



भाकृअनुप-राष्ट्रीय शूकर अनुसंधान केंद्र
ICAR- NATIONAL RESEARCH CENTRE ON PIG
भारतीय कृषि अनुसंधान परिषद
INDIAN COUNCIL OF AGRICULTURAL RESEARCH
RANI, GUWAHATI-781131(ASSAM)
Phone/Fax-0361-2847195/2847946



File No . 230/NRCP/ 2017-18/ Equip/DBT

Date: 16.11.2018

e-TENDER BIDDING DOCUMENT

Critical Date Sheet

Tender No.	File No . 230/NRCP/ 2017-18/ Equip/DBT
Name of Item	Gradient Thermocycler
Date of release of Tender through e-procurement	16.11.2018, 3.00 P.M
Bid Submission start date & time	16.11.2018, 3.30 P.M
Last date & time for submission of bid	03.12.2018, 1.00 P.M
Date & time for opening of technical bid	04.12.2018 at 1.00 P.M
Address for Communication	Director, ICAR-National Research Centre on Pig,Rani,Guwahati-781131.

INDEX

Section No.	Name of Section	Page No.
Section I	Notice for inviting tender (NIT)	4-5
Section II	General Instructions to Bidders (GITB)	6-27
Section III	General Conditions of Contract (GCC)	28-44
Section IV	List of Requirements	45-47
Section V	Technical Specifications	48
Section VI	Quality Control Requirements	49
Section VII	Price Schedule	50
Section VIII	Questionnaire	51-53
Section IX	Bank Guarantee Form for Bid Security (i.e. EMD)	54-55
Section X	Manufacturer's Authorization Form	56
Section XI	Bank Guarantee Form for Performance Security	57
Annexure I	Bank Details of the Firm	58
Annexure II	Undertaking	59
Annexure III	Tender Acceptance Letter	60
Annexure IV	Instructions for Online Bid Submission	61-63

SECTION - I

NOTICE FOR INVITING TENDER (NIT)



भाकृअनुप-राष्ट्रीय शूकर अनुसंधान केंद्र
ICAR- NATIONAL RESEARCH CENTRE ON PIG
भारतीय कृषि अनुसंधान परिषद
INDIAN COUNCIL OF AGRICULTURAL RESEARCH
RANI, GUWAHATI-781131(ASSAM)
Phone/Fax-0361-2847195/2847946



File No . 230/NRCP/ 2017-18/ Equip/DBT

Date: 16.11.2018

NOTICE FOR INVITING TENDER THROUGH E-PROCUREMENT

Online Bids are invited from interested firms under two bid system for procurement of 'Gradient Thermocycler' at ICAR-NRC on Pig, Rani,Guwahati.

The **CRITICAL DATE SHEET** of the e-tender is given below:

CRITICAL DATE SHEET

Tender No.	File No . 230/NRCP/ 2017-18/ Equip/DBT
Name of Item	Gradient Thermocycler
Date of release of Tender through e-procurement	16.11.2018, 3.00 P.M
Bid Submission start date & time	16.11.2018, 3.30 P.M
Last date & time for submission of bid	03.12.2018, 1.00 P.M
Date & time for opening of technical bid	04.12.2018 at 1.00 P.M
Address for Communication	Director, ICAR-National Research Centre on Pig,Rani,Guwahati-781131.

1. The Tender form/bidding documents may be downloaded from the Institute website www.nrcp.in and <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through **Central Public Procurement Portal** (<https://eprocure.gov.in/eprocure/app>) is mandatory.
2. **Tenderers/Bidders after submission of their bids online through CPP Portal must submit Hard Copies of all the submitted documents (uploaded documents in the portal) except Financial Bid (BOQ) alongwith Tender Fees and EMD which should reach at ICAR-NRC on Pig, Rani, Guwahati on or before 1.00 P.M, 04.12.2018 failing which their tenders/bids will be rejected and their participation in the tender will not be accepted/admitted.**
3. Tenderers/bidders are requested to visit the above website regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
4. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
5. The interested bidders are required to compulsorily deposit the Tender Fees and Earnest Money Deposit (EMD) **(if not exempted from payment)** of the amount mentioned against the item in any of the following ways:
6. Demand Draft/FDR-TDR/BG from any of the Commercial bank in favour of **DIRECTOR – ICAR-NRC ON Pig,Rani,Guwahati payable at SBI, Khanapara Branch, (Code – 09945)**. The Demand Draft/FDR-TDR/BG may be sent by speed post/Regd. Post or submit in person to the Admin. Officer, ICAR-NRC on

Pig,Rani,Guwahati-781131 on or before the bid opening date & time as mentioned in the Critical Date Sheet.

- 7. The payment of the Tender Fee , EMD and Hard Copies of all the uploaded documents except BOQ by any of the above modes has to be invariably submitted to ICAR-NRC on Pig, Guwahati on or before the bid opening date & time as mentioned in the Critical Date Sheet.**
8. Bidders need not come at the time of Technical as well as Financial Bid opening at ICAR-NRC on Pig,Rani,Guwahati. They can view live bid opening after logging in on CPPP e-procurement portal at their remote end. If bidder wants to join bid opening at ICAR-NRCP then they have to come with bid acknowledgment slip that is generated after successfully submission of online bid.

Sd/-
Administrative Officer I/C

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GITB)

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GITB)

CONTENTS

A.	PREAMBLE	
1.	Definitions and Abbreviations	11-12
2.	Introduction	13
3.	Availability of Funds	13
4.	Language of Bid	13
5.	Eligible Bidders	13
6.	Eligible Goods and Services	14
7.	Bidding Expense	14
B.	BIDDING DOCUMENTS	
8.	Contents of Bidding Documents	14
9.	Amendments to Bidding Documents	1415
10.	Clarification of Bidding Documents	15

C. PREPARATION OF BIDS		
11.	Documents Comprising the Bid	15
12.	Bid Currencies	16
13.	Bid Prices	16-18
14.	Indian Agent	19
15.	Firm Price / Variable Price	19
16.	Alternative Bids	19
17.	Documents Establishing Bidder's Eligibility and Qualifications	19-20
18.	Documents Establishing Goods' Conformity to Bidding Document	21
19.	Bid Security (i.e. EMD)	21
20.	Bid Validity	22
21.	Signing and Sealing of Bid	22
D. SUBMISSION OF BIDS		

22.	Submission of Bids	23
23.	Late Bid	23
24.	Alteration and Withdrawal of Bid	23
E.	BID OPENING	
25.	Opening of Bids	23
F.	SCRUTINY AND EVALUATION OF BIDS	
26.	Basic Principle	24
27.	Preliminary Scrutiny of Bids	24
28.	Minor Informality/Irregularity/Non-Conformity	24-25
29.	Discrepancy in Prices	25
30.	Discrepancy between original and copies of Bid (deleted)	25
31.	Qualification Criteria	25
32.	Conversion of Bid Currencies to Indian Rupees	25
33.	Schedule-wise Evaluation	25
34.	Comparison on CIP Destination Basis	26
35.	Additional Factors and Parameters for Evaluation and Ranking of Responsive Bids	26
36.	Bidder's capability to perform the contract	26
37.	Contacting the Purchaser	26
G.	AWARD OF CONTRACT	
38.	Purchaser's Right to Accept any Bid and to Reject any or All Bids	27
39.	Award Criteria	27

40.	Variation of Quantities at the Time of Award	27
41.	Notification of Award	27
42.	Issue of Contract	27
43.	Non-receipt of Performance Security and Contract by the Purchaser	27
44.	Return of BID SECURITY (i.e. EMD)	27
45.	Publication of Bid Result	27

GENERAL INSTRUCTIONS TO BIDDERS (GITB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means the organization purchasing goods and services *as incorporated in the documents.*
- (ii) "Bid" means quotation / tender / bid *as received from a firm / supplier.*
- (iii) "Supplier" means the individual or the firm supplying the goods and services.
- (iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. *which the supplier is required to supply to the purchaser under the contract.*
- (v) "Services" means services allied and incidental to the supply of goods, *such as transportation, installation, commissioning, provision of technical assistance, training, after-sales service, maintenance service and other such obligations of the supplier covered under the contract.*
- (vi) "Bid Security" (i.e. Earnest Money Deposit) means monetary guarantee to be furnished by a Bidder along with its Bid.
- (vii) "Contract" means the written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person *as provided in the Contract*, then that "another" person is the consignee, also known as ultimate consignee.
- (x) "Specification" means the document/standard that prescribes the requirement *with which product or service has to conform.*
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

- (xii) "Day" means calendar day.
- (i) "Bid Document" means Bidding Document (i.e. Tender Enquiry Document).
- (ii) "NIT" means Notice for Inviting Tender.
- (iii) "BOQ" means Bill of Quantity.
- (iv) "GITB" means General Instructions to Bidders.
- (v) "SITB" means Special Instructions to Bidders.
- (vi) "GCC" means General Conditions of Contract.
- (vii) "SCC" means Special Conditions of Contract.
- (viii) "DGS&D" means Directorate General of Supplies and Disposals.
- (ix) "NSIC" means National Small Industries Corporation.
- (x) "PSU" means Public Sector Undertaking.
- (xi) "CPSU" means Central Public Sector Undertaking.
- (xii) "LSI" means Large Scale Industry.
- (xiii) "SSI" means Small Scale Industry.
- (xiv) "LC" means Letter of Credit.
- (xv) "DP" means Delivery Period.
- (xvi) "BG" means Bank Guarantee.
- (xvii) "ED" means Excise Duty.
- (xviii) "CD" means Custom Duty.
- (xix) "WDO" means Women's Development Organization.
- (xx) "ACASH" means Association of Corporations and APEX Societies of Handlooms.
- (xxi) "KVIC" means Khadi Village Industries Commission.
- (xxii) "RR" means Railway Receipt.
- (xxiii) "BL" means Bill of Lading.
- (xxiv) "FOB" means Free on Board.
- (xxv) "FAS" means Free Alongside Ship.
- (xxvi) "FOR" means Free On Rail.
- (xxvii) "CIF" means Cost, Insurance and Freight.
- (xxviii) "CIP" means Carriage and Insurance Paid.
- (xxix) "INCOTERMS" means International Commercial Terms.

2. Introduction

- 2.1 The Purchaser has issued these Bidding documents for purchase of goods and related services as mentioned in Section –IV - “List of Requirements”, which also indicates, *interalia*, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 2.2 This section (Section II - “General Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.
- 2.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bid documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bid documents may result in rejection of its Bid.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser.

4. Language of Bid

- 4.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language *provided the same is accompanied by an English translation* and, for purposes of interpretation of the Bid, the English translation shall prevail.
- 4.2 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, may also be written in the Hindi language, *provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the Bid etc, the English translations shall prevail.*

● Eligible Bidders

- 5.1 This invitation for Bids is opened to all suppliers who fulfill the eligibility criteria specified in these documents.

- **Eligible Goods and Services**

6.1 All goods and related services to be supplied under the contract shall have their origin in India or other countries. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

- **Bidding Expense**

7.1 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Bid including preparation, mailing and submission of its Bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Bidding process.

B. BIDDING DOCUMENTS

- **Content of Bidding Documents**

8.1 In addition to Section I – “Notice for Invitation Tender (NIT), the Bidding documents include:

- Section II - General Instructions to Bidders (GITB)
- Section III - General Conditions of Contract (GCC)
- Section IV - List of Requirements
- Section V - Technical Specifications
- Section VI - Quality Control Requirements
- Section VII - Price Schedule (BOQ)
- Section VIII - Questionnaire
- Section IX - Bank Guarantee Form for BID SECURITY
- Section X - Manufacturer’s Authorization Form
- Section XI - Bank Guarantee Form for Performance Security

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for Bidding, Bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

9. Amendments to Bidding Documents

9.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, modify the Bidding documents by issuing suitable amendment(s)/Corrigendum to it.

9.2 Such an amendment/Corrigendum in purchaser’s Website and CPP Portal only. The prospective bidders are requested to visit the above site regularly.

9.3 In order to provide reasonable time to the prospective Bidders to take necessary action in preparing their Bids as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of Bids and other allied time frames, which are linked with that deadline.

10. Clarification of Bidding Documents

10.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding documents may take up the same with the purchaser in writing or by fax / e-mail/telex. The purchaser will respond in writing to such

request provided the same is received by the purchaser not later than twenty one days (unless otherwise specified in the Critical date sheet given in NIT) prior to the prescribed date of submission of Bid.

11. PREPARATION OF BIDS

11.1 Document Comprising the Bid (The firms are required to upload scanned copies of the following documents):-

1. Technical Bid: (Hard Copy of All the uploaded Documents as listed below should be submitted physically on or before closing date and time of the Tender failing which the tender will be cancelled)

Copy of Tender Fees and Copy of EMD/NSIC CERTIFICATE IF EXEMPTED FROM EMD

Copy of GST Registration Certificate

Copy of PAN/TAN Card

Copy of Firm Registration Certificate.

Detailed Technical Specification of the Item

Product Catalogue AND Broucher

Copy of Duly filled Section VIII (Questionnaire Part A and Part B) as per Tender Document

Copy of Duly filled Section X (Manufacturers Authorization Form) as per Tender Document

Duly filled Annexure-I, Annexure-II, Annexure-III as per Tender Document

2 Financial Bid:-

Price Bid as BoQ .xls shall be uploaded in the CPP portal in the prescribed format only.
(Hard Copy of BOQ need not to be submitted Separately)

12. **Bid currencies**

- 12.1 Unless otherwise specified, the Bidder shall quote only in Indian rupees.
- 12.2 Where the Bid condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees, if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
- 12.3 Bids, where prices are quoted in any other way shall be treated as un-responsive and rejected.

13. **Bid Prices**

- 13.1 The Bidder shall quote in the financial bid provided in the excel sheet (BOQ) all the specified components of prices shown therein of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the Bidder has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the Bidder shall quote for the complete requirement of goods and services as specified in that particular schedule, *failing which the Bid for that schedule shall be treated as unresponsive and ignored.*
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price/Financial Bid (BOQ).
- 13.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:-
- 13.4.1 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:-
- a) the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, *as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.*
 - b) any sales or other taxes and any duties including excise duty, *which will be payable on the goods in India, if the contract is awarded.*
 - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination *as specified in the List of Requirements*

and

d) the price of incidental services, as and if mentioned in List of Requirements.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:-

- a) the price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIP specified place of destination in India as indicated in the List of Requirements.
- b) wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) the charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements.

and

d) the charges for incidental services, as and if mentioned in the List of Requirements. 13.5 Additional information and instruction on Duties and Taxes:-

13.5.1 If the Bidder desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:-

- a) *Vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE), the goods to be supplied to Indian Council of Agricultural Research (ICAR) and its constituent Institutes against ICAR contracts (including contracts executed by ICAR Institutes) for any Research-related purposes are fully exempted from levy of any Excise Duty, consequential sales tax / VAT, etc., provided *the prices are quoted ex-works by the Supplier.**

Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any Excise duty or consequential sales tax and, accordingly, obtain the necessary Excise Duty Exemption Certificate from the purchaser.

- b) For supplying the Goods to the purchaser for purposes not related to any Research, if the reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of Bids.
- c) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that Bid.
- d) Subject to sub clauses 13.5.2 (b) & (c) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision

in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:-

If a Bidder asks for sales tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax, *if payable*, will be paid as per the rate at which it is liable to be assessed or has actually been assessed, *provided the transaction of sale is legally liable to sales tax and is payable as per the terms of the contract*.

13.5.4 Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser take necessary action in the matter.

13.5.5 Customs Duty:

In respect of imported stores offered from abroad, the Bidder shall specify the rate as well as the total amount of customs duty payable. The Bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

It must be always kept in view that *vide Notification No. 51/96-Customs dated 23.7.1996 (as amended on date)*, the imported goods to be supplied to Indian Council of Agricultural Research (ICAR) and its constituent Institutes against ICAR contracts (including contracts executed by ICAR Institutes) for any Research-related purposes are substantially exempted from levy of any Custom duty, and, subsequently fully exempted from any consequential excise duty / sales tax / VAT, etc..

Keeping this in view, the supplier shall ensure that the imported stores to be supplied by the supplier against the contract placed by the purchaser are exempted to the admissible extent from levy of any Custom duty or consequential excise duty or sales tax and, accordingly, obtain the necessary Custom Duty Exemption Certificate from the purchaser.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this Bidding document, the terms FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

13.9 The need for indication of all such price components by the Bidders, as required in this clause (viz., GITB clause 12) is for the purpose of comparison of the Bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

14. Indian Agent

14.1 If a foreign Bidder has engaged an agent in India in connection with its Bid, the foreign Bidder, *in addition to indicating (i.e. disclosing) the Indian agent's commission, if any, in a manner described under GITB sub clause 12.2 above*, shall also furnish the following information:-

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.

15. Firm Price / Variable Price

15.1 Unless otherwise specified in the SITB, prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. If a Bidder, against the requirement for fixed price Bid, submits the Bid with variable/ adjustable price, that Bid will be treated as un-responsive and rejected.

15.2 In case the Bidding documents require offers on variable price basis, the price quoted by the Bidders will be subject to adjustment during the currency of the contract to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SITB. If a Bidder submits firm price quotation against the requirement of variable price quotation, that Bid will be prima-facie acceptable and considered further, taking price variation asked for by the Bidder as zero.

15.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GITB clause 13 will apply for both firm price Bid and variable price Bid.

16. Alternative Bids

16.1 Unless otherwise specified in the Schedule of Requirements, alternative Bids shall not be considered.

17. Documents Establishing Bidder's Eligibility and Qualifications

17.1 Pursuant to GITB clause 11, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract, *if its Bid is accepted*.

17.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:-

- a) in case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in this document.
 - b) the Bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria.
 - c) in case the Bidder is not doing business in India, it is/will be duly represented by an agent stationed in India *fully equipped and able to carry out the required contractual functions and duties of the supplier* including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 - c) in case the Bidder is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
- 17.3 Original manufacturer or their authorized dealers are eligible to quote. For imported items, either the Indian office of the manufacturer or the Indian agent of the manufacturer is eligible. Bidding restrictions for principal/OEM and agent as per CVC circular No. 03/01/12 dt. 13.01.2012 would apply. Level of experience in the relevant field and item, past performance and service, technical capability, special terms effecting performance, software genuinely, efforts to minimize down time of equipment, service provided to sister institutes, performance of the quoted equipment at a sister institute or other central Govt. Institute would be considered while deciding eligibility of a bid.
- 17.4 As per the provisions contained in the CVC circular no. 03/01/12 dt. 13.01.2012 the bidder should be either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal /OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 17.5 Similarly bids from the Indian agent and sub-agent of the Indian agent for the same item in the same tender or by the Indian agent for one Principal/OEM and the sub-agent of the same Indian agent for another Principal/OEM for the same item/product will not be accepted.
- 17.6 As per the provisions contained in CVC Office memorandum no. 12-02-1-CTE-6 dt.17.12.2002 experience and past performance on similar contracts for last 2 year, capabilities with respect to personnel, equipment and manufacturing facilities, financial standing through latest I.T.C.C., Annual report (Balance sheet and Profit & Loss Account) of last 3 years, the quantity, delivery and value requirement shall be kept in view, while deciding eligibility.
- 17.7 Bids from companies/agents against whom there are past records of bad performance/service to the institute will not be accepted unless there is enough evidence that the company/agent subsequently improved its performance.

18. Documents establishing Good's Conformity to Bidding Document

- 18.1 The Bidder shall provide in its Bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the Bid fully conform to the goods and services specified by the purchaser in the Bidding documents. For this purpose, the Bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bid documents to establish technical responsiveness of the goods and services offered in its Bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its Bid.
- 18.3 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Bid Security (i.e. Earnest Money Deposit)

- 19.1 Pursuant to GITB 11, the Bidder shall furnish along with its Bid, the Bid Security / earnest money for amount as shown in the List of Requirements. The Bid Security / earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The Bidders, who are currently registered and, also, will continue to remain registered during the Bid validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi are exempted from furnishing Bid Security / earnest money. In case the Bidder falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The Bid Security / earnest money shall be denominated in Indian Rupees.
- 19.4 The Bid Security / earnest money shall be furnished in one of the following forms:-
- i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) NEFT or RTGS and
 - iv) Bank Guarantee

The demand draft, fixed Deposit receipt or banker's cheque shall be drawn on any commercial bank in India, in favour of the authority specified in the SITB. In case of bank guarantee, the same is to be provided from any commercial bank in India as per the format specified under in these documents.

- 19.5 The Bid Security / earnest money shall be valid for a period of forty-five days beyond the validity period of the Bid.
- 19.6 Unsuccessful Bidders' Bid Securities / earnest monies will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's Bid Security / earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 19.7 Bid Security / Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid *in any respect* within the period of validity of its Bid. The successful Bidder's Bid Security / EMD will be forfeited, if it fails to furnish the required performance security within the specified period.

20. Bid Validity

- 20.1 If not mentioned otherwise in the SITB, the Bids shall remain valid for acceptance for a period of **180 days (One Hundred Eighty days)** after the date of Bid opening prescribed in the Bid document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the Bidders may be requested by the purchaser to extend the validity of their Bids upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the BID SECURITY accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its BID SECURITY.
- 20.3 In case the day upto which, the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the Bid validity shall automatically be extended upto the next working day.

21. Signing and sealing of bid (Not application for e-procurement)

- 21.1 The Bidders shall submit their Bids as per the instructions contained in GITB Clause 11.
- 21.2 Unless otherwise mentioned in the SITB, a Bidder shall submit two copies of its Bid marking them as "Original" and "Duplicate".
- 21.3 The original and other copies of the Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 21.4 All the copies of the Bid shall be duly signed at the appropriate places as indicated in the Bid documents and all other pages of the Bid including printed literature, if any shall be initialed by the same person(s) signing the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the Bid.
- 21.5 The Bidder is to seal the original and each copy of the Bid in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of the purchaser and the Bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before(the Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF BIDS

22. Submission of Bids

The bidders must upload their bids online as per the details instructions given at Annexure -IV.

The Bidders must ensure that they upload their Bids not later than the closing time and date specified for submission of Bids.

23. Late Bid

- 23.1 As e-procurement system is adopted, the bidders are requested to upload their bids before the prescribed last date as given in the critical date sheet of NIT. Hard Copy of all the uploaded documents should also reached within the prescribed dates.

24. Alteration and Withdrawal of Bid

- 24.1 The Bidder, after submitting its Bid, is permitted to alter / modify its Bid so long as such alterations / modifications are received duly signed, sealed and marked like the original Bid, within the deadline for submission of Bids. Alterations / modifications to Bids received after the prescribed deadline will not be considered.
- 24.2 No Bid should be withdrawn after the deadline for submission of Bid and before expiry of the Bid validity period. If a Bidder withdraws the Bid during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its Bid.

E. BID OPENING

25. Opening of Bids

- 25.1 The purchaser will open the Bids at the specified date and time indicated in the critical date sheet of NIT.

In case the specified date of Bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them the acknowledgement receipt of the bids uploaded.

The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses.

- 25.3 During the Bid opening, the Bid opening official(s) will read the salient features of the Bids like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the Bids, as deemed fit by the Bid opening official(s).

Only the technical bids shall be opened by the Bid Opening Officials and the bid Opening Committee shall prepared a summary indicating the numbers of bids received and upload in the CPP Portal for Technical Bid Evaluation of the Tender.

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding document, based on which Bids have been received and the terms, conditions etc. mentioned by the Bidders in their Bids. No new condition will be brought in while scrutinizing and evaluating the Bids.

27. Preliminary Scrutiny of Bids

27.1 The Bids will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding document. The Bids, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

27.2 The following are some of the important aspects, for which a Bid may be declared unresponsive and ignored;

- (i) Bid is unsigned.
- (ii) Bidder is not eligible.
- (iii) Bid validity is shorter than the required period.
- (iii) Required BID SECURITY has not been provided.
- (iv) Required warranty is shorter than as mentioned in SCC.
- (v) Bidder has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) Goods offered are sub-standard, not meeting the required specification etc.
- (viii) Bidder has quoted variable price against the requirement of firm price.
- (ix) Delivery period quoted by the Bidder is beyond the required period projected in the Bidding document.
- (x) Against a schedule in the List of Requirement (incorporated in the Bidding), the Bidder has not quoted for the entire requirement as specified in that schedule.
- (xi) Bidder has not agreed to essential condition(s) specially incorporated in the Bidding.

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a Bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidder by

registered/speed post etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid will be liable to be ignored.

29. Discrepancy in Prices

- 29.1 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amounts express in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a Bid, the same will be suitably conveyed to the Bidder by registered / speed post. If the Bidder does not agree to the observation of the purchaser, the Bid is liable to be ignored.

30. Discrepancy between original and copies of Bid (Not applicable for e-procurement)

- 30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same Bid set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the Bidder by register / speed post and, if the Bidder does not accept the purchaser's observation, that Bid will be liable to be ignored.

31. Qualification Criteria

- 31.1 Bids of the Bidders, who do not meet the required qualification criteria prescribed, will be treated as unresponsive and will not be considered further.

32. Conversion of Bid currencies to Indian Rupees

- 32.1 In case the Bidding document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation.

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive Bids will be evaluated and compared separately for each schedule. The Bid for a schedule will not be considered if the complete requirement prescribed in that schedule is not included in the Bid. However, as already mentioned in GITB sub clause 13.2, Bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the Bid or combination of Bids offering the lowest evaluated cost for the purchaser in deciding the successful Bidder for each schedule, subject to that Bidder(s) being responsive.

34. Comparison on CIP Destination Basis

34.1 Unless mentioned otherwise in “Section-IV – List of Requirements” or BOQ Format as designed, the comparison of the responsive Bids shall be on “CIP destination basis, duly delivered, commissioned, etc.”, as the case may be.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bids

35.1 Further to GITB Clause 34 above, the purchaser’s evaluation of a Bid will include and take into account the following:

- i) in the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the Bidder), on the goods, if a contract is awarded on the Bidder; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the Bidder) on the goods if the contract is awarded on the Bidder.

35.2 The purchaser’s evaluation of Bid will also take into account the additional factors, if any, incorporated in SITB in the manner and to the extent indicated therein.

35.3 In case there is provision in the Bid documents for price preference to small scale sectors etc. and purchase preference to central public sector undertakings, the same will also be taken care of while evaluating, comparing and ranking the responsive Bids.

35.4 If the Bids have been invited on variable price basis, the Bids will be evaluated, compared and ranked on the basis of the position as prevailing on the day of Bid opening and not on the basis of any future date.

36. Bidder’s capability to perform the contract

36.1 The purchaser, through the above process of Bid scrutiny and Bid evaluation will determine to its satisfaction whether the Bidder, *whose Bid has been determined as the lowest evaluated responsive Bid*, is eligible, qualified and capable in all respects to perform the contract satisfactorily. If there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above mentioned determination will *inter alia*, take into account the Bidder’s financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Bid document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its Bid as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

37.1 From the time of submission of Bid to the time of awarding the contract, if a Bidder needs to contact the purchaser for any reason relating to this Bidding and / or its Bid, it should do so only in writing.

37.2 In case a Bidder attempts to influence the purchaser in the purchaser’s decision on scrutiny, comparison & evaluation of Bids and awarding the contract, the Bid of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

38. Purchaser's Right to accept any Bid and to reject any or All Bids

38.1 The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

39. Award Criteria

39.1 Subject to GITB clause 38 above, the contract will be awarded to the lowest evaluated responsive Bidder decided by the purchaser in terms of GITB Clause 36.

40. Variation of Quantities at the Time of Award

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by upto twenty-five per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the Bidder.

41. Notification of Award

41.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its Bid for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful Bidder must furnish to the purchaser the required performance security within twenty-one days from the date of this notification.

41.2 The notification of award shall constitute the conclusion of the contract.

42. Issue of Contract

42.1 Within fifteen days from the date of the contract, the successful Bidder will return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

43. Non-receipt of Performance Security and Contract by the Purchaser

43.1 Failure of the successful Bidder in providing performance security and / or returning contract copy duly signed in terms of GITB clauses 41 and 42 above shall make the Bidder liable for forfeiture of its BID SECURITY and, also, for further actions by the purchaser against it.

44. Return of Bid Security (i.e. EMD)

44.1 The earnest money of the successful Bidder and the unsuccessful Bidders will be returned to them without any interest, whatsoever, in terms of GITB Clause 19.6.

45. Publication of Bid Result

45.1 The name and address of the successful Bidder(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

- 1 Application**
- 2 Use of contract documents and information**
- 3 Patent Rights**
- 4 Country of Origin**
- 5 Performance Security**
- 6 Technical Specifications and Standards**
- 7 Packing and Marking**
- 8 Inspection and Quality Control**
- 9 Terms of Delivery**
- 10 Transportation of Goods**
- 11 Insurance**
- 12 Spare parts**
- 13 Incidental services**
- 14 Distribution of Despatch Documents for Clearance/Receipt of Goods**
- 15 Warranty**
- 16 Assignment**
- 17 Sub Contracts**
- 18 Modification of contract**
- 19 Prices**
- 20 Taxes and Duties**
- 21 Terms and mode of Payment**
- 22 Delay in the supplier's performance**
- 23 Liquidated Damages**
- 24 Termination for default**

- 25 Termination for insolvency**
- 26 Force Majeure**
- 27 Termination for convenience**
- 28 Governing language**
- 29 Notices**
- 30 Resolution of disputes**
- 31 Applicable Law**

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The **General Conditions of Contract incorporated** in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V of this document. The Bidders shall also note the same.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the **purchaser's prior written consent**, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "**origin**" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

5. **Performance Security**

- 5.1 Within **twenty-one days after** the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to **five per cent** of the **total value of the contract**, valid up to **sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations**.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a) **Account Payee Demand Draft or Fixed Deposit Receipt** drawn on any commercial bank in India, **in favour of the official** of the purchaser as indicated in SCC under **Section V**.
 - b) **Bank Guarantee** issued by a **commercial bank in India**, in the prescribed form as provided in this document.
- 5.3 In the event of **any loss** due to supplier's failure to fulfill its **obligations** in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub-clause 5.3 above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. **Technical Specifications and Standards**

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' of this document.

7. **Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 **Packing instructions:**

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address; and,
- f. supplier's name and address

8. **Inspection and Quality Control**

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 8.2 The **Technical Specification** and **Quality Control** Requirements **incorporated** in the **contract** shall **specify** what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the **supplier or its subcontractor(s)**, all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier Bid the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

8.7 Goods accepted by the purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. **Terms of Delivery**

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. **Transportation of Goods**

10.1 Instructions for transportation of imported goods offered from abroad:

Unless otherwise mentioned in SCC, the supplier shall follow the instructions mentioned below:

In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least six weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi. Within **three weeks** of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered.

If the advice for shipping arrangement is not furnished to the supplier within three weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.

Where the supplier is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.

Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the purchaser.

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser.

Where the supplier is required under the contract to deliver the goods under CIF/CIP terms, no further restriction shall be placed on the choice of the ocean carrier except that the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.

In case of air lifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.
- iii) Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
- iv) in case of supply of domestic goods on CIP destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) the spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) in case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

- ii) immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

13. **Incidental services**

13.1 Subject to the stipulation, if any, the supplier shall be required to perform any or all of the following services.

- i) Providing required jigs and tools for assembly, start-up and maintenance of the goods
- ii) Supplying required number of operation & maintenance manual for the goods
- iii) Installation and commissioning of the goods
- iv) Training of purchaser’s operators for operating and maintaining the goods
- v) Providing after sales service during the tenure of the contract

- vi) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

13.2 Prices to be paid to the supplier by the purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the purchaser and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

14. **Distribution of Dispatch Documents for clearance/ Receipt of Goods**

The supplier shall send all the relevant dispatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- (i) For **Domestic Goods** :

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

a)	Supplier’s Invoice indicating, <i>interalia</i> description and specification of the goods, quantity, unit price, total value;
b)	Packing list;
c)	Certificate of country of origin;
d)	Insurance certificate;
e)	Railway receipt/Consignment note;
f)	Manufacturer’s guarantee certificate and in-house inspection certificate;
g)	Inspection certificate issued by purchaser’s inspector
h)	Expected date of arrival of goods at destination
	and

i) Any other document(s) as and if specifically mentioned in the contract

(ii) For **imported Goods offered from Abroad** :

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, others concerned if mentioned in the contract, the complete details of dispatch and also supply to them following documents by air mail/ courier (or as instructed in the contract):

a)	Supplier's Invoice giving full details of the goods including quantity, value, etc.;
b)	Packing list;
c)	Certificate of country of origin;
d)	Manufacturer's guarantee and Inspection certificate;
e)	Inspection certificate issued by the Purchaser's Inspector;
f)	Insurance Certificate;
g)	Name of the Vessel/Carrier;
h)	Bill of Lading/Airway Bill;
i)	Port of Loading;
j)	Date of Shipment;
k)	Port of Entry & expected date of arrival of goods at Port of Entry/ Destination
	and
l)	Any other document(s) as and if specifically mentioned in the contract

15. **Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for two **(02) years (if otherwise not mentioned in the technical specifications at Section-V)**, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract.
- 15.3 In case of any claim arising out of this warranty, the purchaser shall promptly notify the same in writing to the supplier.
- 15.4 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination and the supplier shall take over the replaced parts/goods after providing their replacements. No claim whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

15.6 If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

16. **Assignment**

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. **Sub Contracts**

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, *if not already specified in its Bid*. Such notification, in its original Bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

17.3 **Sub contracts** shall also **comply** with the provisions of **GCC Clause 4 ("Country of Origin")**.

18. **Modification of contract**

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, make alterations and modifications, within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) mode of packing,
- c) incidental services to be provided by the supplier
- d) mode of dispatch,
- e) place of delivery, and
- f) any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser **within twenty-one days** from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

19. **Prices**

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract except for any price adjustment authorized in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the **SCC**.

21. PAYMENT

21.1 The payment shall be made in the currency/currencies specified in the contract. The supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority as specified in the **Schedule of Requirements** and the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.

21.2 The payment shall be made in the following manner and on production of the following documents:

A) Payment for goods supplied from abroad.

- i) **On shipment:** 90% of the contact price shall be paid through irrevocable letter of credit established in favour of the foreign supplier in a scheduled commercial bank in India or a bank in the supplier's country acceptable to the purchaser, upon submission of the following documents.
 - a) Certified copy of the fax sent by the supplier to the purchaser and other as per GCC sub-clause 10.3 (a).
 - b) Suppliers signed commercial invoice showing contract number description of the supplied goods, corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.
 - c) Original clean on board bill of lading marked freight pre-paid consigned to the interim/port consignee evidencing description of the goods, quantities, relevant details about the contract number etc.
 - d) Packing list, identifying contents of each package
 - e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the Letter of Credit.
 - f) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.
 - g) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified.
 - h) Certificate of origin
 - i) Supplier's certificate confirming that the required documents have been sent to all concerned in terms of GCC sub-clause 10.3 (a).
 - j) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.
 - k) Any other document(s) and/or modification of above documents specified in the **Schedule of Requirements** and the contract.

ii) On final acceptance

10% of the contract price of goods received shall be paid within 30 (Thirty) days of receipt of goods on submission of the claim supported by the acceptance certificate issued by the purchaser or the purchaser's nominated representative in the proforma given in section.. of the bidding documents.

iii) Payment of agency commission:

Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser conforming that the goods have been delivered, full 100% payment have been made to the foreign supplier and all other contractual obligations, have been performed by the supplier and its agent for claiming this payment.

The payment (towards agency commission) will be made by the purchaser's paying authority specified in the contract and not through Letter of Credit.

B) Payment for goods supplied from India:

Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract

(and not through Letter of Credit) after successful installation of the equipments and on production of all the necessary documents as required as detailed below:

- a) The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount.
- b) Railway receipt or Delivery note;
- c) Packing list identifying contents of each package;
- d) Insurance certificate
- e) Manufacturer's/Supplier's warranty certificate,
- f) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report.
- g) Certificate of origin
- h) Provisional receipt certificate for the corresponding delivery, issued by the consignee;
- i) Any other document(s) and/or modification of above documents specified in the **Schedule of requirements** and the contract.

C) Payment for incidental services and supervision:

The incidental services and supervision, if required separately, will be specified in the **Schedule of Requirements** and in the contract. The payment terms applicable for such services and supervision will also be specified therein.

21.3 Operation of the letter of Credit:

- (iii) The payments effected through letter of credit, shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the international Chamber of Commerce;
- ii) If requested specifically by the supplier, the letter of credit will be confirmed, but the cost for the same shall be charged to the supplier's account.

- (iv) If the letter of credit is required to be extended /reinstated for reasons not attributable to the purchaser, the charges thereof shall be to the supplier's account.

22. Delay in the supplier's performance

22.1 The supplier shall deliver of the goods and perform the services under the contract within the **time schedule** specified by the purchaser in the **List of Requirements** and as incorporated in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (a) imposition of liquidated damages,
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the Situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

- (a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage prescribed in the SCC of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the percentage prescribed in the SCC of the delayed goods' or services' contract price(s).

During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

- 24.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), **may**, by written notice of default to the supplier, **terminate** the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
- 24.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, **Force Majeure** means an **event beyond the control of the supplier** and **not involving the supplier's fault or negligence** and **which is not foreseeable**. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

- 26.3 If a **Force Majeure Situation arises**, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof **within twenty one days** of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event, the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The purchaser reserves the right to terminate the contract, in whole or in part for it's (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b). to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

- 28.1 The contract shall be written in English language or in Hindi language following the provision as contained in GITB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing, which will also provide proof of receipt by the other party, or by cable or telex or facsimile and confirmed in writing. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within **twenty one days** of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided:

- i) When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.
- ii) When the contract is with foreign supplier, the supplier has the option to choose either Indian Arbitration and Conciliation Act, 1996 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

31. Applicable Law

The **contract** shall be **interpreted** in accordance with the **laws of India**.

----- X -----

SECTION – IV

LIST OF REQUIREMENTS

SECTION – IV

LIST OF REQUIREMENTS

Sl. No.	Name of the Goods	Quantity	Bid Security/ EMD (in Rs.)	TENDER FEES
1.	GRADIENT THERMOCYCLER	1 No.	7000	500.00

Important Terms & Conditions (Summary):

1. Manufacturer's Authorization:

Manufacturer's Authorization (*in original*) for Scientific equipments only, addressed to the Director, ICAR-NRC on Pig,Rani,Guwahati-781131, in the format prescribed in Section-X of this Bidding Document, must be submitted alongwith the Bid itself, otherwise the Bid shall be rejected.

In case of the fabrication contracts, turn-key contracts, etc. (for a composite Equipment, for which the bid have been invited), --- if there are different Principals/Manufacturers for different components of the composite Equipment, --- then as many separate Manufacturer's Authorizations (in original), addressed to the Director, ICAR-NRC-Pig,Rani,Guwahati, in the format prescribed in this Bidding Document, must be submitted alongwith the Bid itself, ---- otherwise the Bid shall be rejected.

2. Warranty : **Warranty period** shall be two (02) years (if otherwise not mentioned in the in the technical specifications given in Section-V) from the **date of satisfactory installation and commissioning** of the Equipment.

Note: Where there is any conflict between the provision in the List of requirement (Section-IV) and in the Technical Specifications (Section-V) regarding warranty period, the warranty mentioned in the Technical Specification (Section-V) shall prevail.

3. Required Delivery Schedule: Within 90 days from the Date of opening of clear and acceptable Letter of Credit (for **imported goods/components**); within 90 days from the Date of Notification of Award (for **Indian Goods/Components**)

4. Required Terms of Delivery and Destination: **DESTINATION [ICAR-NRC on Pig,Rani,Guwahati]**

5. Advance payment to supplier shall be as per Rule 172 of GFR, 2017:

Ordinarily, payments for services rendered or supplies made should be released, only after the services have been rendered or supplies made. However, it may become necessary to make **advance payments on demand** (to be indicated in Price-Schedule, in the Bid itself) by firms against fabrication contracts, turn-key contracts etc.,

Such advance payments shall not exceed the following limits:

- (i) Thirty per cent of the contract value to private firms;
- (ii) Forty per cent of the contract value to a State or Central Government agency or a Public Sector Undertaking;

However, for claiming any **Advance payment**, the interested firm(s) must submit **Bank Guarantee** of the **equivalent amount**, in favour of "DIRECTOR, ICAR-NRC on Pig,Rani,Guwahati-781131 *after the Award of Contract, and also after the submission of Performance Security.*

Note: Bids not complying with above terms will be rejected.

----- X -----

SECTION-V

TENDER SPECIFICATION

NAME OF THE EQUIPMENT: GRADIENT THERMOCYCLER

Sl. No.	Name of the equipment	Specifications
1	GRADIENT THERMOCYCLER	<ul style="list-style-type: none">• The system should be a 96 well Thermal Cycler with provision for 0.2 ml and minimum 8 X 12 PCR plate.• Provision of running PCR programs with varying annealing temperatures in different wells simultaneously.• Temperature control range from 4 to 99⁰ C.• Block temperature accuracy $\pm 0.2^{\circ}$ C.• Block Ramp rate: Minimum 2.5^o C/ sec• Colour touch screen allowing for easy intuitive graphical user interface programming.• Choice of saving the PCR programs to the instrument.• Programmable heat lid cover from about 40 degree to 100 degree centigrade for efficient PCR optimization.• Portability: The system should have a USB port to transfer methods from one machine to another.• The system should allow easy product updates via USB port.• The machine should be duly certified / authorized for PCR process and the vendor should produce the certificate for the same.• Suitable power backup capable of supporting the thermocycler up to 3 hours.• Power input 220-240 V AC, 50Hz• All accessories for successful running of the unit.• Two Years Warranty. Post warranty AMC rates to be quoted.

SECTION-VI

QUALITY CONTROL REQUIREMENTS

Sl. No.	Quality Control Condition	Quality Control Requirement
1.	Quality Inspection Stages	: Quality of Equipment(s) will be inspected at the Delivery stage in Laboratory and also, if needed, in the Central Stores. The quality of Equipments may well be inspected before unloading in the Central Stores of this Institute as well as inspected also in the Fabrication stage, if desired in certain cases. The inferior supply not meeting the prescribed Technical Specifications will be rejected at no cost to this Institute.

SECTION-VII

PRICE SCHEDULE

To be quoted separately in the excel sheet provided as BOQ (Financial Bid)

(Hard Copy of BOQ need not to be submitted alongwith other documents)

SECTION-VIII

QUESTIONNAIRE (Part –A)

Sl. No.	Details of relevant Information sought	Information to be provided by the Bidder
1.	Name of Firm	:
2.	Date of Establishment of Firm	:
3.	Legal Status of Firm	:
	[Whether Sole Proprietary-ship / Cooperative / Partnership Firm / Company (under <i>Company Act</i>) / Society (under <i>Societies Registration Act</i>)/ Central PSU / State PSU or so?]	
4.	Firm’s Registration. No. & Date	:
5.	Copy of Registration. Certificate	: (To be enclosed)
9.	Name of Proprietor of Firm (In case of Govt. Firm, Name & Designation of Chief Executive Officer), alongwith Address, Tel. No., Fax No. & e.mail address	:
10.	Details of Blacklisting from any Govt. Deptt./Organizations, if any during last 5 years.	If so, the firm must also provide the detailed reasons for its blacklisting, for consideration of its Bid on overall Merits, if any.
11.	Details of EMD enclosed	DD. No Date Amount
12.	Details of Tender Fees enclosed	DD. No Date Amount

Signature of Bidder :
[Either “**Proprietor**” or
“**Authorized Signatory**”
(enclosing the **Letter of Authority from Proprietor**)]

Signatory’s Name:

Business Address:

QUESTIONNAIRE (Part – B)

The **Bidder** should furnish **specific answers** to **all the questions/issues** mentioned **below**. In case a question/issue does **not apply to** a **Bidder**, the same should be **answered** with the remark **“not applicable”**.

Wherever necessary and **applicable**, the **Bidder** shall **enclose certified copy** as **documentary proof/evidence** to **substantiate** the **corresponding statement**.

In case a Bidder furnishes a **wrong or evasive answer** against any of the under-mentioned question/issues, its **Bid** will **be liable** to be **ignored**.

Sl. No.	Query related to Information sought from Bidder	Information to be provided by the Bidder	Guiding Remarks /Note (for Bidder)
1.	Brief description of goods and services offered (Please indicate the Schedule No. & Name of the Goods being offered in your Bid , alongwith brief details of Services offered)	: Schedule No. Name of Goods Services	i. Services include Installation, Warranty, AMC, etc.; ii. Bid Terms require 2 Years’ Warranty
2.	Offer is valid for acceptance upto	:	
3.	Your permanent Income Tax A/C No.	:	
4.	Attach certified copy of your latest/current Income Tax clearance certificate	:	
5.	Status: i) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi , and/or the National Small Industries Corporation (NSIC), New Delhi , and/or the present purchaser and/or the Directorate of Industries of the concerned State Government for the goods quoted ?	: Yes / No.	Please attach certified copy(s) of your registration status etc. in confirmation of your answer(s) to this query.
	If so, indicate the date , up to which you are registered and whether there is any monetary limit imposed on your registration .	Date: Monetary Limit: : Rs. lakhs / Crores	
	ii) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act ?	: Yes / No. Regn. No.:	

6. i) Please indicate **name & full address** of your **Banker(s)** : The **Banking details** are required to ensure **Financial Transparency**, & to facilitate **timely payment** through **E-Payment / ECS / RTGS / LC**, etc.

ii) Please provide your **Principal Manufacturing Firm's Bank A/c. No., Bank Code, IBAN Code, SWIFT/BIC Code.** : **Bank A/c. No.:**
Bank Code:
IBAN Code:
SWIFT/BIC Code:

iii) Please provide your **Indian Agent's Banker's Name & Full Address, Bank A/c. No., Bank Code, IFS Code & MICR Code** : **Bank Name:**
Address:
Current A/c. No.:
IFS Code:
MICR Code:

7. i) Whether the **Bidder** is **Principal Manufacturer** or **Indian Agent?** : **Principal Manufacturer / Indian Bidder**

ii) Whether the **Indian Agent** is **enlisted** with **Department of Expenditure (DoE)**, Ministry of Finance through **DGS&D**, under DoE's **Compulsory Enlistment Scheme** for Indian Agents? :

8. Please state whether **business dealings** with you **currently stand suspended / banned** by any **Ministry/Department** of **Government of India** or by any **State Govt.** :

.....
 (Signature with date)

.....
 (Full name, designation & address of the person duly authorized to sign on behalf of the Bidder)

For and on behalf of

.....
 (Name, address and stamp of the Bidding firm)

SECTION-IX

BANK GUARANTEE FORM FOR BID SECURITY (i.e. EMD)

Whereas **M/s.**(hereinafter called the “**Bidder**”) has **submitted** its

Bid datedfor the supply of(hereinafter called the “**Bid**”) against the **purchaser’s Bid enquiry No..... . dated**

Know all persons by these presents that **we,** of having **our registered office** at are **bound** unto the ICAR : **National Research Center on PIG, Ministry of Agriculture & Farmers Welfare , Government of India, Rani, Guwahati.**(hereinafter called the “**Purchaser**”) in the **sum** of for which **payment** will and truly to be **made** to the said **Purchaser,** the **Bank** binds itself, its successors and assigns by these presents.

Sealed with the **Common Seal** of the said Bank this **day** of, **2018.**

The **conditions** of this **obligation** are —

- (1) If the **Bidder withdraws** or **amends, impairs** or **derogates** from the **Bid** in any respect within the **period of validity** of this **Bid.**
- (2) If the **Bidder** having been **notified** of the **acceptance of his Bid** by the **Purchaser** during the **period of its validity:-**
 - a) **fails** or **refuses** to **furnish** the **Performance Security** for the **due performance** of the **contract.**
 - b) **fails** or **refuses** to **accept/execute** the **contract.**

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

This **guarantee** will **remain** in **force** for a period of **forty five days** after the **period** of **Bid validity** and any **demand** in respect thereof should **reach** the **Bank** not later than the above **date.**

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

Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

.....
.....

Seal, name & address of the Bank and address of the Branch

SECTION – X

MANUFACTURER’S AUTHORISATION FORM

To,
THE DIRECTOR,
ICAR-NATIONAL RESEARCH CENTRE on PIG
RANI,GUWAHATI-781131

Ref.: Your **Bid Document** F.No _____ dated _____

Dear Sirs,

We,....., who are proven and reputable manufacturers of
.....(*name and description of the goods offered in the tender*) having factories at
....., hereby **authorize** Messrs. (*name and address
of the agent*) to **submit a Bid, process** the same **further** and **enter** into a **contract** with you against your
requirement *as contained in the above-referred Bidding documents for the above goods manufactured
by us.*

We further **confirm** that **no supplier** or **firm** or **individual other than Messrs.**
..... (*name and address of the above agent*) is **authorized to**
submit a Bid, process the same **further** and **enter** into a **contract** with you against your requirement *as
contained in the above referred Bidding documents for the above goods manufactured by us.*

We also hereby **extend** our **full warranty**, as applicable as per **clause 15** of the **General
Conditions of Contract**, read with modification, if any, in the **Special Conditions of Contract** for the
goods and services offered for supply by the above firm against this Bidding document.

Yours
faithfully,
.....

[signature with date, name and
designation]

for and on behalf of
Messrs.....

[name & address of the manufacturers]

Note : *This letter of authorization should be on the letter head of the manufacturing firm and
should be signed by a person competent and having the power of attorney to legally
bind the manufacturer.*

SECTION – XI

**BANK GUARANTEE FORM FOR
PERFORMANCE SECURITY**

To,

THE DIRECTOR,
ICAR- NATIONAL RESEARCH CENTRE on PIG
RANI,GUWAHATI-781131

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of Contract No. dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents, which may be made between you and the supplier, shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto and including the ,

.....
.....
(Signature with date of the authorised officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

IN THE FIRM LETTER HEAD

Annexure-I

Name of the Firm _____

Registered/Postal Address _____

1.	Permanent Account Number (PAN)	
2.	Service Tax Registration No., if applicable	
3.	Bank Details	
(i)	Bank Name	
(ii)	Branch Address	
(iii)	Account Number	
(iv)	Account Number	
(v)	Type of Account: (Current/Saving)	
(vi)	MICR No.	
(vii)	RTGS/NEFT code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

UNDERTAKING (to be submitted in Agency/firm's letter pad)

I/We have read and understood ICAR-NRC on PIG General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by ICAR-NRC on PIG.

I/We do hereby also accept ICAR-NRC on PIG have the right to accept or reject this application and not to issue invitation to tender me/us.

I/We undertake to communicate promptly to ICAR-NRC on PIG any change in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized, he/she represent. I/We authorized ICAR to approach individuals, employees, firms and corporations to verify our competent and general reputation.

Signature.....
Name:.....
Designation:.....
Address:.....

Place:.....
Date:.....

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:.....

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/Work:

Dear Sir,

- (1) I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

- (2) I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents lime annexure(s), schedule(s), etc...) which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
- (3) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
- (4) I/we hereby unconditionally accept the tender conditions of above mentioned tender documents/corrigendum(s) in its totality/entirely.
- (5) I/we do hereby declare that our Firm has not been black-listed/debarred by any Govt. Department/Public sector undertaking.
- (6) I/we certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject that bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL <https://eprocure.gov.in/eprocure/app>.) by clicking on the link ‘**Online Bidder Enrollment**’ on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class II or Class III certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.) with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their users ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal. To facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' or 'other important Documents' area available to them to upload such documents. These documents may be directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as 'offline' to pay the tender fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the Format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cell with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric, encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after clicking 'Freeze Bid Submission' in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.
- The bid summary has to printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISSTANCE TO BIDDERS

- Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- **Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462/0120-4001002 or Mobile No. +91 8826246593.**
