

Municipal Corporation Amritsar
INVITATION FOR BIDS
IMPLEMENTATION OF INFORMATION SYSTEM IMPROVEMENT PLAN

Procurement of Equipment.
under (MoUD-GRANT FOR ISIP)

No: MCA/ISIP/S.E(O&M)_____

Date:_____

1. Local Govt. Department of Punjab has received a Grant from the MoUD towards the Implementation of Various initiative under ISIP project and it intends to apply a part of the proceeds of this Grant to payments under the contract for Procurement and installation of Electromagnetic flow Meters at tube wells in Municipal Corporation Amritsar.
2. The Commissioner, Municipal Corporation Amritsar, on behalf of the Department of Local Government, Punjab, now invites sealed bids from eligible Bidders for the supply and delivery of Goods, Equipment and Related Services:

Sl. No.	Contract Package No.	Description of Goods and Related Services	Amount of Bid Security/EMD (Rs. In Lakhs)	Pre-Bid Meeting	Last Date Of Submission
1.	Initiative-1	Procurement, Installation of Electromagnetic flow Meters.	7.50	18-08-2010 at 11.30Hrs	25-08-2010 till 15.00 Hrs

3. Interested eligible Bidders may obtain further information and inspect the bidding documents on any working day at the office of the S.E (O&M), Municipal Corporation Amritsar.
4. The Bidding Documents/RFP may be purchased by interested Bidders on submission of a written application to the address above and upon payment of a non-refundable fee of Rs. 2500/- (Rupees Two thousand five hundred only) inclusive of all taxes, during normal office hours on all working days **from—02/08/2010, and up to 25/8/2010** . The method of payment will be Demand Draft/cash in favour of Commissioner, Municipal Corporation Amritsar, from any Nationalized/ Scheduled banks in India operating in India.
Firms, who download the RFP from the official website of the corporation (www.amritsarcorp.com) shall have to submit the cost of tender document besides their EMD. Else, their tenders shall not be accepted. Although all efforts to update the website shall be made in time, however, all bidders, who have downloaded the RFP from the website, must inform MCA about their desire to bid, so that any addendum/communication could be sent to them also. Failure to indicate their intention of bidding to MCA may deprive them of ongoing communications from MCA.
5. Bids document must be addressed to the Commissioner, Municipal Corporation Amritsar & must be delivered to the Office of the Commissioner, MCA on or before 15:00 hrs on 25/8/2010. All Bids must be accompanied by a Bid Security/EMD for each Contract package in the amount stated above. Late bids shall be rejected. Technical proposal shall be opened in the presence of the Bidders' representatives who choose to attend at 16:00 hrs on the same day, and at the Commissioner office. At the end of the evaluation of Technical proposals, MCA will invite bidders, who have submitted substantively responsive Technical proposals and who have been determined as being qualified for award, to attend the opening of the price proposal at the date and time to be determined. In the event of the specified day being declared a holiday, the bids shall be received and opened at the same time and place on the next working day.



6. MCA will not be responsible for any costs or expenses incurred by Bidders in connection with preparation or delivery of Bids.
7. Commissioner Municipal Corporation Amritsar, reserves the right to accept any bid, or reject any or all bids, without assigning any reason therefore and without thereby incurring any liability to the Bidder or Bidders.
8. Pre bid meeting shall be held in the office of S.E (O&M), Municipal Corporation Amritsar at **11.30** hours on 18/8/2010. Bidders are encouraged to participate in this meeting and it is desirable that bid documents are studied thoroughly before this meeting.

Commissioner



PREAMBLE TO THE BILL OF QUANTITIES

1.0 General

- 1.1 The Contractor shall be deemed to have read and examined the Tender Documents before completing the Bill of Quantities and the Schedule of Rates.

The Specifications, Schedules etc. are to be considered as explanatory of each other and no advantage shall be taken of any omission in tender documents.

- 1.2 The Contractor shall be deemed to be fully conversant with and to have made full allowance in his Tender for the site conditions, the nature and complexity of the work to be undertaken, the other extensive development and construction work currently being or which may be executed on and around the Site and all changes in the nature and condition of the Site from that existing at the time of Tender.

- 1.3 The Bill of Quantities is an estimate of the quantities of work involved and is to be used as a basis for pricing of the Tender and for valuation of the work executed, in conjunction with instructions to Tenderers, terms and conditions of contract, general, and technical specifications .

- 1.4 The rates quoted in the schedule shall be the all inclusive value for the work

described and be deemed to include for all the Contractor's liabilities and obligations and all risks set forth or implied in the document and all matters and things necessary for the proper construction, of the Works including surveying, setting out, plant, labour, supervision, materials/fittings, erection, maintenance, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied in the Contract. The Charge for any obligation of the Contractor for which apparently no corresponding item is given in the Bills of Quantities shall be deemed to be included in the Contract Rates and Prices entered against the billed items.



- 1.5 Extra items of work shall not vitiate the Contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer. The rates for extra items of works will be as per rates decided under Contract Conditions.
- 1.6 Unless otherwise stated, all items are measured net and no allowance will be made for wastage, working space, bulking or shrinkage, overlaps and the like.
- 1.7 All works shall be carried out strictly as per BIS (with latest revision) and standard specifications (amended from time to time) and if not specified, the works shall be carried out as per the directions of the Engineer.
- 1.8 The unit rate should be entered against each item in the Bill of Quantities and shall be written in ink in figures and words. Any item left unpriced will be deemed to be included for elsewhere in the Bill of Quantities or the Schedule and hence the rate for that item will be taken as NIL.
- 1.9 In case any discrepancy is found between the quoted rates and the amounts, the rates will be taken as correct. In case any discrepancy is found between figures and words quoted for rates, then the rates quoted in words will be taken as correct.
- 1.10 In case of any extra item arises the same shall be finalized based on Basic Schedule of Rates – published by Public Works Department Punjab and if the item will not be placed in CSR, the rates shall be finalized based on current market rates and rate analysis.

2.0 Electromagnetic Flow Meter

- 2.1 Electromagnetic Flow Meter shall be measured in numbers based on sizes.

The Contractor's Prices shall be deemed to be inclusive of all costs of design, manufacture, delivery, off loading, erection, complete installation, testing (and such other services as here in mentioned) for all necessary machinery, materials, all type of Fittings, skilled and unskilled labour, implements, tools, apparatus, carriage and all things which although not specifically mentioned in the Contract, may nevertheless be incidentally necessary for the proper manufacture, delivering, erecting, complete finishing, setting the installation of work and testing.



3.0 Approaches to Work Site

Provision for access and approach to all Tubewells sites is the responsibility of contractor and no payment will be made on this account.

4.0 Safety

The contract rates shall be deemed to include all costs of compliance with safety requirements in the Specification.

5.0 Deviation from Specification:

Any deviations from the specifications mentioned in the Bid document shall not be accepted.

6.0 Conditional Tender:

Conditional Tenders shall not be entertained. Contractors are required not to put any condition.



Section-I: Instructions to Bidders

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A. GENERAL

1. Scope of Bid

1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the MCA, as indicated in the BDS, issues this Bidding Document for the supply of goods and Related Services incidental hereto as specified in Section V, Schedule of Supply (SS). The name, identification 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 the "Borrower") indicated in the BDS has received financing (hereinafter called "Grant") from the Ministry of urban Development, Govt. of India (hereinafter called "the MoUD") towards 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 MoUD will be made only at the request of the Borrower and upon approval by the MoUD in accordance with the terms and conditions of the Ministry.

3. Corrupt Practices

3.1 The bidders/ suppliers/ contractors under MoUD- financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MCA :

- (a) defines, for the purpose of this provision, the terms set forth below as follows :
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving receiving, or soliciting of anything to influence the action of any such official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the Bidder



recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MoUD-financed Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MoUD financed Contract.

3.2 Furthermore, Bidders shall be aware of the provisions stated in Sub-Clause 3.2 and Sub Clause 29.1 (c) of the General Conditions of the 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, consortium, or association. Unless otherwise specified in the BDS, all parties shall be jointly and severally liable.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an Indian origin.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they :
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Bid; or
 - (d) 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 MCA regarding this bidding process; or
 - (e) Participated as a consultant in the preparation of a design or technical specifications of the goods and related services that are subject of the Bid.
- 4.4 A firm that is under a declaration of ineligibility by the ADB/world bank/MoUD in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the MCA, as the MCA shall reasonably request.



4.7 Power of Attorney authorizing the person to sign the bid document shall be submitted along with the bid.

5. Eligible Goods and Related Services

5.1 All goods and related services to be supplied under the Contract and financed by the MoUD, shall have as their country of origin India.

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, 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.

B. CONTENTS OF THE BIDDING DOCUMENT

6. Sections of the Bidding Document

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

VOLUME-1: Technical Proposals

Section-I	Instructions to Bidders (ITB)
Section-II	Bid Data Sheet (BDS)
Section-III	Evaluation and Qualification Criteria
Section-IV	Technical Proposal sheet
Section-V	Schedule of Supply & Technical Specification
Section-VI	General Conditions of Contract (GCC)
Section-VII	Contract Forms

VOLUME-2: Price Proposals

Section-VIII Price Proposal Form & Price Schedule

6.2 The Invitation for Bids issued by the MCA is not part of the Bidding document.

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

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 MCA in writing at the MCA's Address indicated in the BDS. The MCA will respond in writing to any request for clarification, provided that such request is received no later than twenty one (15) days prior to the deadline for submission of Bids. The MCA shall forward copies of its response to all Bidders who have required the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the MCA 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 24.2.
- 8.1 At any time prior to the deadline for submission of the Bids, the MCA may amend the Bidding Document by issuing addenda.
8. **Amendment of Bidding Document**
- 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 MCA/download from the website..
- 8.3 To give prospective Bidder reasonable time in which to take an addendum into account in preparing their Bids, the MCA may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 24.2.

C. PREPARATION OF BIDS

9. **Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the MCA shall not be responsible for liable for those costs, regardless of the conduct or outcome of the bidding process. **Bidders are requested to carry out necessary due diligence (situational understanding and information analysis) by visiting Tubewells as mentioned in Table-1 before submitting their proposals. No Objection shall be entertained by MCA, based on lack of-pre-project data/information collection, detailed understanding of the project.**
10. **Language of Bid**
- 10.1 The Bid, as well as the correspondence and documents relating to the Bid exchanged by the Bidder and the MCA, 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 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope.



11.2 Initially, only the Technical Proposals are opened at the address, date and time specified in BDS. The Price Proposals remain sealed and are held in custody by the MCA. The Technical Proposals are evaluated by the MCA. No amendments or change to the Technical Proposals are permitted. Bids with Technical Proposals which do not confirm to the specified requirements will be rejected as deficient Bids.

11.3 Price Proposals of technically compliant Bids are opened in at a date and time advised by the MCA. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

11.4 The Technical Proposal shall contain the following:

- (a) Technical Proposal Submission Sheet;
- (b) Bid Security/EMD, in accordance with ITB Clause 20;
- (c) Written confirmation authorizing the signature of the Bidder to commit the Bidder, in accordance with ITB Clause 21.2;
- (d) Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) Documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) Documentary evidence in accordance with ITB Clause 18 and 30, that the Goods and Related Services conform to the Bidding Document;
- (g) Documentary evidence in accordance with ITB Clause 19, establishing the Bidder's qualification to perform the contract if its Bid is accepted;
- (h) Any other document required in the BDS.

11.5 The Price Proposal shall contain the following:

- (a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 13, and 14;
- (b) Any other document required in the BDS.

12. Bid Submission Sheets and Price Schedules

12.1 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section VIII, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted.

12.2 The Technical Proposal Submission Sheet shall be filled in with the information requested therein, which includes

- (a) The number of each addenda received to the Bidding Document;



- (b) A brief description of the Goods and Related Services offered;
- (c) The period of validity of the Bid.
- (d) A commitment to submit a Performance Security;
- (e) Declaration of nationality of the Bidder;
- (f) Confirmation that the Bidder has not been declared ineligible by the world bank/ADB/any local bodies; and
- (g) Authorized signature.

12.3 The Price Proposal Submission Sheet shall be filled in with the information requested therein, which includes:

- (a) The number of each addenda received to the Bidding Document;
- (b) A brief description of the Goods and Related Services offered;
- (c) The total Bid Price;
- (d) Any discounts offered.
- (e) Authorized signature.

12.4 The Bidder, as a part of their Price Proposal, shall submit the Price Schedule for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section-VIII, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate

- (a) the Item number;
- (b) a brief description of the Goods or Related Services to be supplied;
- (c) quantity;
- (d) unit prices;
- (e) total price per item;
- (f) subtotals and totals per Price Schedule; and
- (g) authorized signature.

13. Bid Prices and Discounts

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

13.2 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.



13.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.3(d).

13.5 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 MCA. This shall not in any way limit the MCA's right to contract on any of the terms offered :

(a) For Goods offered :

(i) the price of the Goods, quoted as per Inco terms specified in the BDS;

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

(iii) the total price for the item.

13.6 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 non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, price 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. **Currencies of Bid** 14.1 Bid Prices shall be quoted in the following currencies :

(a) the currencies specified in the BDS;

15. **Documents
Establishing the
Eligibility of the
Bidder**

15.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section-IV, Bidding Forms.

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

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

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

17.1 To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence specified in Section V, Schedule of Supply.



- 17.2 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 V, Schedule of Supply.
- 17.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the MCA in the Schedule of Supply, are intended to be descriptive and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the MCA's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
- 18. Documents**
Establishing the Qualifications of the Bidder
- 18.1 To establish its qualifications to perform the contract, the Bidder shall submit the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 19. Period of Validity of Bids**
- 19.1 Bid shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the MCA. A Bid valid for a shorter period shall be rejected by the MCA as nonresponsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the MCA may request Bidders to extend the period of validity of their Bids. The request and the response thereto shall be in writing. If a Bid Security is requested in accordance with ITB Clause 20, 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.
- 20. Bid Security/EMD**
- 20.1 Unless otherwise specified in the BDS the Bidder shall furnish, as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.
- 20.2 The Bid Security shall be, at the Bidder's option, in any of the following forms :
- (a) a Demand Draft in favor of "Commissioner Municipal Corporation Amritsar" payable at Amritsar from a reputable bank.
 - (b) a cash
- The Bid Security shall be Placed within the envelope of the Technical bid in separate sealed cover. 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.



20.3 Any Bid not accompanied by a substantially responsive Bid Security/EMD, if one is required in accordance with ITB Sub-Clause 20.1, shall be rejected by the MCA as nonresponsive.

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

20.5 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 19.2; or
- (b) if the successful Bidder fails to :
 - (i) sign the Contract in accordance with ITB Clause 41;
 - (ii) furnish a Performance Security in accordance with ITB Clause 42; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 30.5.

**21. Format and
signing of Bid**

21.1 The Bidder shall prepare one original of the Technical Proposal and one original of the Price Proposal as described in ITB Clause 11 and clearly mark each "ORIGINAL-TECHNICAL PROPOSAL" and "ORIGINAL-PRICE PROPOSAL". In addition, the Bidder shall submit one copy each of the TECHNICAL PROPOSAL and the PRICE PROPOSAL, and clearly mark them "COPY TECHNICAL PROPOSAL" and "COPY PRICE PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail. **The original Bid Security/Earnest Money shall be placed in a separate sealed envelope within the envelope for the original Technical Proposal and a copy of the Bid Security/EM shall be placed in a separate sealed envelope within the envelope containing the copy of the Technical Proposal.**

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

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

D. SUBMISSION AND OPENING OF BIDS

22. Sealing and Marking of Bids

22.1 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 in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL PROPOSAL", "ORIGINAL - PRICE PROPOSAL" and "COPY-TECHNICAL PROPOSAL" and "COPY - PRICE PROPOSAL", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) Be addressed to the MCA in accordance with ITB Sub-Clause 23.1; and
- (c) Bear the specific identification of this bidding process indicated in the BDS.

22.3 The outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB Sub-Clause 26.1.

22.4 The inner envelopes containing the Price Proposals shall bear a warning not to open until advised by the MCA in accordance with ITB Sub-Clause 26.2.

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

23. Deadline for Submission of Bids

23.1 Bids must be received by the MCA at the address and no later than the date and time indicated in the BDS.

23.2 The MCA may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the MCA and Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The MCA shall not consider any Bid that arrives after the deadline for submission of Bids in accordance with ITB Clause 23. Any Bid received by the MCA after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2 (except that Withdrawal Notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written Notice. All Notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that Withdrawal Notices do not require copies), and in



addition, the respective envelopes shall be clearly marked
“WITHDRAWAL,” “SUBSTITUTION”,
“MODIFICATION”, and

- (b) received by the MCA prior to the deadline
prescribed for submission of bids, in accordance with
ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub Clause
25.1 shall be returned unopened to the Bidders.

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

26. Bid Opening

26.1 The MCA shall conduct the bid opening in the presence
of Bidder's designated representatives who choose to attend,
and at the address, date and time specified in the BDS.

26.2 The Price Proposals will remain unopened and will be held in custody
of the MCA until the time of opening of the Price Proposals. The
date, time, and location of the opening of Price Proposals will be
advised in writing by the MCA.

26.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out,
and recorded, and the envelope containing the corresponding Bid
shall not be opened, but returned to the Bidder. No Bid Shall be
withdrawn unless the corresponding Withdrawal Notice contains a
valid authorization to request the withdrawal and is read out and
recorded at bid opening.

26.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened.
The inner envelopes containing the Substitution Technical
Proposal and/or Substitution Price Proposal shall be exchanged for
the corresponding envelopes being substituted, which are to be
returned to the bidder unopened. Only the Substitution Technical
Proposal, if any, shall be opened, read out, and recorded.
Substitution Price Proposal will remain unopened in accordance
with ITB Sub-Clause 26.2. No envelope shall be substituted
unless the corresponding Substitution Notice contains a valid
authorization to request the substitution and is read out and recorded
at bid opening.

26.5 Next, outer envelopes marked “MODIFICATION” shall be
opened. No Technical Proposal and/or Price Proposal shall be
modified unless the corresponding Modification Notice contains a
valid authorization to request the modification and is read out and
recorded at the opening of Technical Proposals. Only the
Technical Proposals, both Original as well as Modification, will
remain unopened in accordance with ITB Sub-Clause 26.2.



26.6 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

- (a) The name of Bidder;
- (b) Whether there is a modification or substitution;
- (c) The presence of a Bid Security, if required; and
- (d) Any other details as the MCA may consider appropriate.

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

26.7 The MCA shall prepare a record of the opening of Technical Proposal that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be required to sign on 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.

26.8 At the end of the evaluation of the Technical Proposals, the MCA will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the MCA. Bidders shall be given reasonable notice of the opening of Price Proposals.

26.9 The MCA will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.

26.10 The MCA shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidders representatives who choose to attend at the address, date and time specified by the MCA. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

26.11 All envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the MCA may consider appropriate.

Only Price Proposals, discounts, and alternative offers read out and



recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.

- 26.12 The MCA shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price, 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 Bidders.

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

- 27.1 Any attempt by a Bidder to influence the MCA in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 27.2 Notwithstanding ITB Sub-Clause 27.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the MCA on any matter related to the bidding process, it should do so in writing.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, comparison and post qualification of the Bids, the MCA 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 MCA shall not be considered. The MCA'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, except to confirm the correction of arithmetic errors discovered by the MCA in the evaluation of the Bids, in accordance with ITB Clause 30.

29. Responsiveness of Technical Proposal

- 29.1 The MCA's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 29.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. 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 MCA's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the MCA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 30. **Nonconformities, Errors, and Omissions**
 - 30.1 Provided that a Technical Proposal is substantially responsive, the MCA may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
 - 30.2 Provided that a Technical Proposal is substantially responsive, the MCA may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 - 30.3 Provided that Technical Proposal is substantially responsive, the MCA shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, 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.
 - 30.4 Provided that the Technical Proposal is substantially responsive, the MCA shall correct arithmetical errors 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 MCA there is an obvious misplacement of the decimal point in 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.
 - 30.5 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.

31. Preliminary Examination of Bids

31.1 The MCA shall examine the Bids to confirm that all documents and technical documentation requested in ITB Sub-clause 11.2 have been provided, and to determine the completeness of each document submitted.

31.2 The MCA shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Technical Proposal Submission Sheet, including :

(i) a brief description of the Goods and Related Services offered; and

(ii) the period of validity of the Bid;

(b) written confirmation of authorization to commit the Bidder; and

(c) Bid Security/EMD

(d) Manufacturer's Authorization.

31.3 Likewise, following the opening of Price Proposals, the MCA shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-clause 11.3 have been provided, and to determine the completeness of each document submitted.

31.4 The MCA shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Price Proposal Submission Sheet

(b) Price Schedules, in accordance with ITB Clauses 12, 14 and 15.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The MCA shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

32.2 The MCA shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, Schedule of Supply, of the Bidding Document have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the MCA determines that the Bid is not substantially responsive in accordance with ITB Clause 29, it shall reject the Bid.

33. Margin of Preference

33.1 Unless otherwise specified in the BDS, a margin of preference shall apply.

34. Evaluation of Bids

34.1 The MCA shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined, to be substantially



responsive.

34.2 To evaluate a Price Proposal, the MCA 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.

34.3 To evaluate a Price Proposal, the MCA shall consider the following:

- (a) The Bid Price;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.4;
- (d) Application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

34.5 The MCA's cost evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The 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.

35. Comparison of Bids 35.1 The MCA shall compare all substantially responsive Bids, determine the lowest evaluated bid, in accordance with the procedures laid out in Section III, Evaluation and Qualification Criteria.

36. Post Qualification of the Bidder 36.1 The MCA shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 28 and 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.

36.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result in disqualification of the Bid, in which event the MCA shall return the unopened Price Proposal to the Bidder.

37. MCA's Right to Accept Any Bid, and to Reject Any or All Bids 37.1 The MCA 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.

F. AWARD OF CONTRACT

38. Award Criteria 38.1 The MCA 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 to be qualified to perform the Contract satisfactorily.

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

39. MCA's Right to Vary Quantities at Time of Award 39.1 At the time the Contract is awarded, the MCA reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, 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 Documents.

40. Notification of Award 40.1 Prior to the expiration of the period of bid validity, the MCA shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the MCA shall also notify all other Bidders of the results of the bidding.



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

41. Signing of Contract

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

41.2 Within (15) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the MCA.

42. Performance Security

42.1 Within (15) days of the receipt of notification of award from the MCA, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VII, Contract Forms, or another form acceptable to the MCA.

42.2 Failure of the successful Bidder to submit the above-mentioned performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the MCA may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the MCA to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet	
The following specific data for the works to be procured shall complement, amend, or supplement the provisions in Instructions to Bidders – Section I. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.	
1 GENERAL	
ITB 1.1	Initiative-1 ISIP Project (Grant –MoUD)
ITB 1.1	<p>The MCA is:</p> <p>Commissioner, Municipal Corporation Amritsar..</p> <p>The MCA's authorized Representative is:</p> <p>S.E(O&M) Municipal Corporation Amritsar</p>
ITB 1.1	<p>The name of the Bidding is:</p> <p>Supply, Installation, Testing & Commissioning of electromagnetic type flow meters on Tubewells.</p>
ITB 2.1	The Borrower is Local govt. department, Govt of Punjab
ITB 2.1	<p>The name of the Project is:</p> <p>Implementation of information system Improvement Plan of Amritsar City</p>
ITB 4.1	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
2 CONTENTS OF THE BIDDING DOCUMENT	
ITB 6.1	<p>The Bidding Document consists of Volume 1 and 2 which include all the sections indicated below, and should be read in conjunction with any</p> <p>Addenda issued in accordance with ITB Clause 8.</p> <p>Volume - 1 Technical Proposal</p> <p>Section-I Instructions to Bidders (ITB)</p> <p>Section-II Bid Data Sheet (BDS)</p> <p>Section-III Evaluation and Qualification Criteria</p> <p>Section-IV Technical Proposal sheet.</p> <p>Section-V Schedule of Supply & Technical Specification</p> <p>Section-VI General Conditions of Contract (GCC)</p> <p>Section-VII Contract Forms</p> <p>Volume – 2 Price Proposal</p> <p>Section-VIII Price Proposal Form & Price Schedule</p>
ITB 7.1	<p>The MCA's address is:</p> <p>Commissioner</p> <p>Municipal Corporation Amritsar</p> <p>Punjab</p> <p>Country : India</p> <p>Telephone: 0183-2552528. Fax number: 0183-2545155</p>

3 PREPARATION OF BIDS	
ITB 10.1	The language of the Bid is: English
	For Goods offered, the Bidder shall quote prices F.O.R at MCA's designated place of supply (inclusive of all taxes, freight charges, insurance etc.)
	The local currency cost component of the Related Services, as set out in the Price Schedule, shall include service tax, costs of insurance and transportation for delivery from the Bidder's factory/warehouse, as the case may be, to the Final Destination.
	The prices quoted by the Bidder shall be: Fixed during the performance of the contract
ITB 14.1 (a)	The currency of the Bid shall be: Indian Rupees.
ITB 19.1	The bid validity period shall be 120 days from the date of submission of Bids. However it could be increased with mutual consent of both the parties.
ITB 20.1	A Bid securities/EMD in the amounts listed below shall be provided as part of bid The amount of the Bid Security shall be <ul style="list-style-type: none"> • Rs. 7.50 lakhs The Bid Security/EMD shall be denominated in Indian Rupees and shall be valid for 28 days beyond expiry of bid validity.
ITB 21.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney signed by legally authorized signatories of the Firm(s) or the Joint Venture/Consortium or Association.
4 SUBMISSION AND OPENING OF BIDS	
ITB 22.2 (C)	The identification of this bidding process is: Supply, Installation, Testing & Commissioning of electromagnetic type flow meters on Tubewells.
	Pre – Bid Meetings: A pre-bid meeting shall be held at the following date, time, and Location: Date: 18/8/2010 Time: 11.30 Hours Place: Office of S.E(O&M), Municipal Corporation Amritsar
ITB 23.1	The MCA's address is : Commissioner Municipal Corporation, Town Hall, Amritsar. Punjab.



ITB 23.1	The deadline for bid submission is: Date: 25/8/2010 Time: 15:00 hrs
ITB 26.1	The bid opening shall take place at the following address: Commissioner office, Municipal Corporation Amritsar. Date: 25/8/2010 Time: 16:00 hrs
5 EVALUATION AND COMPARISON OF BIDS	
	The Rates shall be quoted in Indian Rupees only that shall be used for bid evaluation and comparison purposes.
ITB 33.1	Margin of Preference shall not be applicable
6 AWARD OF CONTRACT	
ITB 39.1	The percentage by which quantities may be increased or decreased equivalent to: 10 (Ten) percent of the contract Price. (Rounded to next higher whole number)



SECTION III: EVALUATION AND QUALIFICATION CRITERIA

1 EVALUATION CRITERIA

1.1 Scope

Pursuant to Sub-Clause 30.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The MCA will make his own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.2 Technical Criteria

The minimum technical level of the Goods and Related Services offered by the Supplier shall comply with the minimum acceptable level for each criteria enumerated in the Schedule of Supply (Section V). The non-compliance of the minimum acceptable criteria shall make the Supplier's bid as non-substantive. However, the cost of all minor quantifiable deviations or deficiencies from the technical requirements as specified in Section-V, Schedule of Supply shall be evaluated. The MCA will make its own assessment of the cost of these deviations or deficiencies and will add this to the Bidder's quoted price for the purpose of ensuring fair comparison of bids.

1.3 Economic Criteria

The economic criteria, which include functional guarantee and projected operating costs, as specified herein below, shall be considered for evaluating Bids.

1.3.1 Adjustments for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in Sub- Clause 15.1 of General Conditions of Contract are not permitted.

1.3.2 Adjustments for Deviations in the Delivery and Completion Schedule

The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section V, Schedule of Supply. No credit will be given for earlier completion. Bids offering delivery schedules beyond thirty (30) days of the date specified in Section V, Schedule of Supply shall be rejected.

2 QUALIFICATION CRITERIA

Pursuant to ITB Clause 36, The MCA shall determine to its satisfaction whether the lowest evaluated bidder is qualified to satisfactorily perform the Contract. The Post-Qualification of the lowest evaluated bidder will take into account of the Financial, Experience, and Litigation criteria. All these criteria shall be evaluated on a pass fail basis only.

2.1 Financial Criteria

- (a) **Financial Situation:** The Bidder is to submit audited statements of accounts for the last three (3) years, along with its bid. In the event that the MCA in the Bidder's audited statement notes consistent losses or the risk of insolvency, the Bidder may be disqualified. Where necessary the MCA will make enquiries with the Bidder's Bankers.

- (b) The Bidder who wishes to bid should have a total turnover as below:-

Description	Total Turn Over during the last three (3) years ending March 2010
	Rs. 3 cr

- (c) **Availability of Financial Resources:** The Bidder shall submit documentary evidence from the Banks or other financial institutions to demonstrate that it has access to or has available financial means sufficient to meet the contract requirements.

2.2 Experience Criteria:

- (a) The Bidder has to be:
- Manufacturer of the Electromagnetic Flow Meters offered of Indian origin
 - or
 - An Authorized Dealer of the product and duly authorized by the principal manufacturer to bid on their behalf
- (b) The manufacturer of the product should have successfully manufactured, calibrated and /or supplied Electromagnetic Flow Meters of DN 80mm or above of similar specifications to the entire satisfaction of the client, at least for a value of Rs.50 lakh during past three-year ending on March 2010.
- (c) The manufacturer of the product or his authorized dealer should have supplied at least 50 Nos. Electromagnetic Flow Meters of DN 80 or above of similar specifications in India to the entire satisfaction of the client during past three-year ending on March 2010.
- (d) The manufacturer of the product has in-house test and direct volume comparison calibration facility to carry out tests in accordance with ISO: 9104 and ISO: 6817 and has calibrated the meters up to size DN 200 mm. The manufacturer should possess relevant ISO/EEC certification for the product.
- (e) The manufacturer has service facilities in the country to deliver the Related Services as specified in Section V, Schedule of Supply and Technical specification.
- (f) The manufacturer can assure the ready availability of the spare parts of the kinds and in the quantities necessary to maintain the meters in operational condition as specified in Section V, Schedule of Supply and Technical specification.



2.3 Litigation

The MCA shall consider the litigation record of Bidders to verify their qualifications.

Bidders shall submit documentary evidence of all claims, arbitrations, or other litigation, pending or already resolved, with a possible impact of more than 50% (fifty percent) of total assets. The MCA if required will make enquiries with the past Employers of the Bidders to confirm the correctness of the information provided in their Bid. In the event that the MCA finds that the Bidder has a Litigation History of more than 3 litigation cases in the past 5 years or the impact of the pending/already resolved litigation cases raises doubt about the Bidder's financial capability to execute the contract, the Bidder shall not be qualified for award of the Contract.



1 SECTION-IV, TECHNICAL PROPOSAL SUBMISSION SHEET

Input of information to be completed by Bidder
--

Date

[insert date (as day, month,
year of Bid Submission)]

To:

The Commissioner

Municipal Corporation Amritsar

Amritsar-143001, Punjab

INDIA

We, the undersigned, declare that

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. **[Insert the number and issuing date of each addenda]**
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of supply, the following goods and related services **[insert a brief description of the Goods and Related Services]**
- (c) Our Bid shall be valid for a period of 120 days from the date fixed for the submission deadline 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%** (ten percent) of the Contract Price for the due performance of the contract;
- (e) 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/world bank/any ULB in India.
- (f) 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.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of **[insert legal capacity of person signing the Bid]**

Signed **[insert signature of person whose name and capacity are shown above]**

Duly authorize to sign the Bid for and on behalf of **[insert complete name of bidder]**

Dated **[insert date of signing]**



2 DETAILS OF BIDDER

Input of Information to be completed by Bidder

These details should be on the letterhead of the bidder and should be signed by a person with the proper authority to sign documents that are binding on the bidder.

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

Invitation for Bid

Initiative-1 ISIP Project (Grant –MoUD)

1	Read, understood and accepted tender documents and addenda (yes/no)	
2	Structure and organization	
	Status(individual, partnership, Company, Limited firm, authorized dealer)	
	Name	
	Address(es)	
	Name of responsible CEO	
	Telephone No	
	Fax No (compulsory)	
	Telex No	
	Date of establishment (registration issued by Registrar of Companies, registration number and year with Registrar of Firms)	
	Business of Firm (e.g. General Instrumentation items manufacturing company, etc)	
	Name and address of bankers	
	Number of years of experience in similar contracts (enclosed documents of evidence of contracts executed in the same field)	

contd.

Signature of the authorized representative



3	Power of attorney of the representative of the Bidder		
	- Name of the Representative		
	- Address		
	- Telephone (office)		
	- Fax (office)		
	- Telephone residence		
4	Bid Security/EMD		
	Form of Bid Security (Demand Draft/Cash)		
	Name of Bank		
	No and date of DD		
	Amount (Rs..)		
Valid up to (date)			
5	Financial statement of the firm		
	Capital		
	a) authorized		
	b) issued and paid up		
	Financial position (exact amount in rupees)		
	a) cash		
	b) current assets		
	c) current liabilities		
	d) working capital		
	e) net worth		
Applicant's financial arrangements for the proposed works (exact amount in rupees to be mentioned)			
a) own resources			
b) bank credits			
c) others (specify)			

contd.

Signature of the authorized representative



6	Balance sheets (of three last years)	
	FY 09/2010 (Turn over / profit or loss; Rs..)	
	FY 08/09 (Turn over / profit or loss; Rs..)	
	FY 07/08 (Turn over / profit or loss; Rs..)	
7	Turnover of last years according to ITCC (of 3 last years)	
	FY 09/10 (Turn over / profit or loss; Rs..)	
	FY 08/09 (Turn over / profit or loss; Rs..)	
	FY 07/08 (Turn over / profit or loss; Rs..)	

Supporting documents required:

1. Power of attorney
2. Copy of partnership deed in case of partnership firm
3. Evidence of registration (Registration issued by Registrar of Companies in case of a company; Registration year and number with Registrar of Firms in case of partnership firm)
4. Evidence of experience (reference of contracts executed in the same field) with Client's certificate to establish post qualification.
5. Bid security in the required form
6. Audited balance sheets for the last 3 years
7. Certificate of financial soundness (overdraft limit) from banker(s)
8. Authority letter from the manufacture for bidding in this tender & authority letter of dealership (in case of authorised dealers)
9. Undertaking regarding ready availability of the spare parts in India of the kind & in quantities specified in section VI Schedule of supply and Technical Specifications.
10. Manufacturer's ISO 9002/EEC certification copy for the product.

Signature of the authorized representative



3 CONTRACTS AND OTHER DETAILS

The bidder has to provide individual contract details and the total number of Electromagnetic Flow Meters of all diameters supplied under these contracts.

4.1. Supplied & installed in India in last 3 years.

Size of EMF in mm	Numbers	Amount in Indian Rs,	Contract no. and place of installation	Client Name, Address & tel. no.
DN 80				
DN 100				
DN 150				
DN 200				
DN 250				
Total				

Signature of the authorized representative



4.3. Other details

1.	Name of Manufacture	
2.	Brand Name & model no. of meter (attach separate sheet if required)	
3.	Location/address of the manufacturing facility where the meters will be manufactured	
4.	Test facilities available with manufacturer	
5.	Location/address where the tests will be done	
6.	List of spare parts(attach separate sheet if required)	

Signature of the authorized representative



4.4 SERVICE FACILITIES

Please give details such as where it is available, years since available, facilities available etc.

Signature of the authorized representative



Input of Information to be completed by Bidder

5.0 MANUFACTURER'S AUTHORIZATION

This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. It should be included by the bidder in its Bid, if so indicated in the BDS under ITB 5.5.

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

Invitation for Bid No. Initiative-1 ISIP Project (Grant –MoUD) To:

The Commissioner

Municipal Corporation Amritsar

Amritsar City – 143001

Sub: Authorization to our Dealer M/s -----to bid for NIT No. due on date for supply and installation of Electromagnetic Flow Meter

Dear Sir,

We hereby certify that we (*Full Name, address and telephone number*) are manufacturers of **Electromagnetic Flow Meter** manufactured in the Brand Name of (*give brand name*). We are in business of manufacture of these **Electromagnetic Flow Meter** for (no. of years) years. We have supplied **Electromagnetic Flow Meter** of similar specifications as per the list enclosed to various clients during last three years ending March 2010. The value of these supplies is Rs. Lacs including all taxes.

We have appointed M/s (Name and address of the dealer) our dealer since year ----. We hereby authorize them to quote for the above referred tender for our product. We undertake to backup the dealer and will ensure full and timely supply of the product as per the tender and will also provide all required back up to the dealer for meeting his other obligations in the contract. We also undertake to ensure that the product meets the specifications and that the highest quality control measures are followed for the production of the same.

We also 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 for this bid.

Name: [insert complete name of person signing the Authorization]

In the capacity of: [insert legal capacity of person signing the Authorization]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the Authorization for and on behalf of" [insert complete name of Manufacturer]

Date: [insert date of signing]



List of the supplies of Electromagnetic Flow Meter effected by the manufacturer during past three years (2007-08, 2008-09 and 2009-10) to the satisfaction of clients:

S. No.	Client Address	Tele. No.	Contract No. Dt.	Water Meters Size	Nos.	Value of contract Milli. Rs.
1	2	3	4	5	6	7

Signature of the authorized representative -----

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SECTION – V: SCHEDULE OF SUPPLY & TECHNICAL SPECIFICATIONS

1 LIST OF GOODS AND RELATED SERVICES

1.1 Name of Goods:

- a. Procurement and delivery of Electromagnetic Flow Meters of various sizes for measurement of water in city's water supply system i.e. at Tubewells.

1.2 Related Services:

- b. Installation, testing and commissioning of Electromagnetic Flow Meters of various sizes in existing pipelines at different Tubewells. (This will include Procurement and delivery of Cast Iron, Ductile Iron or Mild Steel Specials and Fittings as per relevant IS necessary for the installation of meters in the existing water pipelines.)

2 DELIVERY AND COMPLETION SCHEDULE

2.1 Completion Period of the Contract

The supply to the final designation (clause 2.3 below) shall be completed in all respects within the time specified in the Completion Schedule, from the date of signing the Contract.

2.2 Delivery/Completion Schedule

- a. The bidder shall submit a Delivery Schedule with the bid, which he is able to honor in case the Contract is awarded to him. "Delivery", as used herein, shall mean the date of delivery of the Goods & related services to the designated Place of Delivery, as described in the clause 2.3, below.

2.3 Place of Delivery

The Place of Delivery for Goods & related services supplied shall be as per **Table-I**.

2.4 Completion Schedule

Pursuant to Clause no 12.1 of GCC, the "Time for Delivery" for the items to be procured is provided in the following schedules. The Bidder in accordance with Clause no 2.2 above shall indicate his delivery schedule with the bid, which shall illustrate the delivery schedule that he is able to follow for delivery up to the Place of Delivery, as defined in Sub-clause 2.3 above.

Name of the Goods & Related Services	Time for Delivery/completion of all related works, installation and commissioning – Provision of services (Cl 2.1)	Bidder's Proposed Delivery (Cl 2.2)
(a) Supply, Installation, Testing, Commissioning of Electromagnetic Flow-meters of different sizes as per specification.	6 months	



2.5 Training of Operating Personnel

All personnel designated by the MCA to be responsible for the operation and maintenance/repair of the equipment shall be provided with practical training in the use and maintenance of the Goods.

For this purpose, the Supplier shall provide a training program for the MCA's personnel immediately after the commissioning of the equipment at Tubewells in the city. The Supplier shall submit separately, with his bid documents, details of his proposed training program, the facilities required, and the training personnel to be provided. All costs for the Suppliers' personnel involved in the training including any incidental expenses shall be borne by the Bidder. The costs related to MCAs' personnel and provision of training facilities shall be borne by the MCA.

3 SCHEDULE OF EQUIPMENT AND TECHNICAL SPECIFICATIONS

3.1 Scope of Work

The present bid is for the manufacturing, calibration, supply, installation, field testing, commissioning of Electro Magnetic Flow Meters. The meters are intended to be installed in the existing/proposed transmission /distribution pipelines at Tubewells as per table –1

The installation of meters shall be done on PSC, MS, CI, DI, MS pipeline using standard specials and fittings, specified elsewhere in this section.

The scope covers the following works but not limited to the list:

- Preparation of basic study for each site, which involves inspection of the site and developing a plan for installation, and approval from the Engineer before the supply of the equipment.
- manufacture, calibration, and supply of equipment after third party inspection if necessary.
- Transportation of equipment, loading/unloading at site.
- supply of all required fittings at site for installation of meters.
- excavation of trench, cutting of existing all type of pipelines, welding of flanges in case of MS pipe, providing all necessary fittings & specials for all types of pipes, preparation of assembly consisting of meter and necessary fittings.
- installation of meters on site, complete as per the requirement.
- field testing, and commissioning of meters, training of line department personnel on operation and maintenance of the meters.
- submission of operation and maintenance schedules.
- Maintenance of metering system for first year in warranty.
- any other items not specified but required for the completion of the job in all respect.

3.2 Standards

Except as otherwise specified in this technical specification, the Indian/International Standards and Codes of Practice in their latest version shall be adhered to for the design, manufacturing, inspection, calibration, field testing, packing, handling and transportation of product.

Should any product be offered conforming to other standards, the equipment or products shall be equal to or superior to those specified and the documentary confirmation shall be submitted for the prior approval of the Engineer in Charge.

This specification requires a reference to the following standard specifications:

ISO 6817	Measurement of conductive liquid flow in closed conduits - Method using electromagnetic flow meters
ISO 9104	Measurement of conductive liquid flow in closed conduits - Methods of evaluating the performance of electromagnetic flow meters for liquids
ISO 13359	Measurement of conductive liquid flow in closed conduits - flanged electromagnetic flow meter-overall length
ISO 17025	Calibration facility with international accreditation
IS : 3400	Methods of test for vulcanised rubber (part-1 to 22)
IS : 5382	Rubber sealing rings for gas mains, water mains, and sewage
IS : 1387	General requirements for the supply of metallurgical material
IS : 210	Grey iron casting
IS : 1536	Centrifugally cast (spun) iron pressure pipe for water, gas and sewage
IS : 1537	Vertically cast iron pressure pipe for water, gas and sewage
IS : 1538	Cast iron fittings for pressure pipes for water, gas and sewage
IS : 5531	CI specials for Asbestos cement pressure pipes for water gas & sewage
IS : 1363	Hexagon head bolts, screws and nuts of product grade A and B (part :1-5)
IS : 1367	Technical supply conditions for threaded steel fasteners
IS : 7181	Horizontally cast iron double flanged pipes for water, gas and sewage.
IS : 8794	CI detachable joints for use with Asbestos cement pressure pipes
IS : 5382	Rubber sealing rings for gas mains, water mains and sewers
IS : 5531	Cast iron specials for asbestos cement pressure pipes for water, gas and sewage
IS : 4984	Specification for high density polyethylene pipes for potable water supplies; sewage and industrial effluents
IS : 1592	Asbestos cement pressure pipes - Specifications
IS : 12820	Dimensional requirements for rubber gaskets for mechanical joints and push on joint for use with cast iron pipes and fittings for carrying water, gas and sewage.
IS : 9523	Specification for DI fittings for pressure pipes for water, gas, and sewage.
BS : EN 545	Specification for DI fittings for pressure pipes for water, gas, and sewage

3.3 Drawings and information to be provided

The following information shall be submitted along with the equipment or product:

- All relevant standard drawings of the equipment and product for installation or service.
- Engineering data pertaining to selected models of the equipment.
- Instruction manuals for installation, service manuals.
- Factory test certificates, Manufacture's certificates of origin of product.
- Warrantee certificate
- Calibration certificate
- Material certificate
- List of recommended spare parts.



3.4 Supply of equipment or product

The objective of the specification given in this section is not to specify all the details pertaining to the design, drawing, and selection of equipment or product. The equipment or product supplied shall be of high standard of quality and shall comply with all currently applicable standards, regulations and safety codes.

3.5 Electromagnetic Flow Meter

3.5.1 General

The Electromagnetic Flow Meters shall be installed in pipe line/RCC chambers/open pits or buried for indication of flow rate of water from the Tubewells to the transmission or distribution pipe network of city's water supply system.

The Electromagnetic Flow meters shall withstand maximum working temperature of about 60° C and working pressure of 10 kg/cm² (1.0 Mpa), unless specified otherwise.

3.5.2 Electromagnetic Flow Meter

Full bore electromagnetic flow meters should be designed, manufactured and calibrated according to ISO standard. The flow meter shall be capable of measuring bi-directional flow.

3.5.3 General Specification

Electromagnetic Flow Meter shall be a velocity sensing electromagnetic type, microprocessor based signal converter, sealed housing, flanged tube meter for 1.0 Mpa working pressure. The meter shall be manufactured to highest standard available for mag-meters. The meter shall be equipped with minimum six digit digital totalizes, reading in units of kiloliters and shall be accurate within 0.5% of true flow. The accuracy should be inclusive of linearity, hysteresis, repeatability and pressure effect. The meter assembly shall operate within a range of 0.3 m/sec to 4 m/sec and be constructed as follows:

Meter Tube (Sensor) shall be fabricated from stainless steel tube and use class PN10 flat face carbon steel flanges in accordance with IS 1538. The internal and external of the meter tube shall be blasted to near white and lined with hard rubber preferably by SBR or EPDM. Meter tube shall have a constant nominal inside diameter offering no obstruction to the flow.

Coil Housing shall be fabricated from stainless steel for corrosion resistance and welded to the tube providing a completely sealed environment for all coils, electrode connections and wiring harness capable of submerged or buried operation.

Signal Converter shall be pulsed DC coil excitation type with auto zeroing. The signal converter shall be remotely mounted away from the meter. The converter shall indicate direction of flow and provide a flow rate indication and a total of flow volume for both forward and reverse directions.

The converter shall provide an isolated 4-20 mA output into minimum 500-ohm load and a frequency output of a maximum of 0-10 KHZ and a scaled pulse output. The microprocessor based signal converter shall have a self-diagnostic test mode and a backlit display that continuously displays 'Rate of Flow' and 'Total Volume'.

The converter shall be compatible with Microsoft Windows and other software programs with built in terminal communication capabilities of RS 485, HART or other



protocols for interface. The converter shall be remotely mounted up to 200 m from the sensor, and shall be supplied with all calibration complete for desired requirements.

Converter shall be supplied with a programmable low flow drop out and empty pipe zero return. The signal converter housing should be die-cast aluminum with glass window. The converter cum transmitter should be fully programmable from the front facia. The programming should be user friendly, self-prompting menu driven.

Volumetric Testing of all meters must be performed and approved prior to shipment.

The complete meter assembly and signal converter must be wet accuracy tested and calibrated as a unit near minimum, intermediate, and maximum specified flow ranges of the meter (full range of flow). The volume of water used to conduct the test must be shown on a shipping tag attached to the meter.

To calibrate these meters, only direct volume comparison calibration method should be used.

The overall accuracy of the calibration rig should be at least three times better than the accuracy of the full bore electromagnetic flow meter. The competent authority must certify the test facility. All the meters shall be calibrated for a minimum of 5 point.

The manufacturer should have an ISO 9001 certification. The magnetic flow meter should perform within the required accuracy of measured value without being affected by change in pressure due to demand fluctuation. The length of the sensor should be strictly as per ISO up to DN 600 mm and for other sizes it should be as per the manufacturer's standard. Only, one manufacture shall make all meter sizes and styles required for this contract.

To avoid ingress of water in the sensor housing, sensor has to be of fully welded construction.

The maximum distance between flow sensor and the signal converter/transmitter should be at least 200 mts.

Supplier should have in-house calibration facility and should give calibration certificate for all the flow meters. The flow meter should have grounding rings only. Calibration of each Meter shall be tested at in house facility of manufacturer for the sizes for which manufacturer has this facility. The test bench of such manufacturer should be certified by a reputed company. In case the Bulk Water Meters are to be imported by the bidder than ISO or EEC certification for such calibration is required. If manufacturer has no in house facility for calibration than each meter shall be tested from FCRI.

Supplier must have test facilities, spare parts, and personnel to maintain, instruct, train or whatever is necessary to assure that meters shall be maintained throughout the guarantee/maintenance contract period.

3.5.4 Technical Specification

- a. Liquid Type : Potable water/raw water

A) Process Liquid

- b. Type of solid : Silt particles
a. Operating pressure : Max. up to 1.0 Mpa

B) Operating Condition

- b. Operating temperature : 0°C to 60°C.
a. Type : Pulsed DC excitation

C) Flow Sensor

- b. System : Separate with cable output
c. Power supply : 240 V AC, 50 Hz
d. End Connections : Flanges of Carbon Steel



- e. Flange Rating : PN10 – Up to size 1200mm
PN 6 -from 1300mm to 2000mm
- f. Electrode material : SS 316 (Stainless steel) /Platinum /Tantalum
- g. Meter tube : SS 304 (Stainless steel)
- h. Electrode type : Round head electrodes (Bullet nose)
- i. Lining material : Hard Rubber (SBR or EPDM)/ Poly-urethane (PU)
- j. Protection category : IP 68
- k. Measuring accuracy : +/- 0.5% of Measured Value inclusive of Linearity, repeatability, Pressure Effect and Hysteresis between 0.5 - 4 m/s velocity.
- l. Coil Housing : SS 304 with fully welded construction
- m. Connection / Junction Box : SS 304
- n. Earthing : Grounding Rings in SS 316, or earthing electrodes
- o. Fluid conductivity : > 5 μ Siemens/cm
- p. Marking : Direction of flow with arrow, size, Sr. no, make
- a. Type : Microprocessor based, Modular Design, remote mounting
- b. Display language : English
- c. Ambient temperature : -2⁰ C to +60⁰ C
- d. Display : Min. 2 line back lit LCD for indication of actual flow rate, forward, reverse, sum totalizes
- e. Outputs : One Current output (4 – 20 mA)
One scaleable pulse output
One Status output
- f. Protection Category : IP 65
- g. Enclosure : Die Cast Aluminum with polyurethane finish with glass window
- h. Programming : Through Key /keypad on front facia /optical touch key
- i. Power Supply : 240 V AC, 50 Hz
- j. Cable Gland : " NPT (4 glands of double compression type)
- k. Mounting : Wall mounted
- l. Interface : RS 485, based on EIA R 422/485 standard, or HART
- m. Power failure mode : Provision of RAM/PROM to store parameter entered and measured flow data during power failure
- n. Max. Separation : Up to 200mtrs. between sensor & transmitter without any signal boosters
- o. Terminals : Shock – Hazard – protected push lock terminals



- p. Error Identification : 0/3.6/22 m Amp
- q. Interchangeability : Fully interchangeable with all sizes of flow sensors
- r. Safety classification : General purpose certification
- s. Flow Indicator Totalizes : Internal, 5 mm high, LED display with 6 digit LCD /
electromechanical Totalizes

3.5.5 Signal Cable

The cable should be capable of transmitting low signal voltage U (milli volts, pico watts) via a armored shielded cable from the primary head to the signal converter. The cable should be resistance to interference from external magnetic fields. The cable should be suitable for laying underground and under water installation.

3.5.6 Meter size and Approved Make

Meter size is designated by the nominal diameter (DN) of the flange.

The approved makes of Full Bore Electromagnetic Flow meters are as below.

1. Krohne Marshall
2. Endress+Hauser
3. Emerson
4. ABB
5. Siemens

3.5.7 Connections

The Flow meter shall be provided with flanges at both ends, the internal diameter of which shall be equal to the nominal size of the meter. The dimensions and drillings of the flanges shall be in accordance with IS 1538.

3.5.8 Rubber Gasket

The flat rubber gasket shall be 3/6 mm dual thickness of SBR material and shall be suitable for making flange joints. The quality of flat rubber gasket shall be as per IS: 5382 and drilling of holes shall be as per IS: 1538.

3.5.9 Nuts and bolts

Nuts and bolt shall be of best quality carbon steel, machined on the shank and under the head and nut. Nuts and bolts shall be electro-galvanized. Bolts shall be of accurate length so that only one thread shall show through the nut in the fully tightened condition. Nuts and bolts shall conform to IS: 1363 and IS: 1367.

3.5.10 Material Supply

All the Flanged meters shall be supplied with one rubber gasket per flange and the required number of nuts and bolts as per the meter size. Matching pair of grounding rings shall be supplied with all the



3.5.11 Quality control tests

All water meters of the same size and class manufactured by the same firm under similar condition of production from the material of the same batch, components from the same source, shall be considered as a lot for quality control inspection. However, the maximum size of a lot shall not be more than 25 meters.

The sampling procedure and scale of sampling for visual inspection and other test shall be as per Table-4 given in IS: 779.

The sample meters from a lot shall be inspected for workmanship to ensure that meter is free from any damage, cracks, imperfections and other defects and uniform in dimensions.

3.5.12 Acceptance Tests

The flow meter having satisfied for quality control requirements shall be tested for lot acceptance.

The following acceptance tests shall be conducted in accordance with IS : 779 and IS : 2373.

- Pressure tightness (Hydrostatic test).
- Metering accuracy.

In addition, to above tests manufacturer shall furnished a material certificate for meter tube, coil housing, connection flange and electrode, if required the material may be tested at approved laboratory for reconfirmation. If desired, the calibration and other test shall be witnessed by the MCA or their authorized representatives.

3.5.13 Packing

All the flow meters shall be packed in polyethylene bags. Smaller size meters shall be packed in cardboard boxes. The larger size bulk flow meter shall be packed in separate wooden crate, according to the size. Rubber gasket and nuts, bolts etc. shall be supplied in separate jute bags.

3.6 Power supply

The proper power supply will be provided by MCA for the meters and for executing the job.
Flanged CI Specials

4 INSTALLATION, TRAINING AND MAINTENANCE

4.1 General

This section covers the technical requirements for installation of electromagnetic flow meters and their operation and maintenance. The installation of these meters shall be done in the existing water supply system at Tubewells; a proper care should be taken at the time of installation to minimize the disturbance in the supplies. From O&M point of view a proper protection and easy access to the meters should be ensured at the time of installation of these meters.

4.2 Installation philosophy

The installation of EMF meters shall be preferably done in-line, except in those cases where, due to site condition, in-line installation is not feasible, the meters shall be installed on bypass line.

To ensure, during measurement the meters must remain completely filled with water, care should be taken to avoid locations where chances of partial flow are high, such as pipes laid on slopes. The



meter should not be installed close to the strong electromagnetic fields such as close to power transformer.

The electrode axis of the meter should be in horizontal plane for horizontal pipe runs. Care should be taken to avoid installations of meters on the downstream of the control valves, 90, or 45 degree elbows, or partially opened valves etc. to avoid cavitations /partial flow conditions.

The flow direction of the water should correspond to the direction shown by the arrow on the sensor.

4.3 Size of the meter

The sizes of the meter indicated in Price Proposal are subject to change at the time of supply.

The bidder may be asked to fine tune size of the meters after the award of the work. The Bidder should review the site and submit the basic study for all the sites for approval, prior to supply and installation of the flow meters. The basic study should include but not limit to the design flow of the meter, friction loss, and size of meter, assembly drawing with bill of quantity (fittings and specials).

Only, the recommendations on the size of the flow meter shall be entertained and no deviation from the quoted items/material or prices shall be permitted in any circumstances.

4.4 Specials and fittings

It is proposed to install the meters on the existing Tubewell delivery line/ mains of various pipe material such Cast iron (CI), Ductile Iron (DI), Mild steel (MS) etc. All the meters shall be installed using CI/DI and MS fittings only.

It is desirable and advantageous to prepare the assembly of meter and pipe fittings in advance which shall be inserted at pre-selected locations in the system to minimized disturbance of supplies and also to ensure high degree of workmanship and fast installation.

All the flange fittings shall be installed with a proper rubber gasket for water tight joints..

4.5 Electrical Installation

The signal converter shall be installed remotely and mounted on the panel board/wall of the pumping stations or any other suitable location directed by the engineer-in-charge.

A 5 Amp. single phase AC connection shall be made available, for power supply to the signal converter and the sensor. All other necessary fixers including wiring with proper cable conduit Safety fuses and other items necessary for the installation of EMF shall be provided by the Bidder to the entire satisfaction of the engineer-in-charge and no payment shall be made on this account.

Only the specified signal cable recommended by the manufactures shall be fitted. The conduit entry shall be sealed to prevent moisture entering the terminal box via the conduit.

Proper grounding of flow meter with the help of grounding rings shall be ensured for proper electrical contact between flowing liquid and the ground.

4.6 Laying of meter assembly

Cutting of pipes shall be necessary for laying and fixing of meter assembly on the existing pipes.



The existing pipe shall be cut and dismantle as per the requirement without damaging the extra length of the pipes. In case the extra length of pipe has been damaged by the bidder the cost of same shall be recovered from the Bidder, equivalent to current market. The laying of extra pipe and fixing of meter assembly shall be done as per the relevant code of practice for laying and fixing of joints for respective pipe material.

4.7 Training

As a part of Training and operation, the Bidder should impart training to the operational staff of the concerned department/authority. The Bidder should handover three sets of O&M manual per size/model of meter to the concerned authority for future reference..

4.7.1 Maintenance

The Bidder should ensure the trouble free operation of the flow meters during warranty period.

The entire cost of all work and spare parts what so ever is incurred by the bidder for trouble free running of the metering system during warranty period shall be borne by the Bidder. The spare parts required to run the system smoothly during above period should be made available at all the sites without a loss of time.

4.8 Packing, handling and transportation

After inspection and clearance by MCA or its authorized inspecting agency at the manufacturer's place, wherever applicable, the Bidder shall arrange and co-ordinate with all concerned agencies for proper and expeditious packing, forwarding, transporting, unloading from carriers at site, inspection and storage at the PMU store.

Prior to dispatch all equipment shall be adequately protected by painting, packing, wrapping or by other approved means for the whole period of transit, storage and subsequent transport to the installation site against corrosion and incidental damage, including the effects of vermin, sunlight, rain, sandstorms, hot and humid climate.

The flanges of meter shall be protected by wooden discs attached by means of service bolts (which shall not be used at site) or by other approved means. Heavy material shall be packed in such a manner that handling during transport and unloading shall be possible with adequate equipment available at sites. The Bidder shall make good to the satisfaction of the Engineer in Charge any deterioration of the protective coatings, paint, packing etc. that may occur during transportation.

Confirmation of acceptance of the specifications

I herewith confirm that I have thoroughly read and understood the technical specifications of this document. I confirm that I am fully aware of the quality standard laid down. I confirm that have taken into account these specifications while preparing my financial offer. I agree that I shall fully comply with all the specifications if the contract is awarded to me. I agree to provide the material according to the specifications without any additional cost In case of a mis-understanding on my part.

Date

Signature of the authorised representative Seal.



Total requirement of bulk flow meters : Total requirement of Bulk flow meters is 301 Nos. which includes variable sizes ranging from 80mm to 200mm, however a detailed list containing sites and tube-wells information could be obtained from the office of Superintending Engineer(O&M) during any normal working hours.



SECTION VI. GENERAL CONDITIONS OF CONTRACT

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1 Definitions

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

- (a) "Contract" means the Agreement entered into between the MCA 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 MCA in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Goods & Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "MoUD" means Ministry of Urban Development.
- (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 MCA under the Contract.
- (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation/All type of fittings, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (k) "ISIP" means Implementation of information system Improvement Plan.
- (l) "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.
- (m) "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 MCA and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (n) "The MCA" is the Municipal Corporation Amritsar.
- (o) "The Site," where applicable, means the place Where the work will carry out.



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.

3.1 The MoUD requires that borrowers (including beneficiaries of ISIP project Grant), as well as bidders/suppliers/contractors under MoUD-Grant contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MCA:

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

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MoUD-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing.

3.2 The Supplier shall permit the MCA 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 MCA, if so required by the MCA.

- 3.3 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Bid, have been given or received in connection with the procurement process or in the contract execution.
- 4 Language**
- 4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the MCA, shall be written in the language specified in the BDS. 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 BDS, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 5 Joint Venture, Consortium Or Association**
- 5.1 Unless otherwise specified in the BDS, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the MCA for the fulfillment of the provisions of the Contractor 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 MCA.
- 6 Eligibility**
- 6.1 The Supplier and its Subcontractors shall have the Indian Nationality.
- 6.2 All Goods and Related Services to be supplied under the Contract and financed by the MoUD shall have their origin in India. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or though manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 7 Notices**
- 7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the BDS. The term "in writing" means communicated in written form with proof of receipt.
- 7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 8 Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the MCA's country, unless otherwise specified in the BDS.
- 9 Settlement Of Disputes**
- 9.1 The MCA 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.



9.2 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. The formal mechanism for the resolution of disputes shall be as follows:

(a) In the case of a dispute between the MCA and a Supplier, the dispute shall be referred to adjudication /arbitration in accordance with the laws of the MCA's state.

10 Scope of Supply 10.1 The Goods and Related Services to be supplied shall be as specified in Section-V, Schedule of Supply & technical Specification.

10.2 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.

11 Delivery 11.1 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-V, Schedule of Supply and Technical specification.

12 Supplier's Responsibilities 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with as defined in: Section-V: Schedule of Supply and Technical specifications. Upon delivery of the Goods to the transporter, the Supplier shall notify the MCA and send the following documents to the MCA:

- (a) Two 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 warranty certificate;
- (d) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(e) Insurance Certificate

The MCA shall receive the above documents at least one week before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

13 MCA's Responsibilities 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and other licenses from local public authorities, the MCA 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 Contract Price

14.1 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.

14.2 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.

**15 Terms
Of Payment**

15.1 The Contract Price shall be paid as specified below.

For Goods:

a) On Delivery: The MCA shall pay the Supplier fifty (50) percent of the Contract Price of the Goods & Related services, after the receipt of the Goods at the Final Destination, as specified in Section-V, Schedule of supply and upon submission of documents specified in Clause 12.1.

b) On Commissioning: Fifty (50) percent of the Contract Price of the Goods & Related services (the cost of specials and fitting, including other cost incurred) for installation and commissioning of the meter as specified in price proposal.

15.2 The Supplier's request shall be made to the MCA in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to Clause 12.1 and upon fulfillment of all the obligations stipulated in the Contract.

15.3 Payment 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 MCA has accepted it.

**16 Taxes
And
Duties**

16.1 The Supplier shall bear and pay all taxes, import duties, and levies imposed on the Supplier, by all municipal, state or national government authorities, both within and outside the MCA's country, in connection with the Goods and Related Services to be supplied under the Contract.



16.2 For the purpose of the contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges (called "tax" in this sub-clause) prevailing at the time of bid submission in the MCA's country. If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the contract Price shall be made to fully take into account any such change by addition to or deduction from the Contract Price, as the case may be.

**17
Performance
Security**

17.1 The supplier shall, within fifteen (15) days of the notification of contract award or prior to signing of the contract whichever is earlier, provide a Performance Security of five (5) percent of the Contract Price. If the accepted

Bidder/Supplier fails to furnish the bank guarantee within the above said period, the EMD remitted by him will be forfeited by the MCA and their tender will be held void

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

17.3 The Performance Security shall be denominated in the currencies of the Contract i.e. Rupees

17.4 The Performance Security shall be discharged by the MCA 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.

18 Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the MCA by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the MCA 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.

19 Subcontracting

19.1 The Supplier shall notify the MCA 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 obligation, duties, responsibilities, or liability under the Contract.

20.1 Technical Specifications and Drawings

**20 Specifications
And Standards**

(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 MCA, by giving a notice of such disclaimer to the MCA.

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

20.2 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-V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the MCA.

**21 Packing
And
Documents**

21.1 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.

21.2 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, and in any other instructions ordered by the MCA.

22 Insurance

22.1 The Goods supplied under the Contract shall be fully insured, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

23 Transportation

23.1 The obligations for transportation of the Goods shall be in accordance as specified in Section-V, Schedule of Supply.

24.1 The Supplier shall at its own expense and at no cost to the MCA carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section-V, Schedule of Supply and Technical Specification.

**24 Inspection and
tests**



- 24.2 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. The material/goods has to be tested by the manufacturer and the test certificates have to be submitted before dispatching of the Goods. The MCA reserves the right of asking for witnessing of testing to be done again in presence of its representative or an inspecting agency approved by MCA at the manufacturer's premise before packing and dispatching. Full equipment and facilities for all tests specified in the Bid Document will have to be provided by the bidder at his own cost.
- 24.3 The MCA or its designated representative shall be entitled to attend the tests and/or inspections provided that the MCA bears all of its own costs and expenses incurred in connection with such attendance.
- 24.4 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 MCA. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the MCA or its designated representative to attend the test and/or inspection.
- 24.5 The MCA 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.
- 24.6 The Supplier shall provide the MCA with a report of the results of any such test and/or inspection.
- 24.7 The MCA 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 MCA, and shall repeat the test and/or inspection, at no cost to the MCA.
- 24.8 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 MCA or its representative, shall release the Supplier from any warranties or other obligations under the Contract.



**25
Liquidated
Damages**

25.1 The Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the MCA may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as Liquidated damages, The liquidated damage shall be: 1 % (one percent) per week or part thereof of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 (ten) percent of the Contract Price. Once the maximum is reached, the MCA may terminate the Contract.

26 Warranty

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 The MCA 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 MCA shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 26.5 Upon receipt of such Notice, the Supplier shall, repair or replace within 10 (Ten) days the defective Goods or parts thereof, at no cost to the MCA.
- 26.6 If having been notified, the Supplier fails to remedy the defect within the period specified, the MCA 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 MCA may have against the Supplier under the Contract.

27 Force Majeure

- 27.1 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.
- 27.2 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 MCA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

**28 Change Orders
And Contract
Amendment**

27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the MCA in writing of such condition and the case thereof. Unless otherwise directed by the MCA 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.

28.1 The MCA may at any time order the Supplier through Notice , 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 MCA;
- (b) the place of delivery; and
- (c) the Related Services to be provided by the Supplier.

28.2 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 Fifteen (15) days from the date of the Supplier's receipt of the MCA's change order.

28.3 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.

**29 Extensions
Of
Time**

29.1 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, the Supplier shall promptly notify the MCA in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the MCA 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.

29.2 Except in case of Force Majeure, 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 25, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 29.1

30 Termination

30.1 Termination for Default

- (a) The MCA, 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 MCA pursuant to GCC Clause 29; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the MCA terminates the Contract in whole or in part, pursuant to GCC Clause 30.1(a), the MCA may procure, upon such terms and in such manner as it deems appropriate, Goods and Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the MCA 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 or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

30.2 Termination for Insolvency

- (a) The MCA 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 MCA.

30.3 Termination for Convenience

- (a) The MCA, 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 MCA'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 Fifteen (15) days after the Supplier's receipt of the Notice of termination shall be accepted by the MCA at the Contract terms and prices. For the remaining Goods, the MCA 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.

31 Assignment

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



1 AGREEMENT FORM

THIS AGREEMENT made on the **[insert number]** day of **[insert month]**, **[insert year]**, between Commissioner, Municipal Corporation Amritsar (hereinafter "the MCA"), of the one part, and **[insert complete name of supplier]** of **[insert complete address of supplier]** (hereinafter "the Supplier"), of the other part:

WHEREAS the MCA invited Bids for certain Goods and Related Services, viz., **[insert brief description of the Goods and Related Services]** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of **[amount of contract price in words and figures]** (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:
 - (a) the General Conditions of Contract :
 - (b) the Schedule of Supply:
 - (c) the Technical Proposal and Price Proposal Submission Sheets and the Price Schedule submitted by the Supplier;
 - (d) the MCA's Notification to the Supplier of Award of Contract; and
 - (e) **[indicate other documents required]**
3. In consideration of the payments to be made by the MCA to the Supplier as indicated in this Agreement the Supplier hereby covenants with the MCA 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 MCA 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 India on the day, month, and year indicated above.

Signed by **[insert authorized signature for the MCA]**

Signed by **[insert authorized signature for the Supplier]**



2 PERFORMANCE SECURITY

Input of Information to be completed by the Bidder Awarded the Contract
--

[insert complete name and number of contract]

To:

The Commissioner

Municipal Corporation Amritsar

Amritsar-143001, Punjab

INDIA

WHEREAS [insert name complete of Supplier] (hereinafter "The Supplier") has undertaken, pursuant to Contract No. [insert number] dated [inset day and month], [insert year] to supply [brief description of the Goods and Relative Services] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [inset type of 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 [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter the "Guarantor"), 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 [insert currency or currencies and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency or currencies and amount of guarantee in words and figures] 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 [insert day, month, year]

Name: [insert complete name of person signing the Security]

In the capacity of: [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of" [insert seal and complete name of Guarantor]

Date: [insert date of signing]

SECTION-VIII PRICE PROPOSAL SUBMISSION SHEET

Input of information to be completed by Bidder
--

Date

[insert date (as day, month, year
of Bid Submission)]

To:

The Commissioner

Municipal Corporation Amritsar

Amritsar-143001, Punjab

INDIA

We, the undersigned, declare that

- (a) we have examined and have no reservations to the Bidding Document, including Addenda No. **[insert the number and issuing date of each addenda]**
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of supply, the following goods and related services **[insert a brief description of the 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]**
- (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 to supply to which it applies]**

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

In the capacity of **[insert legal capacity of person signing the Bid]**

Signed **[insert signature of person whose name and capacity are shown above]**

Duly authorize to sign the Bid for and on behalf of **[insert complete name of bidder]**

Dated **[insert date of signing]**

(Bidder to specify the discount as below)

a) Individual Discount offered

:(in figures)

:(in words)



2. PRICE SCHEDULE FOR GOODS AND RELATED SERVICES BE OFFERED.

Name of Bidder _____

1	2	3
Item	Description	Unit Price (including excise duty & taxes)
	Insert name and brief description of item	Insert the unit price for each item including duty, sales and other taxes payable in the MCA's country
1	Supply, Installation, Testing, Commissioning of Electromagnetic Flow-meters of different sizes as per specification at Tubewells as per Table-1	
1a	EMF80 for DN 80mm	
1b	EMF100 for DN 100 mm	
1c	EMF150 for DN 150 mm	
1d	EMF200 for DN 200 mm	
	TOTAL	

Name: [insert complete name of person signing the Bid]

In the capacity of: [insert legal capacity of person signing the Bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the Bid for and on behalf of: [insert complete name Bidder]

Date: [insert date of signing]