as per Clause number – GCC 26.2, of Special Conditions of Contract*

Name ____________________________________________

In the capacity of __________________________________

Signed ____________________________________________

Duly authorized to sign the Bid for and on behalf of ______________________________

Date ________

Bidding Document for IDIPT UK  
Contract Package No.: UK/IDIPT/III/GEN/02
### PRICE SCHEDULE FOR GOODS TO BE OFFERED FROM WITHIN THE PURCHASER’S COUNTRY

**Date:** XX/XX/2014  
**Package No.:** UKIDIPT/III/GEN/02  
**ICB No.:** IDIPT- UK/ICB/G/02/R1/2014-2015

Name of Bidder _______________________________________

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Country of Origin</th>
<th>Domestic Value Added in Percent</th>
<th>Quantity and Unit of Measurement</th>
<th>Unit Price EXW</th>
<th>Total EXW Price per item</th>
<th>Sales and Other Taxes Per Item</th>
<th>Total Price per Item including Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount**

**Notes:**  
Column 4: In accordance with margin of preference ITB Clause 35, if applicable.  
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB Clause 14
Currency in accordance with ITB Clause 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser’s country if Contract is awarded

The Purchaser shall use its best efforts to enable the Supplier to benefit from any tax savings it is entitled to by issuing an Essentiality Certificate under GOI notification No. 108/95 and 84/97 which will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty on Equipments and Goods, which are to be supplied. The Certificate will be issued in the format indicated in Section 9, which certifies the estimated quantities of Materials that are to be supplied. The responsibility for obtaining any such exemptions from a Competent Authority will remain with the supplier/ Contractor and the Purchaser shall not in any way be responsible for admissibility of the claims or eligibility of the supplier/ Contractor.

The bidders are also advised to familiarize themselves with local tax laws such as VAT, and statutory taxes such as Income Tax, Service Tax, Applicable Cess / Surcharges, etc.

Name ____________________________________________
In the capacity of ____________________________________________
Signed ____________________________________________
Duly authorized to sign the Bid for and on behalf of ____________________________________________
Date ____________________________________________
# PRICE SCHEDULE FOR GOODS TO BE OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY

**Name of Bidder**: __________________________________________

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Country of Origin</th>
<th>Quantity and Unit of Measurement</th>
<th>Unit Price</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Total Price FOB or FCA per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>CIP</td>
<td>FOB (...) or FCA (...)</td>
<td>CIP per Item</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 x 5</td>
<td>4 x 6</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
- **Column 5 & 6**: Incoterm in accordance with ITB Clause 14  
  Currency in accordance with ITB Clause 15
- **Column 6**: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.
Name ____________________________________________

In the capacity of ____________________________________________

Signed ____________________________________________

Duly authorized to sign the Bid for and on behalf of ____________________________________________

Date ____________________________________________
# PRICE SCHEDULE FOR RELATED SERVICES

TO BE OFFERED FROM OUTSIDE AND WITHIN THE PURCHASER'S COUNTRY

**Date:** XX/XX/2014  
**Package No.:** UKIDIPT/III/GEN/02  
**ICB No.:** IDIPT- UK/ICB/G/02/R1/2014-2015

Name of Bidder _______________________________________

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Country of Origin</th>
<th>Quantity and Unit of Measurement</th>
<th>Unit Price</th>
<th>Total Price per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation and Finalisation of Detailed Project Report</td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>2</td>
<td>Design, Testing of Software for TSMS</td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>3</td>
<td>Construction of Ancillary Works</td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>4</td>
<td>Installation Testing and Commissioning of TSMS</td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>5</td>
<td>Operation of installed Equipments (For 10 years)</td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>6</td>
<td>Maintenance of installed Equipments (For 9 years)</td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>7</td>
<td>Spare parts as required (For 9 years)</td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
</tbody>
</table>

**Total Amount**

---

Bidding Document for IDIPT UK  
Contract Package No.: UKIDIPT/III/GEN/02
Notes:
Column 5 & 6: Currencies in accordance with ITB Clause 15

Prices are to be quoted inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name
In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date
# PRICE SCHEDULE FOR RECOMMENDED SPARE PARTS

**Date:** XX/XX/2014  
**Package No.:** UKIDIPT/III/GEN/02  
**ICB No.:** IDIPT- UK/ICB/G/02/R1/2014-2015

Name of Bidder ________________________________

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Spare Parts related to: Operation (For 10 years) and Maintenance (For 9 years)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Bidder shall name and give full description of each Spare Parts for respective equipment with Catalogue No, Specification etc.*

Name ________________________________

In the capacity of ________________________________

Signed ________________________________

Duly authorized to sign the Bid for and on behalf of ________________________________

Date ________________________________
## Monitoring Plan

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Attributes</th>
<th>Parameters to be Monitored</th>
<th>Standards</th>
<th>Frequency</th>
<th>Location</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ambient Air Quality</td>
<td>CO, NOx, PM10, PM2.5, and SO2</td>
<td>CPCB/UEPPCB guidelines</td>
<td>Once in a season in the entire construction period (except monsoons)</td>
<td>At two locations in the construction site</td>
<td>DBOT Contractor, DSC (supervision) through approved Monitoring Agency</td>
</tr>
<tr>
<td>3</td>
<td>Noise Levels</td>
<td>Noise quality as per National Ambient Noise Standards on db (A) scale</td>
<td>MOEF Noise Rules 2000</td>
<td>Once in every three months (Except monsoon) during construction and operation stages</td>
<td>At two locations in the construction site</td>
<td>DBOT Contractor, DSC (supervision) through approved Monitoring Agency</td>
</tr>
</tbody>
</table>
## Environmental management and monitoring costs (INR)

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate per sample</th>
<th>Total Cost (INR)</th>
<th>Source of funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Environmental Monitoring</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Phase</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Quality (20x2 locations; Total 40 samples)</td>
<td>7500</td>
<td>3,00,000.00</td>
<td>DBOT Contractor</td>
</tr>
<tr>
<td>Noise Quality (20x2 locations, Total 40 samples)</td>
<td>2500</td>
<td>1,00,000.00</td>
<td></td>
</tr>
<tr>
<td>Capacity Building Expenses (5 Sessions in project life)</td>
<td>90000</td>
<td>4,50,000.00</td>
<td>PMU/ DSC</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td>8,50,000</td>
<td></td>
</tr>
</tbody>
</table>

Note: The contractor has to spend **INR 4,00,000/= (Rupees Four Lacs only)** from his own pocket to carry out the Air and Noise Quality monitoring as given above.