GOVERNMENT OF ODISHA
(WORKS DEPARTMENT)

INTERNATIONAL COMPETITIVE BIDDING

B I D D I N G   D O C U M E N T S
Issued on: October 2012

for

Procurement of
Commercial Off-the-Shelf (COTS) Software for
Odisha Road Asset Management System (O-RAMS)

ICB No: PMU-WB- 35/2012/AMS-COTS

Project: Odisha State Road Project (Loan # 7577 – IN)

Purchaser:
Chief Engineer, World Bank Projects, Odisha
O/o Engineer-in-Chief (Civil), Odisha
Nirman Soudha, Keshari Nagar, Unit – V, Bhubaneswar – 751 001
INDIA

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Section I. Instructions to Bidders

General

Scope of Bid 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS.** The name, identification, and number of lots of are **provided in the BDS.**

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

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

(c) "day" means calendar day.

Source of Funds 2.1 The Borrower or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") toward the cost of the project **named in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

Fraud and Corruption
    3.1   It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, the Bank:

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

        (i)   "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

        (ii)   "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[3];

        (iii)   "collusive practice" is an arrangement between two or more parties[4] designed to achieve an improper purpose, including to influence improperly the actions of another party;

        (iv)   "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[5];

        (v)   "obstructive practice" is

            (aa)   deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party

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[1] *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.*

[2] *"Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

[3] *"Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.*

[4] *"Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.*

[5] *"Party" refers to a participant in the procurement process or contract execution.*

to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

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

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; and

(d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures[a], including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded a Bank-financed contract; and (ii) to be a nominated[b] subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

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[a] A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

[b] A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

Eligible Bidders   4.1   A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2   A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a)   are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b)   submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3-4.4 A firm that has been sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms is available at the electronic address specified in the **BDS.**

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

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

Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

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

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

Contents of Bidding Documents

Sections of Bidding Documents

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

PART 1   Bidding Procedures

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

PART 2   Supply Requirements

- Section VI. Schedule of Requirements

PART 3   Contract

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

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

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

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

Clarification of Bidding Documents

7.1   A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS.** The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

Amendment of Bidding Documents

8.1   At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

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

8.3   To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

Preparation of Bids

Cost of Bidding

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

Language of Bid

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

Documents Comprising the Bid	11.1	The Bid shall comprise the following:

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

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;

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

(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 Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(h) any other document **required in the BDS.**

Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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

Alternative Bids

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

Bid Prices and Discounts

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

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

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4   The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5   The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

14.6   Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a)   For Goods manufactured in the Purchaser's Country:

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

(ii)   any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(iii)   the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS.**

(b)   For Goods manufactured outside the Purchaser's Country, to be imported:

(i)   the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS;**

(ii)   the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS;**

(iii)   in addition to the CIP prices specified in (b)(i)

above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS;**

(c)   For Goods manufactured outside the Purchaser's Country, already imported:

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

(i)   the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii)   the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii)   the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv)   any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v)   the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS.**

(d)   for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i)   the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 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,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

Currencies of Bid   15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS.**

15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's Country.

Documents Establishing the Eligibility of the Bidder   16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

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

Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

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

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

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

Documents Establishing the Qualifications of the Bidder

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

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

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

prescribed in the Conditions of Contract and/or Technical Specifications; and

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

Period of Validity of Bids

20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS.**

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.

(c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other

form approved by the Purchaser prior to bid submission;

(d)   be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;

(e)   be submitted in its original form; copies will not be accepted;

(f)   remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3   If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4   The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5   The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

(b)   if the successful Bidder fails to:

(i)   sign the Contract in accordance with ITB Clause 43;

(ii)   furnish a Performance Security in accordance with ITB Clause 44.

21.6   The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

21.7   If a bid security is **not required in the BDS**, and

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

      (b)   if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

Format and Signing of Bid

22.1   The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2   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.

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

Submission and Opening of Bids

Submission, Sealing and Marking of Bids

23.1   Bidders may always submit their bids by mail or by hand. When so specified in the **BDS,** bidders shall have the option of submitting their bids electronically.

    (a)   Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

    (b)   Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS.**

23.2   The inner and outer envelopes shall:

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

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

    (c)   bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS;** and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

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

Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). 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 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

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

Bid Opening   27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.** Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS.**

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted

online when electronic bidding is permitted.

Evaluation and Comparison of Bids

Confidentiality 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

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

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

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

Responsiveness of Bids 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents 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 Documents, the Purchaser'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.

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

Nonconformities, Errors, and Omissions

31.1   Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

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

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

(a)   if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

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

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

31.4   If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

Preliminary Examination of Bids

32.1   The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

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

(a)   Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b)   Price Schedules, in accordance with ITB Sub-Clause 12.2;

(c)   Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

Examination of Terms and Conditions; Technical Evaluation

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

33.2   The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3   If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

Conversion to Single Currency

34.1   For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS,** using the selling exchange rates established by the source and on the date **specified in the BDS.**

Domestic Preference

35.1   Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS.**

Evaluation of Bids

36.1   The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2   To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

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

(a)   evaluation will be done for Items or Lots, as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 14;

(b)   price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;

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

(d)   adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e)   adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

36.4   The Purchaser's evaluation of a bid will exclude and not take into account:

(a)   In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b)   in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c)   any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5   The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6   If so **specified in the BDS,** these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Bids

37.1   The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

Postqualification of the Bidder

38.1 The Purchaser 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.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

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

Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

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

Award of Contract

Award Criteria

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

Purchaser's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

42.3 The Purchaser shall publish in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and

evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.4   Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

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

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

43.3   Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

Performance Security   44.1   Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

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

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: **Chief Engineer, World Bank Projects, Odisha on behalf of Government of Odisha**
ITB 1.1	The name and identification number of the ICB are: PMU- WB -35 / 2012 / AMS-COTS The number, identification and names of the lots comprising this ICB are: **Procurement of Commercial Off-the-Shelf (COTS) Software for Odisha Road Asset Management System (O-RAMS)** Lot No. 1: 1. COTS software (RIS, BIS & PMS)- having unlimited named users with 5 concurrent users at any time out of which 2 users can access analytical functions 2. Full use RDBMS-Server license 3. Training, Assistance for configuration, Acceptance tests and support during warranty period 4. Annual Maintenance Contract (AMC) for 5 years **Optional Items for future procurement** 1. Additional concurrent license for COTS software with analytical functions 2. Additional concurrent license for COTS software without analytical functions
ITB 2.1	The Borrower is: **Works Department, Government of Odisha through Government of India**
ITB 2.1	The name of the Project is: ***Odisha State Roads Project*** (IBRD Loan No. 7577 IN)
ITB 4.3-4.4	A list of debarred firms is available at http://www.worldbank.org/debarr

	B. Contents of Bidding Documents
ITB 7.1	For **Clarification of bid purposes** only, the Purchaser's address is: Attention: **Chief Engineer, World Bank Projects, Odisha** Address: Nirman Soudha, Keshari Nagar, Unit-V, Bhubaneswar – 751 001 Telephone: +91-674 - 2396783 Facsimile: +91 – 674 – 239 0080 E-mail: pmuosrp@gmail.com
	C. Preparation of Bids
ITB 10.1	The language of the bid is: **English**
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: **(a)** The Legal Status, Place of Registration and principal place of business of the Company or Firm (Bidder and/ or Manufacturer); **(b)** Certificate/Assurance from the Bidder and/ or Manufacturer for owning the responsibility for fault-free operations and maintenance during the warranty period of equipment/ software. **(c)** An item by item –by –item Commentary on the Purchaser's Technical Specifications as mentioned in Section VI Schedule of Requirements Demonstrating Substantial responsiveness of the Goods and Services; **(d)** Statement of Deviations and/ or Exceptions to the Provisions of Technical Specification if any; **(e)** Documentary evidence to show the financial capability, experience and technical capacity of the bidder as per Post Qualification Requirements (ITB 38.2) in Section III. Evaluation and Qualification Criteria.
ITB 13.1	Alternative Bids shall not be considered
ITB 14.5	The Incoterms edition is: *"Incoterms 2000"*.
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: CIP, **Bhubaneswar, State of Odisha, India**

ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	"Final destination (Project Site)": Office of the E.I.C. (Civil), Odisha, Nirman Soudha, Keshari Nagar, Unit – V, **Bhubaneswar, State of Odisha, INDIA – 751001**
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser's Country shall be quoted: **CIF, Kolkata, State of West Bengal, India**
ITB 14.7	The prices quoted by the Bidder **shall not** be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot
ITB 15.1	The Bidder **is** required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): **10 years after acceptance (4 Years beyond 12 months of warranty + 60 months AMC).**
ITB 19.1 (a)	Manufacturer's authorization is: **required** as per performa in Section IV
ITB 19.1 (b)	After sales service is: **required**
ITB 20.1	The bid validity period shall be **90** days after the date for bid submission.
ITB 21.1	(a) Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms
ITB 21.2	The amount of the Bid Security shall be: *INR 500,000 (Indian Rupees Five hundred thousands) only* *Equivalent USD = 10,000*
ITB 21.7	Not Applicable
ITB 22.1	In addition to the original of the bid, the number of copies is: **2 (TWO)**

	D. Submission and Opening of Bids
ITB 23.1	Bidders **shall not** have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: **Not Applicable**
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: **Procurement of Commercial Off-the-Shelf (COTS) Software for Odisha Road Asset Management System (O-RAMS)** IFB Number: PMU-WB-35/2012/AMS-COTS Name and Quantity of Equipment/ Software: Name and Address of the Purchaser: Name and Address of the Bidder: Deadline for submission of Bids: **Date: 23 November 2012, Time: 04:00 p.m.** Original / Copy Bid "**Do Not Open Before: Date: 23 November, Time: 04:30 p.m**.
ITB 24.1	For bid submission purposes, the Purchaser's address is: **Chief Engineer, World Bank Projects, Odisha** Nirman Soudha, Keshari Nagar, Unit – V, Bhubaneswar – 751 001 INDIA The deadline for the submission of bids is: Date: **23, November, 2012** Time: 04:00 p.m. "In the event of the specified date for submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day."
ITB 27.1	The bid opening shall take place at: **Chief Engineer, World Bank Projects, Odisha** Nirman Soudha, Keshari Nagar, Unit – V, Bhubaneswar – 751 001 INDIA Date: **23 November, 2012** Time: 04:30 p.m. "In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day."
ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: *Not Applicable*

	E. Evaluation and Comparison of Bids
ITB 34.1	Bid prices expressed in different currencies shall be converted in: **Indian Rupee**
	The source of exchange rate shall be: **State Bank of India [SBI] B.C. Selling rate of Exchange.**
	The date for the exchange rate shall be "the date of bid opening"
ITB 35.1	Domestic preference shall be a bid evaluation factor.
	The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria."
ITB 36.3(a)	Evaluation will be done for Lot(s)
	Following items mentioned under Section VI. Schedule of Requirements make One lot and evaluation will be done for all quantities under this Lot taken together.
	1. *COTS software (RIS, BIS & PMS)- having unlimited named users with 5 concurrent users at any time out of which 2 users can access analytical functions*
	2. *Full use RDBMS-Server license*
	3. *Training, Assistance for configuration, Acceptance tests and support during warranty period*
	4. *Annual Maintenance Contract (AMC) for 5 years*
ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:
	(a) Deviation in Delivery schedule: *No*
	(b) Deviation in payment schedule: *No*
	(c) the cost of major replacement components, mandatory spare parts, and service: *No*
	(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid *No*
	(e) the projected operating and maintenance costs during the life of the equipment: *Yes.* AMC for 5 years after warranty period shall be included.
	(f) the performance and productivity of the equipment offered; *No*
ITB 36.6	Bidders *shall not* be allowed to quote separate prices for one or more lots.

	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased is: **Not Applicable**
	Client requires unlimited named users. A maximum five (5) **concurrent** users will access the system and of which two (2) concurrent users will be able to use analytical functions.
	Since 2 concurrent users license for analytical functions is fixed and not expected to increase, Purchaser is not expecting variation in quantity for the above items.
	As we are also seeking bids for one RDBMS server license (only one is required for any number of users), increase in quantity is not expected. However, decrease by 100% is possible if Client opts to buy RDBMS license separately.
	The maximum percentage by which amount may be decreased is: Approximately **15%** of Contract Price, in the event of Purchaser deciding not to procure the RDBMS Server License from the Bidder

Section III. Evaluation and Qualification Criteria

Contents

1. Domestic Preference (ITB 35.1)

2. Evaluation Criteria (ITB 36.3 (d))

3. Multiple Contracts (ITB 36.6)

4. Post qualification Requirements (ITB 38.2)

1. Domestic Preference (ITB 35.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

(a)   **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b)   **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.

(c)   **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (named place of destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award."

2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

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

(b) Deviation in payment schedule. **Not Applicable**-

(c) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable**

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. **Not Applicable**

(e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

(f) Performance and productivity of the equipment. **Not Applicable**

(g) Specific additional criteria **Not Applicable**

3. Multiple Contracts (ITB 36.6)

Not applicable

4. Postqualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **Financial Capability**

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

Average Annual Turnover of COTS supplier should not be less than US$ 1 million (or equivalent) per annum in last three years (i.e. 2008-09, 2009-10 and 2010-11) evidenced by the submission of Audited Annual Accounts and also certificate from Statutory Auditor.

(b) **Experience and Technical Capacity**

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

(i) In last 10 years COTS Software (with RIS, PMS and BIS) must have been supplied to and implemented in at least five road agencies.
(ii) Amongst road agencies, at least three must be using the COTS Software satisfactorily till the date of bid submission;
or
Amongst road agencies, at least three must have renewed AMC for at least 3 years after implementation and acceptance of the COTS software.

The documentary evidences shall include the following:
(i) Name of all agencies and address including contact number, and details on number and type of licenses with mention of year in which system were accepted in respective agencies. A certificate from purchaser/ agencies is required confirming implementation year;
(ii) Documentary evidence such as support agreement / Annual Maintenance Contract etc. to fulfill requirement of 4.b (i) & (ii)

Section IV. Bidding Forms

Table of Forms

Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission*]
ICB No.: *[insert number of bidding process]*

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1. Bidder's Legal Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].
Date: *[insert date (as day, month and year) of Bid Submission*]
ICB No.: *[insert number of bidding process]*

Page _____ of_ _____ pages

1. Bidder's Legal Name: *[insert Bidder's legal name]*
2. JV's Party legal name: *[insert JV's Party legal name]*
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*
4. JV's Party Year of Registration: *[insert JV's Part year of registration]*
5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*
6. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Chief Engineer, World Bank Projects, Odisha
         Nirman Soudha, Keshari Nagar, Unit – V,
         Bhubaneswar – 751 001 INDIA

We, the undersigned, declare that:

(a)   We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____*[insert the number and issuing date of each Addenda];*

(b)   We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods 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 and the respective currencies];*

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

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

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

(e)   Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f)   If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;

(g)   We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries_____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

(h)   We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(i)   Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;

(j)   The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

(k)   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.

(l)   We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:_____ *[insert signature of person whose name and capacity are shown]*
In the capacity of _____*[insert legal capacity of person signing the Bid Submission Form]*

Name:_____ *[insert complete name of person signing the Bid Submission Form]*

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

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

Price Schedule Forms

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

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

(Group C bids, goods to be imported) Currencies in accordance with ITB Sub-Clause 15						Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity in no. of license	Unit price CIP 'BHUBANESWAR' in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS in accordance with ITB 14.6(b)(ii)	Total Price per Line item (Col. 7+8)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
1.	COTS software (RIS, BIS & PMS)- having unlimited named users with 5 concurrent users at any time out of which 2 users can access analytical functions.		7 days	1 Set				
2.	Full use RDBMS-Server license		7 days	1 Set				
Optional Items*								
3.	Additional concurrent license for COTS software with analytical functions*		7 days	1				
4.	Additional concurrent license for COTS software without analytical functions*		7 days	1				
* Specify the unit price for reference. Shall not be considered in price evaluation, but for future procurement. Should not be added in "Total Price"							Total Price	

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

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

(Group C bids, Goods already imported) Currencies in accordance with ITB Sub-Clause 15					Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity in no. of license	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Purchaser's country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
1.	COTS software (RIS, BIS & PMS)- having unlimited named users with 5 concurrent users at any time out of which 2 users can access analytical functions.		7 days	1 Set							
2.	Full use RDBMS-Server license		7 days	1 Set							
Optional Items*											
3.	Additional concurrent license for COTS software with analytical functions*		7 days	1							
4.	Additional concurrent license for COTS software without analytical functions*		7 days	1							
* Specify the unit price for reference. Shall not be considered in price evaluation, but for future procurement. Should not be added in "Total Price"										Total Bid Price	

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

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB Sub-Clause 15						Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity in no. of license	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
1.	COTS software (RIS, BIS & PMS)- having unlimited named users with 5 concurrent users at any time out of which 2 users can access analytical functions.	7 days	1 Set						
2.	Full use RDBMS-Server license	7 days	1 Set						
Optional Items*									
3.	Additional concurrent license for COTS software with analytical functions*	7 days	1						
4.	Additional concurrent license for COTS software without analytical functions*	7 days	1						
* Specify the unit price for reference. Shall not be considered in price evaluation, but for future procurement. Should not be added in "Total Price"								Total Price	

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

Price and Completion Schedule - Related Services

1	2	3	4	5	6	7
Currencies in accordance with ITB Sub-Clause 15					Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
1.	Training, Assistance for configuration, Acceptance tests and support during warranty period		As per Implementation Schedule Table in Part E, Section VI. Schedule of Requirements	Lumpsum		
2.	Annual Maintenance Contract (AMC) for 5 years		Post warranty	5 years		
				Total Bid Price		

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

Bid Security (Bank Guarantee)

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

_____
[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.:   _____

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

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

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

(a)   has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b)   having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

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

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

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

_____
[signature(s)]

Bid Security (Bid Bond)

Deleted

Bid Securing Declaration

Deleted

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

Section V. Eligible Countries

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

1.   In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

        Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

        Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2.   For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

      (a)   With reference to paragraph 1.8 (a) (i) of the Guidelines:
         _____
         _____**Not Applicable**_____

      (b)   With reference to paragraph 1.8 (a) (ii) of the Guidelines:
         _____
         _____**Not Applicable**_____

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
[insert item No]	*[insert description of Goods]*	*[insert quantity of item to be supplied]*	*[insert physical unit for the quantity]*	*[insert place of Delivery]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*
1	COTS software (RIS, BIS & PMS)- having unlimited named users with 5 concurrent users at any time out of which 2 users can access analytical functions.	1	Set	Bhubaneswar, Odisha, India	7	7	
2	Full use RDBMS-Server license	1	Set	Bhubaneswar, Odisha, India	7	7	
Optional Items not be considered in price evaluation, but for future procurement							
3	Additional concurrent license for COTS software with analytical functions	1	No. of license	Bhubaneswar, Odisha, India	7	7	
4	Additional concurrent license for COTS software without analytical functions	1	No. of license	Bhubaneswar, Odisha, India	7	7	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	*[insert description of Related Services]*	*[insert quantity of items to be supplied]*	*[insert physical unit for the items]*	*[insert name of the Place]*	*weeks from Effective Date*
1	Training	Lumpsum		Bhubaneswar	3
2	Assistance for configuration	Lumpsum		Bhubaneswar	24
3	Pre-commissioning + Operational Acceptance tests	Lumpsum		Bhubaneswar	24
4	support during warranty period	Lumpsum		Bhubaneswar	52
5	Annual Maintenance Contract (AMC)	Lumpsum		Bhubaneswar	5 years after the warranty period

1. If applicable

3.   Technical Specifications

A. BACKGROUND

0.1 The Purchaser

0.1.1 The State Government of Odisha (GOO) through the Government of India (GOI) has received a loan from the International Bank for Reconstruction and Development (IBRD) for implementation of Odisha State Roads Project. A portion of this loan is being utilized in financing consultancy services for establishing a Road Asset Management System (RAMS) for the state road network with help of a consultant as a requirement under institutional reforms in the road sector. The envisioned system is expected to assist the Odisha Works Department (OWD), Govt. of Odisha (also referred as Client) to rationalize decision making in planning, programming, funding, procurement, and in the allocation of resources in road sector in order to make the best use of public funds in preserving the road networks at an acceptable level of serviceability.

The aim of this effort is to create a RAMS suitable for a sustainable implementation in Odisha taking into account both the manual & automated equipment based data collection, data storage and processing of road data for a network of about twenty thousands of kilometers.

0.1.2 For this purpose, the Client engaged an Implementation Consultant in May 2011 for a period of three years with specific objectives to:

- Configure and establish an electronic Road Asset Management System with a design architecture to reflect international practice, in a way that suits the local needs and conditions

- Prepare a multiyear rolling maintenance program and two annual updates for implementation in subsequent years for the SH and MDR network under control of the Client; and

- Transfer skills and procedures to the Client to sustain the use of the RAMS during and beyond the end of these services

0.1.3 The broad scope of the on-going RAMS implementation consultancy services includes assistance in procurement of a Commercial Off-the-Shelf (COTS) system; and configuration and implementation of that COTS to act as a RAMS for the State of Odisha (named as O-RAMS i.e.Odisha Road Asset Management System).

The configured O-RAMS should include the following components:
a) Road Information System (RIS)

b) Geographic Information System (GIS)

c) Bridge Information System (BIS)

d) Pavement Management System (PMS)

e) Routine Maintenance Management System (RMMS)

f) Traffic Information System (TIS)

0.2   Business Objectives of the Purchaser

0.2.1   The Client is looking to purchase Commercial Off-the-Shelf (COTS) software
to use as the basis for O-RAMS. This software should be provided by a
supplier with a proven track record of implementing and supporting such
systems internationally.

0.2.2   The Client expects its investment in the software to be protected through
access to a support and maintenance programme ensuring the delivery of
supported and regularly updated COTS software.

0.2.3   The Client is seeking an implementation approach which provides for
immediate installation of the software followed by on-site training and
facilitation in configuring O-RAMS.

0.2.4   Full implementation of O-RAMS is envisaged to be carried out largely
through configuration of this COTS software by the existing Implementation
Consultant.

0.3   Overall Goals and Responsibilities

0.3.1   The broad responsibility of the COTS software supplier, Implementation
Consultant and the Client is provided in the table below.

Task	Responsibility		
	OWD	Implement-ation Consultant	COTS Software Supplier
Purchase HDM-4 & ArcGIS Server software	X	(X)	
Purchase IT Hardware and Software (servers, OS, database)	X	(X)	(X)
Arrange IT department to house IT system and hosting facility in SDC/ NIC Data Centre	X	(X)	
Arrange Network Connection between Data Centre to OWDHQ and Division/Circle Offices	X	(X)	
Provide counter-part staff in OWDHQ	X	(X)	
Provide Database Administrator, GIS Analyst, IT Support	X	(X)	
Supply licenses for COTS Software			X
Installation of the COTS Software			X
Provide Training to Core Group (OWD & Consultant)		(X)	X
Provide System/Reference Manuals			X
Provide integration Support		(X)	X
COTS Acceptance Testing	(X)	(X)	X
Provide Support (During Warranty Period)		(X)	X
Provide Support (After Warranty Period) - Through AMC		(X)	X
Configure COTS Software		X	(X)
Design Reports/Forms/Tables		X	(X)
Populate with Data (Data collected by OWD & Consultant)		X	
Develop GIS and Additional Components (if required)		X	(X)
Overall System Acceptance Testing	(X)	X	(X)
Provide Implemenation Support		X	(X)
Prepare Documentation (e.g. User Manual)		X	(X)
Train OWD Users		X	
Key:			
X – Primary Responsibility			
(X) – Secondary Responsibility			

Note: Implementation Consultant will be responsible for overall integration to suit O-RAMS requirement with support from Client as regards necessary hardware/ software and COTS software supplier.

0.4   Acronyms Used in These Technical Requirements

0.4.1

Term	Explanation
ADT	Average Daily Traffic
AADT	Average Annual Daily Traffic
AMC	Annual Maintenance Contract
AMS	Asset Management System
BBD	Benkelman Beam Deflection
BIS	Bridge Information System

	Term	Explanation
	bps	bits per second
	CD	Cross Drainage
	COTS	Commercial-off-the-Shelf
	DBMS	Database Management System
	DGPS	Differential Global Positioning System
	FWD	Falling Weight Deflectometer
	GIS	Geographic Information System
	GoO	Government of Odisha
	GPS	Global Positioning System
	HDM-4	Highway Development and Management Model-Version IV
	HQ	Head Quarter (O-RAMS core group in OWD)
	IT	Information Technology
	LAN	Local Area Network
	LRP	Location Reference Point
	NIC	National Informatics Centre
	ODBC	Open Database Connectivity
	O-RAMS	Odisha Road Asset Management System
	OS	Operating System
	OSWAN	Odisha State Wide Area Network
	OWD	Odisha Works Department
	PMS	Pavement Management System
	RAM	Random Access Memory
	RAMS	Road Asset Management System
	RIS	Road Information System
	RMMS	Routine Maintenance Management System
	R-O-W	Right-of-Way
	ROMDAS	Road Measurement Data Acquisition System
	SQL	Structured Query Language
	TIS	Traffic Information System

B. BUSINESS FUNCTION AND PERFORMANCE REQUIREMENTS

1.1 Business Requirements to Be Met by the System

The following points provide high level functional and performance requirements of the system:

1.1.1 The components of O-RAMS will be implemented at all Divisions, Circles, and Headquarter offices of OWD. There are approximately forty (40) Division offices throughout Odisha which are managed by Circles, the latter expected to number up to about ten (10) in the near future.

The main server running the application and database will be housed in the Data Center at Department of IT or National Informatics Centre (NIC), located offsite from the OWD Headquarters. It will have a dedicated link to the O-RAMS management unit at OWD Headquarters to access the full functional version of the application. The connectivity will likely to be either via OSWAN (Odisha State Wide Area Network) or through a leased-line service, the modality of which will be decided at a later stage.

The web-version will be hosted through a web server. It will be accessible to all Division and Circle offices through a user ID and password. The user ID and password will also be used to authenticate the user for accessibility to various functions and levels of O-RAMS.

A schematic representation of the proposed configuration/ architecture at various levels/ offices in the OWD is shown in Figure 1.
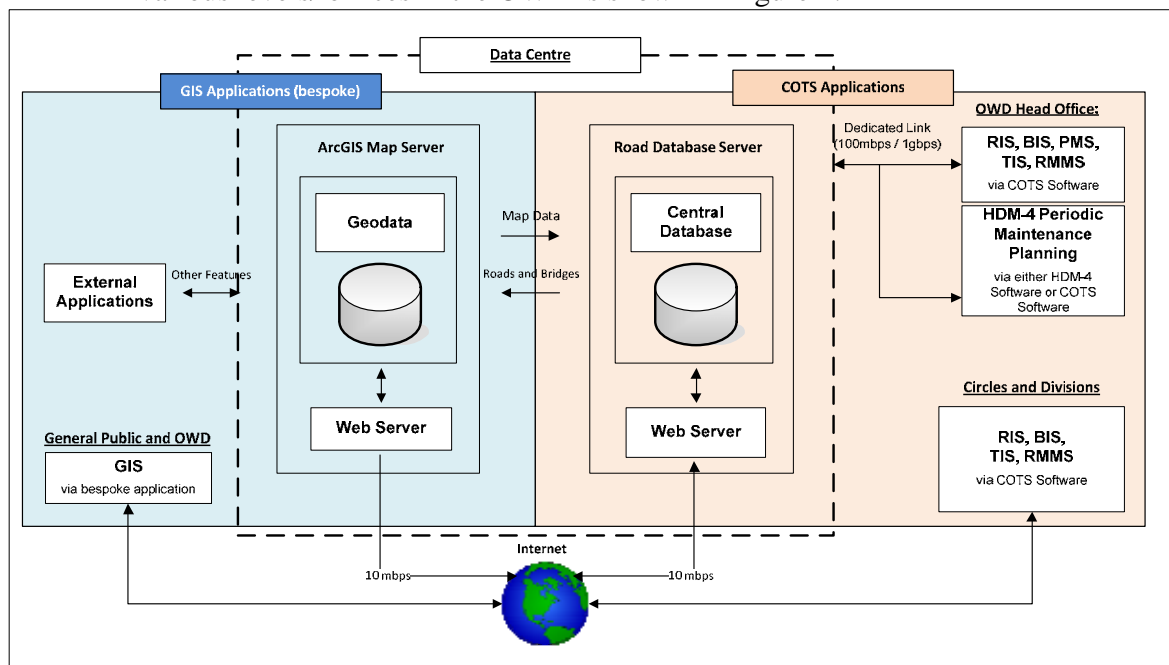

Figure 1: Proposed O-RAMS System Architecture

1.1.2 The geographic location of all road assets will be defined in an external GIS being developed separately (using ESRI technology) by the Implementation Consultant. This will be linked to the O-RAMS database containing network definition and attribute data. Integration of this external GIS with road database in COTS software is a mandatory requirement and shall <u>be jointly defined</u> by the Implementation Consultant and the COTS software supplier.

Table: Proposed COTS Software Solution

COTS Software	Function	Where Used
Version with Full facility	Core O-RAMS data repository and full-featured road-related data management and analysis tool.	Head Office
Web-Version (View as well as data upload & download facility)	Internet browser-based tool for presenting results of analysis from O-RAMS in graphic reports / charts and running O-RAMS related tasks such as browsing/ uploading/ downloading data, executing queries and data transformation operations, etc.	Head Office, Circles, Divisions

1.1.3 The O-RAMS components will primarily use COTS database software (O-RAMS database) to store and process data.
The applications of O-RAMS such as RIS, BIS, TIS, RMMS and PMS will be made functional by configuring the available facility of the COTS software. However, TIS and RMMS applications will be developed separately by the Implementation Consultant and integrated with the COTS software.

1.1.4 The COTS software supplier shall provide necessary software to comply with the requirements of RIS, BIS and PMS. The COTS software should have facility to import data from other applications such as TIS, RMMS; and to export road network definition data to those applications.

1.2   Functional Performance Requirements of the System

1.2.1 The core of the proposed System will be a web-based **Road Information System (RIS) & Bridge Information System (BIS)** with GIS interface capability. The system will be designed for multi-level user requirements (i.e. Headquarters, Circle, Division, Sub-Division) with appropriate security, interfaces and reporting facilities appropriate to the level of the user. The system must be configurable to meet the various requirements of a road & bridge asset management system.

1.2.2 For managing periodic and capital road work activities, a **Pavement Management System (PMS)** application will be configured by the Implementation Consultant using the inbuilt modules of COTS software. This application will cover preservation of the existing road network as well as expansion which may cover new links, multi-laning, or capacity increase. The engineering and economic analytical tools available within the COTS software therefore should provide deterioration prediction methodology for

both bituminous and concrete pavement. The PMS processes must cover / include, but not be limited to:

- network-level planning

- project-level planning

- multi-project programming and budgeting

- optimization of projects under budget constraints

- overall network performance monitoring and evaluation against projected targets

The structure of the database should support a minimum of such parameters so that the PMS can function with a set of default parameters at the beginning, with the ability to accommodate more refined calibration parameters later.

The PMS application should also be able to link to HDM-4 for undertaking similar analyses.

1.2.3   A **Routine Maintenance Management System (RMMS)** application will be developed by the Implementation Consultant and integrated with the COTS software, that: a) determines routine maintenance investments for sections not receiving periodic maintenance or improvements in that year and b) prepares reports and charts for a business plan.

1.2.4   A **Traffic Information System (TIS)** application will be developed by the Implementation Consultant and integrated with the COTS software. The TIS will store survey data, analyse and manage traffic data to be used by other modules of O-RAMS.

1.2.5   The O-RAMS is envisaged as a system which will eventually serve all levels in the OWD, i.e. Headquarters, Circle and Division offices, in planning and managing the state road network under OWD control.

1.3   Related Information Technology Issues and Initiatives

1.3.1   Services from an external consultant with particular expertise in the MIS and IT / ICT fields are also currently on-going, to help OWD to formulate an effective strategy for development and implementation of an agency-wide Management Information System (MIS), project management and decision support tools in the OWD, supported by an Information Technology / Information and Communications Technology (IT / ICT) architecture and resources.

1.4   Detailed Functional Requirements of the COTS Software

This section describes detailed functional requirements of the system by each sub component.

1.4.1   The COTS software supplier will ensure that the following functional requirements related to system can be satisfactorily achieved by using facilities within the COTS software. The Technical Responsiveness Checklist

provided in Section G shall be used by the COTS software supplier to respond to the listed technical requirements.

1.4.2   For the **Road Information System (RIS)**, the COTS software will:
- Support multiple linear referencing methods, allowing all associated data to be located against the network using the users preferred referencing method and then allows these records to be reported back using any defined linear referencing method (e.g. from the start of the section, kilometre point, LRP+ offset).

- Be able to accommodate various network numbering rules, by performing data validation on entry or through some other form of internal validation procedure.

- Provide full network editing functionality. Be able to audit all changes to the road network definition, and allow review of those changes. The audit should record the date and time of network change, the nature of the change, and the username of the person who made the change. There should be facility to save the log file containing information on all the changes made to the network.

- Permit splitting, joining and modifying of road sections, and modification of road section lengths, while preserving the integrity of all current and historical data stored against the affected sections.

- Have configurable options to enable the user to define additional types of data to be stored, and to define what attributes are to be stored against each type of data. There should be no restriction on the number and type of items or their attributes, other than physical limitations of the database management system being used.

- Be able to allow the storage of data over different time periods, to enable comparison of such data. There should be facility to view/select the most current data or for a user defined period.

- Be able to display multi-media objects (e.g. photographs, video clips etc.) as attributes of data items. For video, the COTS software should allow viewing of video data by chainage along the road section, based on frame/chainage lookup tables supplied. The COTS software should have been designed in a way that the processing time for querying the database and extracting information is satisfactory.

- Have a reliable but flexible security system for access and data processing (e.g. security groups, program security, data security).

- Permit security set-up so that user may have different security privileges for sub-networks in different geographical or administrative areas. It should also permit setup so that different users have different levels of access for different types of data.

- Permit security set-up so that different users may have access to different application modules and functions within these modules.

- Provide flexible reporting to enable Client staff to devise their own reports and to make those reports available to other users. Reporting of all items in the COTS software database must be permitted, including reporting on user-defined items and attributes, comparisons of current data with historical data, audit records etc. Export to spread sheet and/or comma-delimited text files should also be provided. The supplier should also provide details of any interfaces to third-party reporting tools.

- Be able to generate strip maps showing on- and off-carriageway features such as carriageway, shoulder, built-up structures, bus shelters, pipes / cables, poles / pylons, road signs, trees, statues, well etc., and support various cross-sectional positional models to allow data to be referenced laterally against road sections.

- Allow the network and associated data to be viewed spatially both over the web and locally.

- Integrate with external systems for any tabular and GIS data

- Permit viewing of external asset information that may be held in other external databases;

- Allow a modular approach so that additional modules may be implemented as the business requirements grow or evolve.

- Allow all other COTS modules to use same core linear referencing modules to avoid the need to duplicate linear referencing systems.

- Be capable of deployment over an intranet and internet architecture.

1.4.3   Table 1 lists the indicative data items being compiled for loading in to ORAMS application.

Table 1 : Data Items

Data Type	Indicative data format
GPS referencing	In GPS eXchange format .gpx and in GIS data formats such as .dxf, .shp, .tab, .dgn. .kml, .kmz, .mdb, .gml
GIS Database (Road centre-line, km stone, road start / end, bridge, culvert, cross road etc., and the items to be captured for strip-map generation within right-of-way)	In ESRI GIS data formats such as ArcSDE, Geodatabase (SDE, FILE, MDB, XML), shape.
Inventory of pavements and CD works	In standard database formats such as .xls / .mdb / .csv / .txt / .dbf;
Roughness on paved roads	
Surface distress indicators (4 items such as cracking, ravelling, rutting, depressions or potholes)	photographs in image formats such as .jpeg, .bmp, .png, .gif, .tiff;
Pavement strength – deflection data	

Data Type	Indicative data format
Bridge (minor & major) visual condition data – 3 or 4 critical attributes	Video files in formats such as .mpg, .mp4, .avi, .mov, .swf, .vob, .wmv, .3g2, .3gp, .flv, .rm.

1.4.4   The COTS software will:

- Allow for menus, interface and reports in English

- Be web-based to ensure operability and data updating using the internet/intranet;

- Be capable to check data accuracy, inconsistencies, and the data falling beyond acceptable ranges;

- Be able to export to Excel / Access / Dbf and other common file formats;

- Be able to calculate and export all average road attributes for each kilometre, homogeneous road section, or entire road link as necessary.

1.4.5   The RIS data model shall be capable of managing data recorded as both point (e.g. km stones) and linear elements (e.g. roughness data), and as well be able to accommodate overlapping locations for certain types of attributes (e.g. roughness data recorded against lanes, more than one traffic sign at one location, etc.). It should also allow for interface with a geographic information system (GIS) for mapping purposes.

1.4.6   The Client is in the process of establishing a Geographic Information System (GIS) using ESRI tools, including ArcMap client software and ArcGIS Server. The COTS software should be able to link seamlessly to the geo-database for integration of attribute and map data to display GIS thematic maps.

The COTS software should have capability to provide attribute data of roads in a user-configurable interface. It should have the following capabilities for:

- Integration with road, culvert, bridge, R-O-W feature and related data;

- GIS data export feature to external application(s);

- GIS map plotting/ thematic map preparation capability;

- Dynamic segmentation capability (to be able to show the attribute(s) of a segment or group of segments as needed);

- A mechanism to compare the depicted length of the graphical representation with the defined length as stored in O-RAMS, in order to ensure correspondence of data and to highlight anomalies for user investigation;

- From the O-RAMS, while reviewing a particular road section, the user should be able to view and highlight that road section. The interface should highlight if there is any missing GIS representation for a given road section;

- Selected attributes of the road section, as stored in O-RAMS, should be able to be viewed. These attributes should include all section-wide

attributes including section identifier, road identifier, defined direction of the section, road classification etc.;

- The GIS interface should enable viewing of video data as stored or referenced by the COTS software, according to the direction and chainage of the video lookup tables stored in the database.

1.4.7   A **Bridge Information System (BIS)** will also be supplied by the COTS software supplier.
a) The BIS will be used to store inventory data on minor and major bridges, information collected from routine and special inspections.
b) The BIS should be compatible with the other modules of O-RAMS
c) BIS functionality will:

- Integrate with the Road Information System (RIS) for network referencing and road data

- Allow form based entry and import from Excel or other common file format, to permit storage of detailed bridge inventory - including data on individual piers, spans, abutments, bearings, expansion joints, approaches, bridge protection works, training works, bridge construction and maintenance history, design capacity, load capacity etc.

- Allow form-based entry and import from Excel or other common file format to store detailed inspection data - including individual defects on each of the above elements, with severity and extent.

- Permit storage of bridge inspection photographs, design drawings etc.

- Store pre-defined estimated unit costs of repair, maintenance, or rehabilitation costs.

- Estimate total cost of bridge repair, maintenance or rehabilitation based on condition rating, inventory parameters and unit costs for relevant bridge work.

- Define and assign matrix based condition index to bridges depending on bridge inspection rating of elements and overall condition rating/index.

- Allow defining priority for maintenance of any bridge based on inspection data.

- Planning and prioritization of bridge works based on condition index

- Enable export of bridge inventory, condition and cost data to standard data formats.

- Allow for scheduling and tracking bridge inspections.

d) The BIS will be able to produce and report the following thorough analysis of the above data:

- Detailed / summarized bridge inventory of selected bridges in a division / circle or road

- Detailed / summarized bridge inspection data of selected bridges in a division / circle or road

- Link GIS objects (of bridge points) to prepare thematic representation of bridge inventory, inspection ratings and maintenance costs and visualize in built-in map-based interface

Pavement Management System (PMS)

1.4.8 The database used by the RIS will allow automatic homogeneous sectioning so that road sections or segment can be created using factors such as condition, inventory and traffic as criteria. The sectioning process shall be interactive with the user being able to adjust the resulting sections for PMS analysis.

1.4.9 For the PMS application, the COTS software shall connect the RIS with an economic evaluation model based on sound engineering and economic priority principles, capable of undertaking both strategic and project level analyses at the appropriate organizational levels, such as the Highway Development and Management Model (HDM-4) or equivalent.

The PMS should be able to create an HDM-4 road network file to be imported by HDM-4 and be able to import the results of the works program generated by HDM-4 so that they can be related back to the real road network and displayed in tabular and / or map-based reports. The reports should allow filtering data by various parameters such as jurisdiction, core / non-core etc.

In addition, it should have facility, to add/ incorporate alternate methodology using well established practices to perform similar function within PMS.

The economic evaluation model shall be capable of the following types of analyses, based on both road condition and any anticipated capacity improvements:

- strategic budgeting studies;

- project-level technical analyses;

- multi-year road works programming and optimization under budget constraints; and

- projection of network condition under various budget scenarios

The PMS will include the following functions:

- An inbuilt alert system to ensure updating of road and pavement condition data periodically and flag the year of data collection while analysing for each parameter.

- A generic interface which allows the user to define the rules for automatic homogeneous sectioning. This can include specification of which data items to use, what transformations to apply to the individual data items

(i.e. average, minimum, maximum, dominant, weighted average), minimum and maximum lengths of sections etc.

- Transformation of inventory and condition data to get it into terms understood by HDM-4 (this may also include manipulation of road construction types to match the set of surface types supported by the tool).

- Ability to bring in default data where one or more data items is missing, and to highlight in the reporting which data items have been defaulted.

- Preparation of HDM-4 input files for work standards, traffic classification and growth rates.

- Defining various road works and their unit costs.

- Link GIS objects (of roads) with the road sections to prepare thematic representation of assigned road works and visualize in built-in map interface.

Routine Maintenance Management System (RMMS)

This application will be developed by the Implementation Consultant and integrated with the COTS software. COTS software supplier will provide support related to integration.

1.4.10   The RMMS will :
a) determine on-carriageway routine maintenance requirements for sections not receiving periodic maintenance or improvements in that year and prepares reports and charts for a business plan.
b) be compatible with RIS / PMS and other modules of O-RAMS

RMMS functionality will:
- Define standard on-carriageway routine maintenance works and unit costs.

- Assign routine maintenance activities to sections based on pre-defined maintenance matrix.

- Define maintenance matrix based on pavement condition survey ratings and other inventory, traffic and parameters such as road category / core/ non-core.

- Define and assign rule based priority index based on parameters.

- Define quantity standards for pavement condition rating and maintenance activity.

- Apply quantity standards for calculation of quantity for each maintenance activity.

- Assign off-carriageway routine maintenance cost and routine maintenance of culverts and bridges to the sections selected for routine maintenance.

c) The RMMS shall be able to produce and report the following thorough analysis of the above data:

- Assigned maintenance activity for each section along with quantity and cost

- Group total quantity & cost by maintenance activity by OWD jurisdiction and report through charts / graphs

- Link GIS objects (of roads) with the road sections to prepare thematic representation of assigned routine maintenance works and visualize in built-in map interface

Traffic Information System

This application will be developed by the Implementation Consultant and integrated with the COTS software. COTS software supplier will provide support related to integration.

1.4.11 TIS will provide traffic data to RIS / PMS and other modules of O-RAMS.
a) The TIS will be have capability of storing regular and special classified traffic volume counts and other data as well as outcomes from specific traffic studies. Among the important data to be stored are:

- Processed hourly classified traffic count from permanent traffic count stations.

- 3-day classified traffic counts – hourly and directional

- Short term (<3 days) classified traffic counts – hourly and directional

- Traffic growth rate forecast – estimated externally and stored in the system by location or by class of road or applicable for entire network.

- Vehicle fleet characteristics – as collected from secondary sources for the representative vehicle types (15 vehicle types) and required for economic evaluation.

- Sample hourly flow data – representative for entire network, by core/ non-core, by road class such as SH, MDR, ODR etc.

- Master data such as PCU factors for each vehicle types and seasonal correction factors

- Processed weigh-in-motion or axle load survey data (i.e. aggregated statistics as opposed to measurements of each vehicles), if available

- Processed average pay load by vehicle type (goods vehicles)

b) The TIS will be compatible with RIS.
c) TIS will have ability to estimate traffic levels for any links that are not covered by explicit traffic counts by associating a user defined proportion of traffic from traffic count stations.
d) The TIS should capable of check/flag data accuracy, inconsistencies, and identifying data falling beyond pre-defined acceptable range within current data and comparing previous data.

e) The Traffic Information System (TIS) shall be able to produce and report the following thorough analysis of the above data:

- Traffic volume and flow characteristics; average daily traffic (ADT), average annual daily traffic (AADT), seasonal factors, K-Factors, hourly distribution of annual traffic.

- Traffic growth forecasts: predicted traffic patterns of network using supplied traffic growth.

- Vehicle loading characteristics: average axle loadings and equivalent standard axles.

- Historical and forecast data in a graphical format. It shall include, but not be limited to, network utilization, traffic volume and loadings, annual vehicle km of travel, annual tonne km of freight by vehicle class and /or road class.

f) the TIS shall link GIS objects (of roads) with the road sections to prepare thematic representation of assigned traffic (volume, tonne, VDF, ESAL etc.) and visualize the above data in built-in map interface

C. TECHNICAL SPECIFICATIONS

2.0   General Technical Requirements

2.0.1   **Configurable software:** The software supplied must be configurable. This means that it is possible for the application administrator (initially the Implementation Consultant, but later the Client) to modify parameters or settings, or to otherwise set up or initialize the system so that it meets the requirements. Applications requiring significant customization (i.e. requiring significant additional coding and/or changes to existing source code) will not be considered for the assignment. The supplier shall clearly indicate the level of customization required for the assignment in their proposal. If this is considered to be excessive, then the proposed system shall be rejected by the Client.

2.1   Computing Hardware Specifications

2.1.1   The Client intends to implement COTS software on a quad-core processor server configuration. The COTS software supplier shall cost his bid with the above hardware option.

2.2   Network and Communications Specifications

2.2.1   The central database (server) will be accessed through application and web servers; the connectivity will be provided either by NIC or department of IT through a dedicated leased line (through fiber optic cable or other means) to the OWD head-quarter for the full functional version. The web-version will be accessible via leased line internet connectivity or broadband (10 mbps bandwidth preferably dedicated) at both server and user end.

2.3   Software Specifications

2.3.1   **System Software and System-Management Utilities:** The application package (COTS software) should be compatible with Client operating system "Microsoft Windows (XP and onwards)" and server operating system "Microsoft Windows Server (2008 and onwards). It is optional to be compatible to other operating systems like Linux, Unix, Solaris, OS/2 etc.
The COTS web-based application interface must be compatible to internet browsers such as Windows Explorer, Mozilla Firefox, Google Chrome (latest versions) etc.

2.3.2   **Networking and Communications Software:** The COTS software must support latest network services, management and administration features; security and failure management features.

2.3.3   **General-Purpose Software:** The COTS software supplier will also specify any additional software required for implementation of the COTS software like report designer, and any other application that will be required. **The**

licensing cost for the same is also to be included in the financial offer for COTS software.

2.3.4 **Database Software and Development Tools:** The O-RAMS shall operate using a relational database management system (RDBMS) developed using fourth generation language (compatible with either Microsoft SQL Server OR Oracle latest versions or by both).

The COTS software supplier must specify the RDBMS platform (and version supporting full use database license) of his choice on which the software will operate, and provide cost of licensing the same for financial evaluation. The Client may require the COTS supplier to supply the license for the RDBMS.

2.3.5 **Business Application Software:** The COTS software modules shall be as specified on the basis of technical and functional requirements as stipulated in this document.

2.4   System Management, Administration, and Security Specifications

2.4.0 **General Requirements:** The databases (GIS and O-RAMS) will be accessible to HQ, all Divisions and Circle offices through a user ID and password. The user ID and password will also be used to authenticate the user for accessibility to various functions and functional levels of O-RAMS. The COTS software must have a facility to define role based functional levels and assign such roles to each user. Further, it should also allow assigning OWD-jurisdiction based editing, viewing, printing rights to the users. The COTS software must have a separate interface to perform such administrative and management functions.

2.4.1 **Technical management and troubleshooting:** The COTS software supplier will provide support for configuration. For this purpose the COTS software supplier and the Implementation Consultant will jointly work in the office premises of the Implementation Consultant located at Bhubaneswar. The COTS software supplier shall ensure that adequate support is available to the Client and Implementation Consultant during the duration of this Contract. In addition, the COTS supplier shall provide 3 weeks of training to Client and Implementation Consultant staff in Bhubaneswar. The COTS software supplier will also provide on-line technical expertise to solve / correct / fix any problem promptly arising from the configured application during the service/warranty period.

2.4.2 **User and usage administration:** The Client requires unlimited named users. A maximum five (5) **concurrent** users will access the system, of which two (2) concurrent users will be able to use analytical functions.

The data editing/importing will be initially performed at OWD Headquarters. This function may be shifted to the remote offices as implementation and roll-out progress in future. Therefore, additional licenses for the COTS software will likely be required allowing data editing/importing from offices across the State. The COTS software supplier should indicate a unit price for such additional licenses.

2.4.3 **Software certification and accreditation:** The COTS software will be subject to security clearance as per government policies. Therefore, the COTS software supplier must provide information on any certification and accreditation that the software has obtained.

2.5 Service Specifications

2.5.1 **System Integration:** The geographic location of all road assets will be defined in external GIS being developed separately by the Implementation Consultant. This will be linked to the O-RAMS database containing network definition and attribute data. The integration requirements will be jointly undertaken by the Implementation Consultant and the COTS software supplier.

2.5.2 **Training and Training Materials:**

2.5.2.1 The COTS software supplier will train O-RAMS core group (Implementation Consultant's staff and selected Client staff of Asset Management Cell) during configuration of the software at Bhubaneswar for three (3) weeks.

2.5.2.2 The COTS software supplier shall prepare and provide all operational and training material, for delivery of the program; all such material will be the property of the Client. The COTS software supplier shall bear all expenses for their mobilisation, boarding and lodging in Odisha of their own staff during the duration of the training. Client will provide facilities for training.

2.5.3 **Technical Support:**

The COTS software, after configuration by the Implementation Consultant, will be delivered to the Client within six (6) months from signing the contract. After Client's acceptance, it will be under warranty period.

2.5.3.1 Warranty Service: The implemented COTS software (O-RAMS) will be under warranty after successful acceptance testing as per General Conditions of Contract. During the period of warranty the COTS software supplier will provide full User support and technical assistance to O-RAMS core-group.

2.5.3.2 User support / hot line: The User support includes resolution of issues that may arise during normal use of the software by the Client officers. This includes provision of dedicated e-mail ID (response time not more than 24 hours) and voice-chat (express resolution) through a dedicated telephone no. (during supplier's normal working time).

2.5.3.3 Technical Assistance: This involves tasks not limited to trouble shooting, bug fixing, providing support for any technical issue or from technology obsolescence etc. The technical support includes on-line chat, dedicated e-mail ID (response time not more than 48 hours) and voice-chat (express resolution) through a dedicated telephone no. (during supplier's normal working time).

2.5.3.4 Post-warranty maintenance services:

There shall be no maintenance charges during the warranty period.

Beyond the free maintenance period, the supplier shall indicate in the financial proposal, the rate for the maintenance support or annual maintenance contract (AMC) that will be provided to the Client per year (for 5 years). The services will include but will not be limited to updates, trouble-shooting, resolving any problems faced by the Client, minor modifications and refinements required in the system to improve its effectiveness based on the feedback information collected from its use, and bug-fixing. A technical document mentioning the details of any software updates / patches and the type and extent of changes conducted on the software must be clearly mentioned.

2.5.4 **Data Conversion and Migration:** Data collected during the project are required to be migrated to O-RAMS database using the facilities in the configured COTS software. The Implementation Consultant will migrate any such data that is collected during the project to the O-RAMS database.

2.6 Documentation Requirements

2.6.1 Technical Documents: The COTS software supplier shall provide standard user manuals, technical guides and documentation (editable version) for the use of the system, its input, output, analysis, configuration, administration etc. for the original software. The Implementation Consultant will use them for preparing manuals and necessary documentation for the configured O-RAMS. The COTS software supplier shall provide hard and soft copies of all manuals, technical guide etc. to the Implementation Consultant. An administrator's manual explaining how to install, configure, and/or use the software securely will also be provided.

2.7 Consumables and Other Recurrent Cost Items

Nil

2.8 Other Non-IT Goods

Nil

D. TESTING AND QUALITY ASSURANCE REQUIREMENTS

3.1   Inspections

3.1.1   Inspections following delivery: Upon delivery of the licenses, the O-RAMS core group will verify the media for its installation.

3.2   Pre-commissioning Tests

3.2.0   In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must perform the tests to demonstrate the technical and functional requirements as described in Section B and Section G of Schedule of Requirements on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).

3.3   Operational Acceptance Tests

3.3.0   The COTS software supplier shall work jointly with the Implementation Consultant and the Client to develop a set of step-by-step acceptance tests in order to explicitly test each of the functional and technical requirements. The Implementation Consultant and the Client (or its appointed representative) will perform the various tests and the latter will determine whether or not each test may be signed off as being successful.

3.3.1   The COTS software supplier and Implementation Consultant will jointly work with NIC to determine the security framework for implementation. Further, security auditing of the software is to be taken up by the third party who is CERT-In certified (http://www.cert-in.org.in/) before hosting. The COTS software supplier and Implementation Consultant must ensure adherence to secure hosting facility at a Data Centre for the server to run on SSH and other secured environment.

E. IMPLEMENTATION SCHEDULE

Implementation Schedule Table

The below schedule applies to the COTS software module delivery, configuration, acceptance, warranty and AMC.

Line Item No.	Subsystem / Item	Initiation	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)
1	Supply licenses for COTS Software including Installation of the COTS Software and Pre-commissioning Tests	W1	W1	W3
2	Provide Training to Core Group (OWD & Consultant) for configuration and Calibration of its in-built planning tools including providing System/Reference Manuals	W2		W5
5	Provide support related to software configuration, integration	W11		W26
6	Provide support for COTS software Operational Acceptance Testing	W22	W24	W26
7	Provide Support (During Warranty Period)	W24		W76
8	Annual Maintenance Contract (AMC)	W77		W337

F. REQUIRED FORMAT OF TECHNICAL BIDS

5.1 Description of Information Technologies, Materials, Other Goods, and Services

5.1.0 The Bidder must provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive.

5.1.1 To assist in the bid evaluation, the detailed descriptions should be organized and cross referenced in the same manner as the Bidder's item-by-item commentary on the Technical Requirements described in Section 5.2 below. All information provided by cross reference must, at a minimum, include clear titles and page numbers.

5.2 Item-by-Item Commentary on the Technical Requirements

5.2.0 The Bidder must provide an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements

5.2.1 In demonstrating the responsiveness of its bid, the Bidder is strongly urged to use the Technical Responsiveness Checklist provided in Section G of the Technical Requirements. Failure to do so, increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross references to the relevant pages in the Bidder's Technical Bid.

5.3 Preliminary Project Plan

5.3.0 The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

5.4 Confirmation of Responsibility for Integration and Interoperability of Information Technologies

5.4.0 The Bidder must submit a written confirmation that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Bidding Document.

G. TECHNICAL RESPONSIVENESS CHECKLIST

Technical Responsiveness Checklist

Note to Bidders: The Checklist is provided to help the Bidder organize and consistently present its Technical Bid.   For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement in the format below.   In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid.   The cross reference should identify the relevant document(s), page number(s), and paragraph(s).   The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents).   If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid.   One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Tech. Require. No. 1	**Location Referencing -** Ability to accommodate multiple referencing methods (e.g. from the start of the section, kilometre point, LRP+offset etc.)	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 2	**GIS**	***Mandatory / Optional***
	1. Integration of external GIS (being developed separately using ESRI technology) with road database in COTS software	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 3	**Network editing and auditing capability and managing old data**	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 4	**Road Information System**	*Mandatory /Optional*
	1. General features (import/export/view/sorting/reporting/query of data)	*Mandatory*
	2. Support different data types (points, section)	*Mandatory*
	3. Ability to manage old data	*Mandatory*
	4. Ability to archive data and restore	*Mandatory*
	5. Support to field data collection devices	*Mandatory*
	6. Ability to generate strip maps, linear charts of homogeneous sections showing attributes	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 5	**Pavement Management System**	*Mandatory /Optional*
	1. General features (import/export/view/sorting/reporting/query of data)	*Mandatory*
	2. Ability to interface to prioritisation tools like HDM-4 or equivalent	*Mandatory*
	3. Data aggregation/ transformation (rule based)	*Mandatory*
	4. Manual refinements of homogeneous sections	*Mandatory*
	5. Assigning default/ global/ constant values to fields	*Mandatory*
	6. Ability to interface with HDM-4. (compilation and exporting data to HDM-4 latest version and format for data analysis)	*Mandatory*
	7. Ability to interface with HDM-4 outputs (import HDM-4 outputs and display results in table/ graphical formats)	*Mandatory*
	8. Own planning analysis engine (pavement deterioration modelling, prediction, optimization, scenario under different budgets for multi-year programme)	*Mandatory*
	9. Ability to incorporate alternative methodology to perform similar functions of PMS	*Mandatory*
	10. Ability to handle committed projects	*Mandatory*
	11. Ability to select multiple network, sub-network for analysis based on attributes	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 6	**Bridge Information System**	*Mandatory / Optional*
	1. General features (import/export/view/sorting/reporting/query of data)	*Mandatory*
	2. GIS integration	*Mandatory*
	3. Ability to store multiple photographs and GPS information	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 7	**General Features**	*Mandatory / Optional*
	1. Data input requirements (ability to accommodate strategic to project level data requirement)	*Mandatory*
	2. Validation mechanism and data entry (bulk data import/ export)	*Mandatory*
	3. Reporting and query capability and ability for custom building reports	*Mandatory*
	4. Extent of customization required (indicate the time required for COTS software to conform to the O-RAMS requirements)	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 8	**Application, Database and Technology**	*Mandatory / Optional*
	1. Historical data management and storage (including issues for resolving location reference changes)	*Mandatory*
	2. System architecture (Web-based for each of the versions including ability to switch to offline mode) [also specify supported modes eg. Desktop, Client-Server etc.]	*Mandatory*
	3. Database technology used and ability to integrate other internal and external applications/ database (specify supported databases)	*Mandatory*
	4. User access & security (role and jurisdiction based access)	*Mandatory*
	5. Experience of installation	
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

H. ATTACHMENTS

This bid document has no attachments.

4. Drawings

These Bidding Documents includes no drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

Refer Section VI. Schedule of Requirements, – D. Testing and Quality Assurance Requirements

PART 3 - Contract

Section VII. General Conditions of Contract

Table of Clauses

Section VII. General Conditions of Contract

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

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

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

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

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

(e) "Day" means calendar day.

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

(g) "GCC" means the General Conditions of Contract.

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

(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

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

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

Contract Documents	2.1	Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
Fraud and Corruption	3.1	If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

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

        (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[6];

        (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an

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[6] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

obligation[7];

    (iii)   "collusive practice" is an arrangement between two or more parties[8] designed to achieve an improper purpose, including to influence improperly the actions of another party;

    (iv)   "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[9];

    (v)   "obstructive practice" is

        (aa)   deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

        (bb)   acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

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

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

4.2   Incoterms

    (a)   Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and

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[7] "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[8] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[9] "Party" refers to a participant in the procurement process or contract execution.

obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

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

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

4.6 Severability

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

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

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

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

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

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

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

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

Governing Law   9.1   The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC.**

Settlement of Disputes

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

10.2   If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3   Notwithstanding any reference to arbitration herein,

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

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

Inspections and Audit by the Bank

11.1   The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Scope of Supply

12.1   The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

Delivery and Documents	13.1	Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**
Supplier's Responsibilities	14.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
Contract Price	15.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**
Terms of Payment	16.1	The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
	16.4	The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
	16.5	In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
Taxes and Duties	17.1	For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
	17.2	For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties,

license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

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

Performance Security

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

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

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

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

Copyright

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

Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the

Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

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

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

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

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

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

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

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

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

Specifications and Standards

22.1 Technical Specifications and Drawings

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

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

    (c)   Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

Packing and Documents

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

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

Insurance

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

Transportation 25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

Inspections and Tests 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

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

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

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

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

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

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the

specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

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

Liquidated Damages

27.1   Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

Warranty

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

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

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

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

Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

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

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

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

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

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

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

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

29.3 If the Supplier fails to notify the Purchaser within twenty-eight

(28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

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

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

Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased

or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

Force Majeure

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

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

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

Change Orders and Contract Amendments

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and

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

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion

Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

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

33.4   Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time   34.1   If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

Termination   35.1   Termination for Default

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

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

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

        (iii)   if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

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

35.2   Termination for Insolvency.

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

35.3   Termination for Convenience.

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

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

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

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

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

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

Section VIII. Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: *India*
GCC 1.1(j)	The Purchaser is: **Chief Engineer, World Bank Projects, Odisha** on behalf of Government of Odisha
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: Office of the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Keshari Nagar, Unit – V, **Bhubaneswar,** *Odisha, INDIA – 751 001*
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be*"Incoterms 2000"*
GCC 5.1	The language shall be: **English**
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Chief Engineer, World Bank Projects, Odisha** Address: O/o E.I.C. (Civil), Odisha Nirman Soudha, Keshari Nagar, Unit – V, City: *Bhubaneswar* ZIP Code: 751001 Country: INDIA Telephone: +91 674 239 6783 Facsimile number: +91 674 239 0080 Electronic mail address*:* pmuosrp@gmail.com
GCC 9.1	The governing law shall be the law of*:* The State of Odisha in India
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: *(a)* **Contract with foreign Supplier:** GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance

with the UNCITRAL Arbitration Rules as at present in force.

The arbitral tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and Supplier. The third arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed the Indian Council of Arbitration.

Arbitration proceedings shall be held at Bhubaneswar, Odisha, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

(b)   Contracts with Supplier national of the Purchaser's country:

(a)   In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.

(b)   If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the "The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the "The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

(c)   Arbitration proceedings shall be held at Bhubaneswar, Odisha, India, and the language of the arbitration

	proceedings and that of all documents and communications between the parties shall be English. (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the "The International Centre for Alternative Dispute Resolution (India)".
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are (a) For Goods supplied from abroad: Within 24 Hours of shipment the supplier shall notify the purchaser and mail the following documents to the purchaser: (i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount (ii) Copy of Airway /Seaway Bill marked freight prepaid (iii) Three Copies of packing list identifying contents of each package (iv) Insurance certificate along with a copy of "information of shipment" sent to the Insurance agency. (v) Manufacturer's/Supplier's warranty certificate (vi) Manufacturer's Test report (vii) Certificate of origin The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

	(b) For Goods from within India: Upon delivery of the goods to the consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser: (i) One original and two copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount (ii) Delivery note and acknowledgement of receipt of goods duly sealed and signed by the Consignee (iii) Three copies of packing list identifying contents of each package (iv) Insurance Certificate along with a copy of "information of shipment" sent to the Insurance agency. (v) Manufacturer's/Supplier's warranty certificate (vi) Inspection Certificate issued by the nominated inspection agency (vii) Certificate of Origin. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *shall not* be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in the currency specified in the Contract. **Payment for Goods & Services:** Payment shall be made through SWIFT / NEFT transfer (as quoted in Price schedule) in the following manner: **A. Software Supply, Testing and Installation** (i) **On Delivery:** Forty (40) percent of the Contract Price for Goods (as mentioned for COTS, RDBMS etc in the price schedule) shall be paid after supply of software licenses, successful installation and pre-commissioning test by the Purchaser within thirty (30) days.

(ii) **On Acceptance:** Remaining Fifty (50) percent of the Contract Price for Goods (as mentioned for COTS, RDBMS etc in the price schedule) shall be paid to the Supplier within thirty (30) days upon submission of claim after successful configuration with operational acceptance test and upon issuance of acceptance certificate by the Purchaser.

(iii) **On Completion of Warranty Period:** Ten (10) percent of the Contract Price for Goods (as mentioned for COTS, RDBMS etc in the price schedule) shall be paid after successful completion of 12 months of warranty period after acceptance by the Purchaser within thirty (30) days.

Note: Refer Section VI. Schedule of Requirements, D. Testing and Quality Assurance Requirements.

B. Training, Assistance for configuration, Acceptance tests and support during warranty period

(i) **On completion of Training:** Twenty-five (25) percent of the Contract Price as mentioned in Price and Completion Schedule – Related Services at item 1 shall be paid after imparting training to the core group for configuration and calibration of its in-built planning tools including providing System / Reference Manuals within thirty (30) days

(ii) **On completion of Acceptance Tests:** Fifty (50) percent of the Contract Price as mentioned in Price and Completion Schedule – Related Services at item 1 shall be paid after providing assistance for configuration and on successful acceptance tests within thirty (30) days.

(iii) **On completion of support period during warranty:** Twenty-five (25) percent of the Contract Price as mentioned in Price and Completion Schedule – Related Services at item 1 shall be paid after expiry of support period during warranty within thirty (30) days.

C. Annual Maintenance Contract (AMC)

(i) **On completion of AMC for each Quarter:** Five (5) percent of the Contract Price as mentioned for Price and Completion Schedule – Related Services at Item 2 shall be paid after each quarter of successful completion of the Annual Maintenance, upon Purchaser's approval.

GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be **45 (Forty Five)** days. The interest rate that shall be applied is: - For foreign currency: LIBOR+2% per annum - For Local Currency: **8 *% per annum***
GCC 18.1	A Performance Security shall be required A Performance Security shall be required within 28 days after the Supplier's receipt of Notification of Award, the supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value. The initial validity of the Bank Guarantee(s) shall cover upto 60 days after the date of completion of performance obligations including warranty and five years of AMC period thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period and 5 years of AMC period.
GCC 18.3	If required, the Performance Security shall be in the form of: a **Bank Guarantee** from any Scheduled bank in INDIA. Foreign suppliers can submit a **Bank Guarantee** issued by a reputable bank or financial institution, such as an insurance, or bonding or surety company located outside INDIA. However, such financial institution shall have a correspondent financial institution located in INDIA to make it enforceable. If required, the Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
GCC 18.4	Discharge of the Performance Security shall take place " The performance Security will be discharged partially by the purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation of 1 year under the contract. During the AMC period (i.e. after warranty period), the Performance Security shall be reduced to 2.5 percent of the Contract price.

GCC 19.1	The copyright of all Intellectual Property (IP), and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party license, the copyright in such materials shall remain vested in such third party.
	The software supplier shall provide an End-user license agreement (EULA) with reference to the Section VI. Schedule of Requirements to define the rights of usage of the software.
	Intellectual Property Rights Warranty :
	19.1 The Supplier hereby represents and warrants that:
	(a) the System as supplied, installed, tested, and accepted;
	(b) use of the System in accordance with the Contract; and
	(c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract
	do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

Intellectual Property Rights Indemnity :

19.2 The Supplier shall indemnify and hold harmless the Purchaser and its
      employees and officers from and against any and all losses,
      liabilities, and costs (including losses, liabilities, and costs incurred
      in defending a claim alleging such a liability), that the Purchaser or
      its employees or officers may suffer as a result of any infringement
      or alleged infringement of any Intellectual Property Rights by reason
      of:

      (a)   installation of the System by the Supplier or the use of the
             System, including the Materials, in the country where the site is
             located;

(b)   copying of the Software and Materials provided the Supplier in

accordance with the Agreement; and

(c) sale of the products produced by the System in any country, except to
the extent that such losses, liabilities, and costs arise as a result of the
Purchaser's breach of GCC Clause 19.3.

19.3 Such indemnity shall not cover any use of the System, including the
      Materials, other than for the purpose indicated by or to be reasonably
      inferred from the Contract, any infringement resulting from the use
      of the System, or any products of the System produced thereby in
      association or combination with any other goods or services not
      supplied by the Supplier, where the infringement arises because of
      such association or combination and not because of use of the
      System in its own right.

19.4 Such indemnities shall also not apply if any claim of infringement:

      (a)   is asserted by a parent, subsidiary, or affiliate of the
             Purchaser's organization;

      (b)   is a direct result of a design mandated by the Purchaser's
             Technical Requirements and the possibility of such
             infringement was duly noted in the Supplier's Bid; or

(c)   results from the alteration of the System, including the Materials,

by the Purchaser or any persons other than the Supplier or a person
authorized by the Supplier.

19.5 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 19.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

19.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 19.9.

19.7 Such indemnity shall not cover

(a)   any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b)   any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

	19.8 Such indemnities shall also not apply:
	(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
	(b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.
	19.9 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 19.6, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **Commercial Off-the-Shelf (COTS) Software for Odisha Road Asset Management System (O-RAMS)** i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number vi) OSRP SUPPLIES-NOT FOR SALE vii) Purchaser address : Chief Engineer, World Bank Projects, Odisha Nirman Soudha, Keshari Nagar, Unit-V Bhubaneswar – 751 001 India

GCC 24.1	The insurance shall be paid in an amount equal to 110 percent of the CIP (EXW for Goods supplied from within the country) value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price; Custom clearances (as required) shall be responsibility of the Supplier.
GCC 26.1	The inspections and tests shall be: As per the requirements specified in the Schedule of Requirements
GCC 26.2	The Inspections and tests shall be conducted at: Bhubaneswar, India
GCC 27.1	The liquidated damage shall be: 0.5 % of contract price per week or part thereof.
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the contract price.

GCC 28.2	During the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than six (6) months after they are released in the country of origin of the Software. As support during the warranty period, the COTS software supplier shall provide the purchaser the following :
	a) Communicate with the supplier's contact person to assist user to resolve technical problems as identified by the user by appropriate media such as telephone, email, fax etc. The supplier will provide access numbers, e-mail IDs.
	b) Correct (provide patches / fixes) or replace the COTS software and /or provide service necessary to remedy any programming fault which significantly affects the use of COTS software and is a verifiable problem. The defect is to be rectified by the supplier within 30 days of the problem being reported by the purchaser and accepted by the supplier.
	c) During the period of the warranty, the purchaser is entitled to return the software for a full refund if the software fails to perform according to specifications, and the supplier is unable to release a maintenance update to rectify it within a maximum of six (6) months.
	d) The supplier will provide a single copy of any corrections or alterations to or new version of COTS software on the appropriate media and a single copy of the appropriate documentation.
	e) Minor update and releases by electronic software distribution.
	f) Major releases and Manual update by courier service.
GCC 28.3	The period of validity of the Warranty shall be: **1 Year** from successful operational test and issuance of Acceptance Certificate from Purchaser. For purposes of the Warranty, the place(s) of final destination(s) shall be: Bhubaneswar, India
GCC 28.5	The period for repair or replacement shall be: **15** days.

GCC 38.0	Add New Clause GCC 38.0
	Product Upgrades
	38.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
	Add New Clause as:
	38.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country.
	38.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than six (6) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in its bid.

	38.4 During the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than six (6) months after they are released in the country of origin of the Software. As support COTS software shall provide the purchaser the following a) Correct or replace the COTS software and /or provide service necessary to remedy any programming fault which significantly affects the use of COTS software and is a verifiable problem. b) Communicate with the Purchaser contact person to assist user resolve technical problems as identified by the user by appropriate media such as telephone, email, fax etc. c) A single copy of any corrections or alterations to or new version of COTS software on the appropriate media and a single copy of the appropriate documentation. d) Minor update and releases by electronic software distribution. e) Major releases and Manual update by courier service.
	38.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

Section IX. Contract Forms

Table of Forms

1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1)   *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2)   *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.   In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.   The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a)   This Contract Agreement

(b)   Special Conditions of Contract

(c)   General Conditions of Contract

(d)   Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e)   The Supplier's Bid and original Price Schedules

(f)   The Purchaser's Notification of Award

(g)   *[Add here any other document(s)]*

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

4.   In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

2. Performance Security

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title*: [insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.:   *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s*[10]*) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]*,[11] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

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[10]   *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[11]   *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

3. Bank Guarantee for Advance Payment

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank],* have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[12] in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date[13]].*

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

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[signature(s) of authorized representative(s) of the bank

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[12]   *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[13]   *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*