



**Government
eProcurement
System**

eProcurement System Government of India

Tender Details

Date : 18-Jan-2024 05:15 PM

Print

Basic Details

Organisation Chain	Department of Agricultural Research and Education Indian Council of Agricultural Research,DoARE,MoA CSWRI-Rajasthan - DoARE		
Tender Reference Number	F.No. 1(824)SP/2024/		
Tender ID	2024_DARE_791174_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Lump-sum
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Bankers Cheque
	2	Demand Draft
	3	R-T-G-S
	4	NEFT

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.pdf	1. Scanned copy of Firm Registration certificate
		.pdf	2. Scanned copy of Pan Card and GST No
		.pdf	3. Scanned copy of Questionnaire
		.pdf	4. Scanned copy of ink signed with seal tender specific authorization from OEM or authorized
		.pdf	5. Scanned copy of latest ITR
		.pdf	6. Scanned copy of User list/purchase order of its satisfactory installation
		.pdf	7. Scanned copy of undertaking that firm has not been blacklisted by any government organization

		.pdf	8. Scanned copy of Make and Model of all systems, sub systems and additional items should be mention
		.pdf	9. Scanned copy of D.D. of E.M.D
		.pdf	10. Scanned copy of Tender acceptance letter (as per Annexure I)
		.pdf	11. Scanned copy of declaration of least price (as per Annexure II)
2	Finance	.xls	Price Bid

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	10,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	FCI Aravali Gypsum and Minerals India Limited	EMD Payable At	Jodhpur

[Click to view modification history](#)

Work /Item(s)

Title	purchase of Padding mangle Equipments.				
Work Description	purchase of Padding mangle Equipments.				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	5,00,000	Product Category	Job Works	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	30
Location	CSWRI AVikangar	Pincode	304501	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CSWRI Avikangar
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	18-Jan-2024 06:00 PM	Bid Opening Date	13-Feb-2024 03:00 PM
Document Download / Sale Start Date	19-Jan-2024 03:00 PM	Document Download / Sale End Date	12-Feb-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	19-Jan-2024 03:00 PM	Bid Submission End Date	12-Feb-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
		1	Tendernotice_1.pdf	NIT

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		1	Tender Documents	Padding.pdf	NIT
	2	BOQ	BOQ_831584.xls	Price Bid	282.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	brswangla76@gmail.com	Beli Ram	BELI RAM
2.	chaudharyrinku1987@gmail.com	RAJAT CHAUDHARY	RAJAT CHAUDHARY
3.	shashank.jain@icar.gov.in	SHASHANK JAIN	SHASHANK JAIN

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Director CSWRI Avikangar
Address	Director CSWRI Avikangar

Tender Creator Details

Created By	Raman Lal Kalasua
Designation	Assistant
Created Date	18-Jan-2024 04:47 PM



भा. कृ. अनु. प. - केंद्रीय भेड़ व ऊन अनुसंधान संस्थान
ICAR - Central Sheep and Wool Research Institute
Avikanagar, Malpura, Rajasthan - 304501
Tel. Nos. +91-1437-220162 / 220 164 FAX: +91-1437-220163
Email: director.cswri@icar.gov.in, cao.cswri@icar.gov.in Web site: www.cswri.res.in



F.No. 1(824)SP/2024/

Date : 18-01-2024

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

The Director, CSWRI, Avikanagar, on behalf of the Secretary, ICAR, New Delhi, invites online bids under two bid systems from the Manufacturer/authorized dealers/registered firms for the purchase of Padding mangle Equipments.

CRITICAL DATE SHEET

Tender No.	1(824)SP/2024/
Date and Time for issue/Publishing	18-01-2024 -6.00 PM
Document Download/Sale start date and time	19-01-2024- 3.00 PM
Bid Submission Start Date and Time	19-01-2024- 3.00 PM
Bid Submission End Date and Time	12-02-2024- 3.00 PM
Date and Time for Opening of Bids	13-02-2024 -3.00 PM
Tender fee and Earnest money	Earnest money – 10000/-
Security money	Security money – 10 % of contract amount
Bank detail	ICAR UNIT -CSWRI ,Avikanagar payable State Bank of India, Branch – Malpura Tonk Rajasthan
Address for Communication	Administrative Officer (Store & Purchase), C.S.W.R.I., Avikanagar, Malpura, Distt. Tonk, Rajasthan Pin- 304501

- Note :** 1. The tender form and other details are available on CSWRI, Avikanagar website www.cswri.res.in & e-procure.gov.in (CPP Portal). The interested manufacturers/authorized dealer/Agency/Firm of repute may download the tender document from above website and upload the same after completing in all respect in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before the due date & time.
2. Price to be quoted for Destination CSWRI, Avikanagar including all taxes, levies & installation/training in the attached BOQ in xls. format only. No other price schedule in any other format will be entertained.

Asstt. Administrative Officer

INSTRUCTIONS FOR ONLINE BID SUBMISSION

- 1- The tender form/bidder documents may be downloaded from website: <https://eprocure.gov.in>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in>) is mandatory. **Manual/Offline bids shall not be accepted under any circumstances.**
- 2- Tenders/bidders are requested to visit website <https://eprocure.gov.in> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
- 3- 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.

S. No.	Name of Item	Approx. cost	Bid Security (EMD)
1	Padding mangle	450000/-	10000/-

- 4- The interested Firms are required to deposit (in original) and Earnest Money Deposit (EMD) of the amount mentioned against item in the form of Demand Draft/FDR from any of the Nationalized Bank **in favour of ICAR UNIT -CSWRI, Avikanagar payable at SBI, MALPURA** may be addressed to the Asstt. Administrative Officer, C.S.W.R.I., Avikanagar, Malpura, Distt. Tonk, Rajasthan Pin- 304501 on or before bid opening date and time as mentioned in the Critical Date Sheet.
- 5- The firm should send the Original brochures of the product and may be addressed to the **Asstt. Administrative Officer, CSWRI, Avikanagar, Malpura, Distt. Tonk, Rajasthan Pin- 304501 on or before bid opening date and time as mentioned in the Critical Date Sheet.**
- 6- Price to be quoted for Destination CSWRI, Avikanagar including all taxes, levies & installation/training in the attached BOQ in xls. format only. No other price schedule in any other format will be entertained.
- 7- Bidders need not be come at the time of Technical as well as financial bid opening at ICAR-CSWRI, Avikanagar. They can view live bid opening after login on CPP e-Procurement Portal at their remote end, If bidder wants to join bid opening event at ICAR-CSWRI, Avikanagar then they have to come with bid acknowledge slip that generates after successful submission of online bid.

The Firms are also required to upload scanned copies of the following documents:

1. Scanned copy of Firm Registration certificate
2. Scanned copy of Pan Card and GST No.
3. Scanned copy of Questionnaire
4. Scanned copy of ink signed with seal tender specific authorization from OEM or authorized supplier/dealer of foreign firm
5. Scanned copy of latest ITR
6. Scanned copy of User list/purchase order of its satisfactory installation
7. Scanned copy of undertaking that firm has not been blacklisted by any government organization
8. Scanned copy of Make and Model of all systems, sub systems and additional items should be mentioned in the technical details should be provided in the form of Broucher's and write-ups. with technical specification or compliance report.
9. Scanned copy of D.D. of E.M.D.
10. Scanned copy of Tender acceptance letter (as per Annexure I)
11. Scanned copy of declaration of least price (as per Annexure II)

All necessary documents in support of the details for S.No. 1 to 12 must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification/registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents which unnecessary cause confusion.

Note : All the bidders are requested to submit the copies of all the supporting documents separately, if they are participating in more than one equipment.

Other Terms & Conditions

1. The successful firm shall have to supply the item (from the date of confirmed supply order) within 45 days or as mentioned in the supply order and if the materials are not supplied and installed in time then EMD shall be forfeited The rates quoted shall be valid for 180 days from the date of opening of tender.
2. The bidders or his representative may contact the undersigned at Tel No.01437-220177 for any further clarification on any working day between 9.00 AM to 5.30 PM. No variation in terms of quality of the items shall be entertained or else EMD/Security deposit shall be forfeited.
3. Merely quoting of lowest rates does not mean that order shall be given to that firm. The competent authority will finally decide on the basis of quality & performance of past installation.
4. The Institute is exempted from payment of excise duty/Custom duty. Hence, excise duty/custom will not be paid to the firm.

Assistant Administrative Officer

SDB No.- _____

**ICAR-CENTRAL SHEEP & WOOL RESEARCH INSTITUTE
AVIKANAGAR TEHSIL MALPURA 304501 (RAJASTHAN)**

F.No.- 1(824)SP/2024/

Date : 18-01-2024

**STANDARD BIDDING DOCUMENT FOR ICAR
FOR PURCHASE GOODS**

For High Value Purchase/
Contract

- | | |
|---|-----------------------------|
| 1. Address of Manufacturer/Suppliers | M/s _____

_____ |
| 2. Name of goods for which issued | Padding mangle |
| 3. Item No. | 01 |
| 4- Bid Security/ EMD | Rs.10000/- |
| 6. Deadline for Submission of Bid is up to 3.00 p.m. on | 12-02-2024 |
| 7. Time and date of Bid Opening at 3:00 p.m. on | 13-02-2024 |

SIGNATURE

ICAR-CENTRAL SHEEP & WOOL RESEARCH INSTITUTE

Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501

BIDDING DOUCMENTS FOR PURCHASE OF GOODS

CONTENTS

Section I	Invitation for Bids
Section II	Instructions to Bidders
Section III	General Conditions of Contract
Section IV	Schedule of Requirements
Section V	Technical Specification and Quality Control Requirements
Section VI	Questionnaire
Section VII/1	Bid form and BOQ
Section VII/2	Bank Guarantee Form for Bid Security
Section VII/3	Manufacturer's Authorization Form
Section VII/4	Bank Guarantee Form for Performance Security
Section VII/5	Contract Form

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Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501

SECTION II- INSTRUCTION TO BIDDERS (ITB)

TABLE OF CLAUSES

- A Introduction**
1. Source of funds
 2. Eligible goods and services
 3. Cost of bidding
- B Bidding Documents**
4. Content of bidding documents
 5. Clarification of bidding documents
 6. Amendment of bidding documents
- C Preparation of Bids**
7. Language of bid
 8. Documents constituting the bid
 9. Bid form
 10. Bid prices
 11. Bid currencies
 12. Indian Agent
 13. Documents establishing bidders
Eligibility and qualifications
 14. Documents establishing good's eligibility
And conformity to bid documents
 15. Bid security
 16. Period of validity of bids
 17. Format and signing of bid
- D. Submission of Bids**
18. Sealing and marking of bids
 19. Deadline for submission of bids
 20. Late bids
 21. Modification and withdrawal of bids
- E. Bid opening and Evaluation**
22. Opening of bids by purchaser
 23. Clarification of bids
 24. Preliminary examination of bids – unresponsive, substantially responsive and responsive bids
 25. Conversion to single currency
 26. Evaluation and comparison of bids
 27. Bidder's capability to perform the contract
 28. Purchaser's right to accept any bid and to reject any or all bids
 29. Contacting the purchaser
- F. Award of contract**
30. Award Criteria
 31. Purchaser's right to vary quantities at the time of Award
 32. Notification of Award
 33. Signing of contract
 34. Performance Security.

ICAR-CENTRAL SHEEP & WOOL RESEARCH INSTITUTE
Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501
INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1. Source of funds

1.1 The expenditure to be incurred for this intended purchase will be met from the funds available with the purchaser named in the Schedule of requirements, hereinafter referred to as “the purchaser”.

2. Eligible bidders

2.1 This invitation for bids is open to all suppliers, who fulfill the eligibility criteria as well as the qualification criteria, incorporated in this document.

3. Cost of bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid including samples, drawings, literatures etc., if any. The purchaser will in no case be responsible or liable any such cost, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. Content of bidding documents

4.1 The goods required, bidding, procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding documents include.

- a. Instruction to Bidders (ITB).
- b. General Conditions of Contract (GCC)
- c. Schedule of Requirements
- d. Technical specification and Quality Control Requirements
- e. Questionnaire
- f. Bid Form and BOQs
- g. Bank Guarantee Form for Bid Security.
- h. Manufacturers Authorization Form
- i. Bank Guarantee Form for Performance Security.
- j. Contract Form

4.2 In case of any contradiction between the stipulations made in ITB & GCC and Schedule of Requirements, the stipulations incorporated in the Schedule of Requirements will prevail over the corresponding stipulation contained in the ITB and/or GCC.

4.3 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of its bid.

5. Clarification of bidding documents

5.1 A prospective bidder requiring any clarification in connection with the bidding documents may notify the purchaser in writing or by mail at the purchaser’s mailing address indicated in the **Schedule of Requirements**. The purchaser will respond in writing to any request for clarification of bidding documents which it receives no later than 15 (fifteen) days prior to the deadline for submission of bids prescribed by the purchaser. The purchaser, at its discretion, may send the relevant text of this correspondence (without identifying the source of inquiry) to all the prospective bidders, which have received the bidding documents.

6. Amendment of bidding documents

6.1 At any time prior to the deadline for submission of bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

6.2 The amendment will be through corrigendum uploaded on CPP Portal which will be notified to all prospective bidders. All such amendment or corrigendum will be binding on all the bidders.

6.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids and other allied time frame having linkage with that deadline.

C. PREPARATION OF BIDS

7. Language of bid

7.1 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English Language, Supporting documents and printed literature furnished by the bidder may be written in other languages, provided they are accompanied by an English translation of their relevant passages in which case, for the purpose of interpretation of the bid, the English translation shall govern.

7.2 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, may also be written in Hindi language, provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

8. Document constituting the bid

8.1 The bid submitted by the bidder shall comprise of the following documents.

- (a) a bid form and a BOQ in accordance with ITB clauses 9,10 and 11.
- (b) Documentary evidence established in accordance with ITB clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence established in accordance with ITB clause 14 that the goods and ancillary services to **be supplied by the bidder conform to the bidding documents**
- (d) Bid security furnished in accordance with ITB clause 15.
- (e) The questionnaires (attached with the bidding documents) duly filled in.

NOTE: A bid which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement shall be liable to be declared unresponsive and summarily rejected.

9. Bid Form

9.1 The bidder shall complete the bid form and the appropriate BOQ furnished in the bidding documents in section VII/1, indicating, inter alia, for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

10. Bid prices (Rate should be quoted for F.O.R. CSWRI Avikanagar in INR in BOQ in xls. format only)

10.1 The Bidder shall indicate on the BOQ the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedule specified in the 'Schedule of Requirement' and to offer discounts for combined schedules. **However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.**

10.2 Prices indicated on the BOQ shall be entered separately in the following manner. (If applicable)

I. for goods offered from within India

- a) the price of the goods, quoted FOR destination i.e. CSWRI, Avikanagar only. ~~ex factory, ex showroom, ex warehouse or off the shelf, as applicable, including customs, excise and any other duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the goods quoted ex factory or on the previously imported goods of foreign origin quoted ex showroom, ex warehouse or off the shelf.~~
- b) Any sales or other taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded. to delivery of goods to their final destination. The final destination is specified in the **Schedule of requirements** and the price of incidental services as and if listed in **Schedule of Requirements**.
- c) Any element of cost, taxes, duties levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.

II ~~for goods offered from abroad-~~

- a) ~~the price of goods shall be quoted CIF port of entry in India or CIP named place of destination in India as and if specified in the **Schedule of Requirements**. In quoting the prices, the bidder shall use ocean transportation through Indian flag vessels of Indian origin or through vessels of Shipping Conference Lines in which India is a member country. Similarly, the bidder may obtain insurance services from any nationalized insurance company in India.~~
- b) ~~The price of goods shall be quoted FOB port of shipment, as and if specified in the **Schedule of Requirements**.~~
- c) ~~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, which is specified in the **Schedule of Requirements**.~~

and

~~d) the price of incidental services as and if listed in the **schedule of Requirements**.~~

~~e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.~~

~~10:3 The terms FOB, CIF, CIP etc. shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.~~

~~10:4 The bidder's separation of the price components in accordance with ITB clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.~~

~~10.5 Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the **Schedule of Requirements**. If the requirement is for a fixed price bid, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB clause 23.~~

11 Bid currencies (The prices to be quoted in INR only)

11.1 For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only in a manner as specified in ITB Clause No.12.2. For imported goods prices shall be quoted in Indian currency.

12. Indian Agent (If applicable)

If a foreign bidder has engaged an agent in India in connection with its bid it will be required to give the following information in the bid:

- i) the name and address of the Indian agent with their permanent income tax number.
 - ii) The details of the services the agent will render.
 - iii) the amount of remuneration for the agent, included in the FOR component of the bid price.
- 12.1 The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees using the telegraphic transfer buying rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.
- 13. Documents establishing bidder's eligibility and qualifications**
- 13.1 Pursuant to ITB clause 8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction:
- a) that, in the case of bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in section VII/3) by the good's manufacturer or producer to supply the goods in India. **The Authorization Certificate should be from the "Manufacturer" only and certificate from any other firm/person including OEM arrangements would be not be accepted.**
 - b) That the bidder has financial, technical and production capability necessary to perform the contract and, also, it meets the criteria indicated in the Schedule of Requirements.
 - c) that, in the case of bidder not doing business in India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed by the conditions of contract and/or technical specifications.
 - d) that such an agent (w.r.to sub-para c above) is enlisted with Directorate General of Supplies & Disposals, Jeevan Tara Building, Sansad Marg, New Delhi-110 001, under the scheme of Ministry of Finance, Govt. of India for compulsory enlistment of Indian Agents.
 - e) If an agent in its bid submits quotations on behalf of more than one manufacturer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such quotation and authorization from the respective manufacturer (as per authorization form in section VII/3). Otherwise all such quotations will be rejected as non-responsive.
- 14. Documents establishing good's eligibility and conformity to bidding document.**
- 14.1 Pursuant to clause 8, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 14.2 The documentary evidence for eligibility of the goods and services shall consist of a statement in the BOQ, about the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, data etc. and shall consists of:
- a) A detailed description of the goods, essential technical and performance characteristics.
 - b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years (or more, if specified in the schedule) following commencement of the use of the goods by the purchaser; and
 - c) A clause – by- clause commentary on the purchaser's "Technical Specifications" demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the 'Technical specifications'.
- 14.4 For purposes of the commentary to be furnished to ITB clause 14.3 c above, the bidder shall note that the standards of workmanship, material and equipment and reference to brand names or catalogue numbers, if any designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those mentioned in the 'Technical Specifications'.
- 15. Bid Security**
- 15.1 Pursuant to clause 8, the **bidder shall furnish as part of its bid, a bid security of an amount specified in the Schedule of Requirements.**
- 15.2 The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB clause 15.8.
- 15.3 Exemption and benefits will be provided to MSMEs as per MSME Act 2006 and subsequent GOI instructions**
- 15.4 The bid security shall be denominated in Indian Rupees and shall be in one of the following forms:
- a) Demand draft on a scheduled commercial bank in India, drawn in favour of the designated officer of the purchase organization and payable at a place as indicated by the purchaser in the **Schedule of Requirements.**
 - b) A bank guarantee, issued by a scheduled commercial bank in India or a bank abroad, duly confirmed by a scheduled commercial bank in India in the form provided in the bidding documents under section VII/2 and valid for 45 days beyond the validity of the bid.

- c) FDR on a scheduled commercial bank in India, drawn in favour of the designated officer of the purchase organization and payable at a place as indicated by the purchaser in the **Schedule of Requirements**.
- 15.4 Any bid from a bidder, not secured in accordance with ITB clauses 15.1 and 15.4 will be summarily rejected by the purchaser, as non-responsive, pursuant to ITB clause 24.
- 15.6 Unsuccessful bidders' bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB clause 16, but, barring any unforeseen circumstances, not later than 45 days of the award of contract.
- 15.7 The successful bidder's bid security will be discharged/returned upon the bidder, signing and accepting the contract pursuant to ITB clause 33 and furnished the performance security, pursuant to ITB clause 34.
- 15.8 The bid security may be forfeited.
- a. If a bidder:**
- i. Withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form;
- Or
- ii. does not accept the correction of errors pursuant to ITB clause 24.2
- b. in the case of successful bidder, if the bidder fails:**
- i to accept and sign the contract in accordance with ITB clause 33.
- ii to furnish performance security in accordance with ITB clause 34.
- 16. Period of validity of bids**
- Bids shall remain valid for acceptance for 180 (one hundred eighty) days after the date of bid submission prescribed by the purchase, pursuant to ITB clause 19.
- 16.1 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity up to a specified period. The request and the response thereto shall be made in writing (or by e-mail, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under ITB clause 15 shall also be suitably, extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.
- 16.2 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.
- 17. Signing of bid (Bid shall be signed electronically using digital signature)**
- ~~17.1 The bidder shall prepare two copies of the bid, clearly making them "Original Bid" and "Duplicate copy of Bid" respectively. In the event of any discrepancy between them, the original shall govern.~~

D. Instructions for Online Bid Submission

18. 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>.
- 19. REGISTRATION**
- a) 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.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) 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.
- e) 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 DSCs to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 19.1 SEARCHING FOR TENDER DOCUMENTS**
- a) 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.
- b) 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.
- c) 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.

19.2 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) 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.
- c) 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.
- d) 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.

20. SUBMISSION OF BIDS

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) 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.
- e) 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) cells 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.
- f) 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.
- g) 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.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) 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 & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be 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.

21 ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) 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.

E. BID OPENING AND BID EVALUATION

22. Bidders need not come at the time of Technical as well as financial bid opening at ICAR-CSWRI, Avikanagar. They can view live bid opening after login on e-Procurement Portal at their remote end, If bidder wants to join bid opening event at ICAR-CSWRI, Avikanagar then they have to come with bid acknowledge slip that generates after successful submission of online bid.

- 22.1 The interested Firms are required to deposit (in original) and Earnest Money Deposit (EMD) of the amount mentioned against item in the form of Demand Draft/FDR from any of the Nationalised Bank **in favour of ICAR UNIT -CSWRI, Avikanagar payable at SBI, MALPURA** may be addressed to the Administrative Officer, C.S.W.R.I., Avikanagar, Malpura, Distt. Tonk, Rajasthan Pin- 304501 on or before bid opening date and time as mentioned in the Critical Date Sheet.
- 22.2 The firm should send the Original brochures of the product and may be addressed to the **Administrative Officer (Store & Purchase), CSWRI, Avikanagar, Malpura, Distt. Tonk, Rajasthan Pin- 304501 on or before bid opening date and time as mentioned in the Critical Date Sheet.**
23. **Preliminary examination of bids-unresponsive, substantially responsive & responsive bids will be done.**
24. All such bids received without hard copies of EMD and required document/samples/brouchers etc. before the date of tender opening will be considered non-responsive.
- 24.1 The purchaser will examine the bids to determine whether they are complete, whether the required bid validity is available, whether any computational error have been made, whether required bid Security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. While examining the bids, the purchaser will also keep in view the requirements as per ITB Clause 8.
- 24.2 Prior to the detailed evaluation pursuant to ITB clause 26, the purchaser will determine the substantial Responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the requirements and terms & conditions of the bidding documents, including the specification and technical parameters of the goods as projected in the bidding document, without material deviations. Deviations from or objections or reservations to the bidding documents critical provisions, such as those concerning bid validity, technical specification, performance security, warranty obligations, Force Majeure, taxes & duties and applicable law (governing the contract) will be deemed to be material deviations. Bids from an agent without proper authorization from the manufacturer as per ITB clause 13.2(a), shall be treated as non-responsive. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 The purchaser may waive any minor infirmity, non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 24.4 The conclusion drawn by the purchaser as to the substantial responsiveness or otherwise of a bid or consideration of a minor infirmity or non-conformity or irregularity in a bid is final.
- 24.5 If a bid is determined as not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- ~~25. **Conversion to single currency**~~
- ~~25.1 To facilitate evaluation and comparison of bids, the purchaser will comparison of bids, the purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable, to Indian rupees at the BC selling market rate of exchange established by the State Bank Of India for similar transactions as on the date of bid opening.~~
26. **Evaluation and comparison of bids**
- 26.1 The purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB clause 24 for each **schedule separately**. The bid for a schedule will not be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in ITB clause 10, bidders are allowed the option to bid for any one or more schedule and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the purchaser in deciding award(s) for each schedule.
- ~~26.2 The comparison shall be on CIP destination basis, duly delivered and commissioned (as the case may be) at the destination.~~
- 26.3 The purchaser's evaluation of a bid will include and take into account, in addition to bid price and price of the incidental services:
- a) 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 payable on the goods if a contract is awarded to the bidder.
 - b) In case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.
- 26.4 The purchaser's evaluation of bid will also take in to account the following factors in the manner and to the extend specified in the **Schedule of Requirements** and amplified in ITB clause 26.5:
- a. Cost of inland transportation, insurance and other costs within India incidental to delivery of the goods to their final destination as stipulated in the Schedule of Requirements.
 - b. Delivery schedule offered in the bid,
 - c. the cost of components, spare parts and service,
 - d. the availability of spare parts and after-sale service in India for the goods offered in the bid.
 - e. The projected operating and maintenance cost during the life of the equipment.
 - f. Specific additional criteria.
- 26.5 Pursuant to clause 26.4, following evaluation methods will be followed:

- a) ~~**Inland transportation, insurance and incidentals:**
Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to required destination as already indicated in the Schedule of Requirements. These Costs, incurred in India, shall be quoted in Indian currency. Such cost will be added by the purchaser to the EXW/CIF/CIP bid price.~~
- b) **Delivery Schedule:**
The purchaser requires that the goods mentioned in the 'Schedule of Requirements' shall be delivered at the destination within the time schedule specified therein. As and if necessary, the estimated time of arrival of goods from ex-works/port of entry to the destination will be calculated by the purchaser for each bid after allowing for reasonable transportation time based on the published tariff of Railways, appropriate Road Transport Agencies etc. Bids offering deliveries (as worked out on above lines), which are later than the specified delivery but within the allowable range (as specified in the Schedule of Requirements) will be adjusted during the evaluation by adding a factor equal to the percentage specified in the Schedule of Requirements, to the EXW/CIF/CIP price per week of variation from the specified delivery schedule.
- c) **Cost of components and spare parts:**
- i) the list of items and quantities of major assemblies, components and selected spare parts, likely to be required during the initial period off operation as specified in the Schedule of Requirements, is annexed to the Technical specification. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.
- OR
- ii) The purchaser will draw up a list of high usage and high value items of components and spare parts, along with the estimated quantities of usage in the initial period of operation as indicated in the Schedule of Requirements. The total cost of these items and quantities will be computed from the corresponding unit prices quoted by the bidder and added to the bid price.
- OR
- iii) the purchaser will estimate that cost of spare parts usage in the initial period of operation specified in the Schedule of Requirements, based on the information furnished by each bidder, as well as on the past experience of the purchaser or other purchaser in similar situations. Such costs shall be added in the bid price for evaluation.
- d. **Availability of spare parts and after sales service facilities in India:**
The cost to the purchaser of establishing the required service facilities and parts inventories, as outlined in the Schedule of Requirements of elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
- e. **The projected operating and maintenance cost during the life of the equipment:**
These costs, which form a major portion of the life cycle cost of the equipment, will be evaluated in accordance with the criteria specified in the **Schedule of Requirements** and/or in the Technical Specifications.
- f. **Specific additional criteria:**
Other specific additional criteria to be considered in the bid evaluation and the corresponding evaluation method shall be incorporated in the **Schedule of Requirements** and/or in the Technical Specifications.
- 27. Bidder's capability to perform the contract**
- 27.1 The purchaser will determine to its satisfaction whether the bidder, which is selected as having submitted the lowest evaluated responsive bid, is qualified and prima facie capable to perform the contract satisfactorily.
- 27.2 The determination will take into account the bidder's financial, technical and production capabilities for fulfilling all the requirements of the purchaser as specified in the bidding documents. This exercise will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB clause 2 and 13, as well as such other allied information as the purchaser deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.
- 28. Purchaser's right to vary quantities at the time of award.**
- 28.1** The purchaser reserves the right at the time of awarding the contract to increase or decrease by up to 25%, the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.
- 29. Contacting the purchaser**
- 29.1 From the time of the bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.
- 29.2 Any effort by a bidder to influence the purchaser in the purchaser's decision on bid evaluation, bid comparison or contract award shall result in the rejection of the bidder's bid, besides other suitable administrative actions against the bidder, as deemed fit by the purchaser.

F. AWARD OF CONTRACT

- 30 Award Criteria**
- 30.1 Subject to ITB clause 28, the purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified and prima facie capable to perform the contract satisfactorily.

- 31. Purchaser's right to accept any bid and to reject any or all bids**
- 31.1 The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability, whatsoever, to the affected bidder or bidders.
- 32. Notification of award**
- 32.1 Before the expiry of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by e-mail/fax, to be confirmed in writing by registered letter that its bid has been accepted. The schedule(s) of requirement and the corresponding quantity of the item(s) ordered, which has been accepted, will, inter-alia, be mentioned in the notification.
- 32.2 The notification of award will constitute the formation of the contract.
- 32.3 Upon the successful bidder's furnishing the performance security, pursuant to ITB clause 34, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB clause 15.
- 33. Signing of contract**
- 33.1 At the same time as purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send to the bidder by registered post or speed post, the contract form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 Within twenty-one (21) days of issue of the contract form by the purchaser, the successful bidder shall sign and date the contract and return it to the purchaser by registered post or speed post.
- 34. Performance security**
- 34.1 Within twenty-one (21) days of the issue of notification of award by the purchaser, the successful bidder shall furnish the performance security in accordance with and as per the instructions incorporated in the general conditions of contract with regard to performance security.
- 34.2 Failure of the successful bidder to comply with the requirement of clause 33 or clause 34 shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

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Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501

SECTION –III

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (G.C.C)

1. Definitions

1.1 In this contract the following terms shall be interpreted as indicated.

- “IFB” means invitation for bids
- a) “ITB” means Instruction of Bidders.
- b) “GCC” means General Conditions of Contract
- c) ‘RC’ means rate Contract
- d) “Contract” means a legal agreement entered into between the purchaser and the supplier, as recorded in the agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- e) “Contract Price” means the price payable to the supplier under a contract for the full and proper performance of its contractual obligations.
- f) “Goods” means all the items, materials, equipment and/or machinery, which the supplier is required to supply to the purchaser in terms of a contract.
- g) “Services” means the services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under a contract.
- h) “Purchaser” means the buyer named in a bidding document and in the corresponding contract, purchasing the goods ordered and includes its successor and/or assignees.
- i) “Consignee” means the individual or body to whom the contracted goods are required to be delivered as per the terms and the conditions incorporated in a contract.
- j) “Supplier” means the individual or firm supplying the goods under a contract and includes its successor and/assignees.
- k) “Day” means calendar day of the Gregorian calendar.
- l) “Month” means calendar month of the Gregorian calendar.

2. Application

2.1 These general conditions of contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.

3. Country of origin

3.1 All goods and services supplied under the contract shall have their origin in India or in the countries, with which the Government of India has trade relations.

3.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown or produced or from which the services are supplied. Goods are produced when through manufacturing, processing and substantial or major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the supplier.

4. Standards

4.1 The goods supplied under this contract shall conform to the standards mentioned in the “Technical Specifications” and when no applicable standard is mentioned, to the latest authoritative standards as applicable to the goods country of origin.

5. Use of contract documents and information

5.1 The supplier shall not, without the purchaser’s prior written consent disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in the performance of the contract. Also, disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not without the purchaser’s prior written consent, make use of any document or information enumerated in GCC sub clause 5.1 except for the purpose of performing the contract.

5.3 Every document other than the contract itself, mentioned in GCC sub-clause 5.1, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier’s performance under the contract, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall at all times indemnify the purchaser, free of cost, against all third- party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods or any part thereof in India.

7. Performance Security

- 7.1 Within 21 (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 off 10% (ten per cent) of the contract value, valid up to 60 (sixty) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 7.2 In the event of any correction of defects or a replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of twelve months from the date of the correction/replacement and the Performance Security for the proportionate value (which will be determined by the purchaser in consultation with the supplier) shall be extended by 60 (sixty) days over and above the extended warranty period.
- 7.3 In the event of any contract amendment, the supplier shall, within 21 (twenty one) days of issue of such amendment, furnish the necessary amendment to the performance Security, rendering the same valid in all respects in terms of the contract, as amended.
- 7.4 The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 7.5 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:
- Demand Draft on any scheduled commercial bank in India, to be drawn in favour of the purchaser as indicated in the Schedule of Requirements.
 - Bank Guarantee issues by a scheduled commercial bank in India, in the prescribed form as provided in section VII/4 of this bidding document.
 - FDR on any scheduled commercial bank in India, to be drawn in favour of the purchaser as indicated in the Schedule of Requirements
- 7.6 Subject to GCC sub-clause 7.4 above, the performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's contractual obligations including the warranty obligations under the contract.

8. Inspection and tests

- 8.1 The purchaser and/or its nominated representative(s) shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specification and other technical details incorporated in the contract at no extra cost to the purchaser. The **Schedule of Requirements** and the Technical Specification incorporated in the bidding document shall specify what inspections and tests, the purchaser requires and where and how they are to be conducted. The purchaser shall notify, in advance, the supplier in writing, of the identity of any representative(s) for this purpose.
- 8.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s) at the point of delivery and/or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance including access to relevant drawings, design details and production data, shall be furnished by the supplier to the inspectors at no charge to the purchaser.
- 8.3 Should any inspected or tested goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alteration necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser for conducting the inspections and tests again within the stipulated time.
- 8.4 Where the contract stipulates pre-dispatch inspection by the purchaser's nominated inspecting agency, the supplier shall put up the goods for inspection to the inspecting agency well ahead of time so that the inspecting agency is able to complete the inspection within the stipulated delivery period. If the goods are tendered for inspection at the last moment without providing reasonable time to the inspection agency for completing the inspection, the inspecting agency 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 items 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.
- 8.5 The purchaser's right to inspect, test and where necessary reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the dispatch of the goods from the country of origin or from the supplier premises.
- 8.6 Nothing in GCC clause 8 shall in any way, release the supplier from any warranty or other obligations under the contract.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during their transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling and exposure to extreme temperatures, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also be taken into consideration, where applicable, the available inland mode(s) of transport in India, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit Further limitations

and / or mandatory instructions, if any, in the weights, volumes and sizes of the packages shall also be taken care of by the supplier.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements if any, as shall be expressly provided for in the contract, including additional requirements, if any, specified in the **Schedule of Requirements** and any subsequent instructions given by the purchaser.

9.3 Packing instructions:

The supplier will be required to make separate packages for each consignee named in the contract. Each package will be marked by the supplier at its own expense, on three sides with indelible ink/paint, with following details:

- a) Contract no. and date
- b) Name and address of the consignee
- c) Name and address of the supplier
- d) Brief description of goods
- e) Gross weight and outer dimension of the package
- f) Country of origin of goods
- g) Packing list reference no. and
- h) Any other requirement, relevant to the contract.

10. Delivery of goods (FOR destination i.e. CSWRI, Avikanagar)

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award and in the contract.

~~10.2 For the purposes of the contract, "FOB", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meaning assigned to them in the current edition of "Incoterms" which are international commercial shipping terms, published by International Chamber of Commerce, Paris, France.~~

11. ~~Transportation~~

~~11.1. Where the supplier is required under the contract to deliver the goods F.O.B. transportation of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.~~

~~11.2. Where the supplier is required under the contract to deliver the goods CIF or C.I.P. transportation of the goods to the port of destination or such other specified place of destination in India, as shall be mentioned in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.~~

~~11.3. Where the supplier is required under the contract to deliver the goods CIF or CIP within India, the supplier shall arrange the shipment by Indian flag vessels or vessels of Conference lines in which India is a member. Where the supplier is required under the contract to deliver the goods F.O.B and also to arrange on behalf and the expense of the purchaser for ocean transportation on Indian flag vessels or Conference line vessels are not available to transport the goods within the time frame specified in the contract. However, before arranging such alternative transportation, the supplier shall obtain prior concurrence of the purchaser for the same.~~

~~11.4. The supplier shall not arrange part shipments and/or trans shipment without the prior written consent of the purchaser.~~

~~11.5. In case the supplier violates any of the aforementioned instructions, the supplier shall be liable for all consequences (including financial loss) that the purchaser may face due to such violations.~~

12. ~~Insurance~~

~~12.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as indicated below in this clause (viz. GCC clause 12).~~

~~12.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis, the supplier shall arrange and pay for the cargo insurance, naming the purchaser as the beneficiary. Where delivery is on FOB basis, the insurance shall be the responsibility of the purchaser.~~

~~12.3 In the case of contract on CIF or CIP basis, the insurance shall be for an amount equal to 110% (one hundred and ten per cent) of the CIF or CIP value of the goods from "warehouse" to "warehouse" (final destination) on "all risks" basis including war risks and strikes.~~

13. Distribution of dispatch documents (If applicable)

13.1 The shipping and other documents as well as dispatch details to be furnished by the supplier to the purchaser and/or to the purchaser's nominated authorities to enable the purchaser and/or its nominated authorities to clear and/or accept the goods will depend on the mode of dispatch of the goods and the terms of delivery, as specified in the Schedule of Requirements and in the contract and, subject to the same, the instructions in this regard will be as indicated below:

a) **For goods supplied from abroad:**

Within 24 hours of shipment, the supplier shall notify the purchaser and its nominated authorities (as specified in the contract) and the insurance company by cable or telex or fax, the full details of the shipment including

contract number, description of goods, quantity, the vessel, the bill of lading number and date/airway bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of entry etc. Further, the supplier shall also immediately dispatch by registered air-mail the specified number of copies of the following documents to the above authorities:

- i) Supplier's invoice showing contract number, description of goods, quantity, unit price and total amount;
- ii) Original and copies of the negotiable, clean, on-board bill of lading marked freight to pay and copies of non-negotiable bill of lading;
- iii) Copies of packing list identifying the contents of each package;
- iv) Insurance certificate;
- v) Manufacturer's/supplier's warranty certificate;
- vi) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency (if so specified) and the supplier's factory inspection report; and
- vii) Certificate of origin.

The above documents shall be received by the purchaser and other authorities mentioned above at least one week before the arrival of goods at the port or place of arrival and, if not received, the supplier will be responsible for any consequent expenses.

b) For goods supplied from within India:

Within 24 hours of dispatch of the goods, the supplier shall notify the complete dispatch details to the purchaser and/or the purchaser's nominated authorities (as specified in the contract) and the insurance company. The supplier shall also mail the specified number of copies of the following documents to them:

- i) The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount;
- ii) Railway receipt or Delivery note;
- iii) Packing list identifying contents of each package;
- iv) Insurance certificate;
- v) Manufacturer's/Supplier's warranty certificate;
- vi) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency (is so specified) and the supplier's factory inspection report; and
- vii) Certificate of origin.

The purchaser shall receive the documents at least one week before the arrival of the goods (except where it is handed over to the consignee with all the documents) and if not received, the supplier will be responsible for any consequent expenses.

The documents to be provided by the supplier for claiming payment are specified in GCC clause 17 ("Payment").

14. Incidental Services

14.1 The purchaser may include in the contract any or all following services and/or some additional services, if specified in the **Schedule of Requirements** and the supplier is required to provide the same:

- a) Performance or supervision of onsite assembly and/or start-up of the supplied goods,
- b) Furnishing of tools required for assembly and/or maintenance of the supplied goods,
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods,
- d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed to by the parties, provided that this service shall not relieve the supplier of any warranty obligations under the contract, and
- e) Training the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods.

15. Spare parts

15.1 As specified in the Schedule of Requirements, the supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured and/or distributed by the supplier.

- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this will not relieve the supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
 - i) advance notice to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and
 - ii) Immediately following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods. Other spare parts and components shall be supplied as promptly as possible but in any case within three months of placement of order and opening the letter of credit.

16. Warranty

- 16.1 The supplier warrants that the goods supplied under the contract is new unused of the most recent current models and incorporate all recent improvements in design and materials unless provided otherwise 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.
- 16.2 This warranty shall remain valid for 12 (twelve) months or indicated in technical specification of the equipment 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 or for 18 (eighteen) months from the date of dispatch from the supplier's works for domestic goods or for 21 (twenty-one) months after the date of shipment from the port or place of loading in the source country for imported goods, whichever is earlier, unless specified otherwise in the Schedule of Requirements.
- 16.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 16.4 Upon receipt of such notice, the supplier shall with all reasonable speed (or within the period), if specified in the Schedule of Requirements and the contract), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- 16.5 In the event of any correction of a defect or replacement of any defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12(twelve) months from the date, such corrected/replaced material starts functioning to the satisfaction of the purchaser.
- 16.6 If the supplier, having been notified, fails to remedy the defect(s) within the reasonable period, if specified in the **Schedule of Requirements and the contract**), the purchaser may proceed to take such remedial action as may be necessary at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier, under the contract.

17. Payment: the payment will be made after successfully supply/installation of the equipment or if training required payment will be made after successfully training.

- 17.1 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.

~~17.2 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 contract 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 others as per GCC sub clause 10.3(a).~~

~~b) Supplier's 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 despatch 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 pro forma 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 confirming that the goods have been delivered, full 100% payment has been made to the foreign supplier and all other contractual obligations, have been performed by the supplier and its agent for claiming this payment.

This 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), in the following manner:~~

~~i) on delivery 90% of the contract price shall be paid on receipt of the goods by the consignee and upon submission of following documents to the paying authority.~~

~~i) The supplier's invoice showing contract number description of goods, quantity, unit price and the total amount.~~

~~ii) Railway receipt or Delivery note.~~

~~iii) Packing list identifying contents of each package.~~

~~iv) Insurance certificate;~~

~~v) Manufacturer's/Supplier's warranty certificate.~~

~~vi) Pre dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report.~~

~~vii) Certificate of origin~~

~~viii) Provisional receipt certificate for the corresponding delivery, issued by the consignee and~~

~~ix) Any other document(s) and/or modification of above documents specified in the Schedule of Requirements and the contract.~~

ii) ~~on final acceptance~~

~~the remaining 10% of the contract price shall be paid to the supplier within 30 (thirty) days of receipt of its claim, duly supported by the final acceptance certificate for the corresponding delivery issued by the purchaser's representative in the Proforma given in section.....of the bidding documents.~~

C) ~~Payment of 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.~~

17.3 ~~Operation of the letter of credit:~~

~~i) 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 suppliers account.~~

~~iii) 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.~~

18. Prices

18.1 Prices charged by the supplier for the goods supplied and the services performed under the contract shall not vary from the prices quoted by the supplier in its bid with the exception of any price adjustment authorized in the Schedule of Requirements.

19. Modification of contract.

19.1 The purchaser may at any time, by a written order given to the supplier pursuant to GCC clause 31, make changes and modifications within the general scope of contract in any one or more of the following:

a) drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser,

b) the mode of packing

c) the mode of dispatch

d) the place of delivery

e) the services to be provided by the supplier, and/or

f) any other area(s) of the contract, depending on the merits of the case.

19.2 If any change causes an increase or decrease in the cost of or in the time required for the supplier's performance of any provision under the contract, an equitable adjustment shall be made in the contract price or contract delivery schedule or both and the contract shall be amended accordingly. Any claim by the supplier for adjustment under this clause must be asserted within 21(twenty-one) days from the date of the supplier's receipt of the purchaser's amendment/modification of the contract.

19.3 Subject to GCC sub-clauses 19.1 and 19.2 no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

20. Assignment

- 20.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 21. Sub Contracts**
- 21.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notifications, in its original bid or later, shall not relieve the supplier from any liability or obligation, whatsoever under the contract.
- 21.2 Subcontract shall be only for bought-out items and sub-assemblies.
- 21.3** Subcontracts must comply with the provisions of GCC clause 3.
- 22. Delays in the Supplier's performance**
- 22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the **"Schedule of Requirements"**.
- 22.2 Except as provided under GCC clause 25, any unexcused delay by the supplier in maintaining its contractual delivery obligations shall render the supplier liable to any or all of the following sanctions:
- Imposition of liquidated damages,
 - Forfeiture of its performance security and/or
 - Termination of the contract for default.
- 22.3 If at any time during the performance of the contract, the supplier or its sub-contractor(s) should encounter conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). After the receipt of the supplier's notice, the purchaser as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.
- 22.4 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 25, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already.
- Further, during the above mentioned delayed period of supply and/or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during the period of delay.
- 24. Termination for default**
- 24.1 The purchaser, without prejudice to any other remedy for breach of contract may by written notice of default sent 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 clause 22.
- 24.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC sub-clause 24.1, the purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, goods and/or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods and/or services. However, the supplier shall continue to perform the contract to the extent not terminated.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC clauses 22,23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such

conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for insolvency

26.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any compensation to the supplier, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/or will accrue thereafter to the purchaser.

27. Termination for convenience

27.1 The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser's convenience, the extent to which performance of the supplier under the contract is terminated, and the date with effect from which such termination becomes effective.

27.2 The goods that are complete and ready for shipment within 30 (thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

- a) to have any portion completed and delivered at the contract terms and prices; and /or
- b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts already procured by the supplier for fulfilling the contractual obligations.

28. Resolution of disputes

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

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given in accordance with GCC sub-clause 28.2, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

28.4. The dispute resolution mechanism to be applied pursuant to GCC sub-clause 28.3 shall be as follows:-

- a) If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussion. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.
- b) The decision of majority of arbitrators shall be final and binding upon both the parties.
- c) The cost and expenses of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

28.5. However, where the value of the contract is Rs.15 lacs (Rupees one and half million) and below, the disputes of differences arising in it shall be referred to a sole arbitrator. The sole arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree on arbitrator within 30 (thirty) days from the receipt of a request by one party from the other party to so agree, the appointment shall be made upon request of a party, by the Indian Council of Arbitration or the President of the Institution of Engineers (India).

28.6 The venue of arbitration shall be the place from where the contract is issued.

29. Governing language

29.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written in English.

30. Applicable law

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

31. Notice

31.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by e-mail and confirmed in writing to the addresses specified in the **Schedule of Requirements**.

31.2 A notice shall be effective when delivered or on the notice's effective whichever is letter

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamps duties, license fees and other such levies imposed outside India.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted goods to the purchaser.
- 32.3 Further instruction if any shall be as provided in the **Schedule of Requirements**.

**SECTION – IV
SCHEDULE OF REQUIRMENTS**

There are three parts under Schedule of Requirements.

Part-1 Mentions the details of Requirements and allied serviced, schedule-wise separately. Part-2 provides the specific information and details in relation to the corresponding clause of section II (Instruction to Bidders). Part-3 provides specific information and details to the corresponding clauses of section III (General Conditions of Contract). Provision of clause 4.2 of Instruction to Bidders shall apply

Part-1, Part-2, Part-3, applicable for this bidding document and provided in the subsequent pages.

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Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501

PART-1 of Schedule of Requirements (Section- IV)

Schedule-I

List of items to be purchased through open tender

Sr. No.	File No.	Name of items	Estimated cost (Rs. In lakhs)	Qty.	EMD (Rs. In Lakhs)	Last date & time for submitting of tender	Last date & time for opening of tender
1.	1(824)SP/2024	Padding mangle	05.00	01	00.10	12-02-2024	13-02-2024

Note : for detailed specifications of each item refer section V of tender document.

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Part – 2 of Schedule of requirements (Section-IV)

The Firms are also required to upload scanned copies of the following documents:

1. Scanned copy of Firm Registration certificate
2. Scanned copy of Pan Card and GST No.
3. Scanned copy of Questionnaire
4. Scanned copy of ink signed with seal tender specific authorization from OEM or authorized supplier/dealer of foreign firm
5. Scanned copy of latest ITR
6. Scanned copy of User list/purchase order of its satisfactory installation
7. Scanned copy of undertaking that firm has not blacklisted by any government organization
8. Scanned copy of Make and Model of all systems, sub systems and additional items should be mentioned in the technical details should be provided in the form of Boucher's and write-ups. with technical specification or compliance report.
9. Scanned copy of D.D. of E.M.D.
10. Scanned copy of Tender acceptance letter (as per Annexure I)
11. Scanned copy of declaration of least price of the equipment (as per Annexure II)

All necessary documents in support of the details for S.No. 1 to 11 must accompany the technical bid. The bid is liable to be rejected in case documents are not uploaded in the technical bid on CPP Portal, documents are incomplete or in case any certification/registration has already expired but is yet to be renewed. Only essential and necessary valid documents are to be uploaded in the technical bid. Please avoid uploading extraneous and irrelevant documents which unnecessary cause confusion.

Submission of Bids

7. Address for send of EMD/Tender Fee & Technical Brochure etc.,: **The Assistant Administrative Officer, ICAR- Central Sheep & Wool Research Institute , Avikanagar Tehsil Malpura Distt. Tonk 304501 (Rajasthan).**
8. **Deadline for submission of bid is** = **12-02-2024: upto 15.00 hrs (3.00 PM)**
9. Time and date of bid opening is
 - a. **Technical bid** = **13-02-2024 : at 15.00 hrs (3.00 PM)**
 - b. **Financial Bid.** = **To be notified in due course of time to the concerned technically qualified bidders.**
10. **Place of Bid opening** : **CSWRI, AVIKANAGAR.**

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Part -3 of Schedule of Requirements (Section –IV)

1. Inspection and tests: As per Clause No.8 of General Condition of Contract.
2. Packing: As per Clause No.9 of General Condition of Contract.
3. Insurance: As per Clause No.12 of General Condition of Contract.
4. Distribution of dispatch Documents: as per clause No.13 of General Condition of Contract.
5. Incidental Charges: As per Clause No.14 of General Condition of Contract.
6. Warranty: As per Clause No.16 of General Condition of Contract.
7. Payment: The designation and address of paying authority is; The Director, ICAR-Central Sheep & Wool Research Institute, Avikanagar Tehsil Malpura Distt. Tonk 304501 (Rajasthan).
8. Prices: The Institute is entitled to avail the concessional rate of Custom and Excise duty; therefore rate should be quoted accordingly.
9. Resolution of Disputes: As per Clause No.28 of General Condition of Contract.
10. Notices:

The address of the Purchaser for the purpose is:

The Director, ICAR-Central Sheep & Wool Research Institute, Avikanagar Tehsil Malpura Distt. Tonk 304501 (Rajasthan).
11. Taxes and duties: No Form “D”, “C” will be issued by this Institute. Rest terms as per Clause No.32 of General Condition of Contract.

SECTION -V
TECHINICAL SPECIFICATION
AND QUALITY CONTROL REQUIREMENTS

Item No.	Description of goods & Specification
Q	<p><u>Padding mangle : Quantity 01</u></p> <p>2 Bowl Universal Padding Mangle with both horizontal and vertical Mode of Operations with suitable air compressor Specification of the padding mangle Working width : 600mm Bowl dia : 120-140mm Mode of Operation : Universal (both horizontal and vertical mode) Rubber roll hardness :65-70 shore Speed : variable (max-3 metres/min) Temperature range : 25-90deg Trough capacity : 750-900 ml Electrical supply : 230V AC, Single Phase Squeezing Pressure : 3.5-4.0 Kg/cm² Specifications of the Air Compressor Power : 0.5 HP No. of Piston : 1 Other : Cut –off Switch, "belt guard"</p>

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Section-VI

QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. IN CASE A QUESTION DOES NOT APPLY TO A BIDDER, THE SAME SHOULD BE ANSWERED WITH THE REMARK "NOT APPLICABLE". BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE THE BID WILL BE LIABLE TO BE IGNORED.

1. Bid No..... Date for bid opening on.....
2. Offer is open for acceptance
3. Brand of goods offered :
4. Name & address of manufacturer :
5. Station of Manufacturer. :
6. What is your permanent Income: :
Tax A/C No.
7. Confirm whether you have attached your latest/current ITCC or certified photocopy thereof.
8. Status :
 - (a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D) for the item(s) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.
 - (b) Are you a small scale unit currently registered with the National Small Industries Corporation (NSIC) under Single Point Registration Scheme for the items(s) quoted ? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.
 - (c) If you are not registered either with NSIC or DGS&D, please state whether you are currently registered with Directorate of Industries of the State Government concerned. If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.
 - (d) Are you registered under the Indian Companies Act, 1956 or any other Act? Please attach certified copy (copies) of the relevant registration certificate(s) in confirmation to you above answer(s).
9. Please indicate
Name & Full address of your Banker(s):
10. Whether you are :
 - i) Manufacturer of the goods quoted; or
 - ii) Manufacturer's authorized agent for those goods.
12. State whether business dealings with you have been currently banned by any Ministry/Deptt. Of Central Govt. or any State Govt.

Signature of Witness

Name & address of Witness

Signature of Bidder

Full name, designation & address of
the person signing above For and on
behalf of Messrs.

.....
Name & address of bidding firm)

SECTION VII/1

BID FORM AND BOQS

To

Date.....

The Director
ICAR-Central Sheep & Wool Research Institute
Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501

Ref:- Your bidding documents No..... dated.....

Having examined the above mentioned bidding documents, including agenda Nos.....(if any), the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver equipments/items mentioned in Part-1 of Schedule of requirements in conformity with the said bidding documents for the sum as shown in the BOQs, attached herewith and made part of this bid.

We undertake if our bid is accepted, to deliver the goods and complete the services in accordance with the delivery schedule specified in the **Schedule of requirements** after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions specified in GCC clause 7 and in a form accept bid to you in terms of GCC clause 7.5 for a sum equivalent to 10% (ten percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the bid validity period specified in th ITB clause 15(read with modification, if any, in the Bid Data Sheet) or for the subsequently extended period, if any, agreed to by us and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

Until a format contract is prepared and executed this bid together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of.....2017.....

Signature
(in the capacity of)
Duly authorized to sign bid for and on behalf of)

(Printed on letter head of firm)

TO WHOM IT MAY CONCERN

**We hereby certify that our firm M/s.....
.....
has not been black listed by any Government, or semi-government
department in India.**

(Signature of the Firm with Seal)

**BOQ FOR DOMESTIC GOODS OR
GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA (IF APPLICABLE)**

S.No.	Particulars	
1.	Schedule No.	
2.	Item description	
3.	Country of Origin	
4.	Accounting Unit and Quantity	
5.	Price per Unit	
	(a) Ex-factory/Ex-Warehouse/ Ex-Showroom off the shelf	
	(b) Excise Duty, if any	
	(c) Packing and forwarding	
	(d) In-land transportation	
	(e) Insurance other duties and taxes, If any (other than sales tax) and incidental costs	
	(f) Incidental service (including supervision)	
6.	Overall Unit Price (a+b+c+d+e+f)	
7.	Total Price (4x6)	
8.	Sales Tax payable, if contract is awarded	

Total bid price in Rupees (in figures)

(in words)

Place :

Date :

Signature of bidder

Name

Business address

Note:

- i. In case of discrepancy between unit price and total price, the unit price shall prevail.
- ii) If nothing to the contrary to this effect is mentioned under Section V (Technical Specification and Quality Control Requirements), the bidder shall give list of spare parts for two years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' give in Section V.

**BOQ FOR GOODS TO BE IMPORTED FROM ABROAD
(IF APPLICABLE)**

S.No.	Particulars	
1.	Schedule No.	
2.	Item description	
3.	Country of Origin	
4.	Accounting Unit and Quantity	
5.	Price per Unit	
	(a) Unit Price FOB Port of loading	
	(b) Inland transportation charges, Insurance and other local costs Incidental to delivery, if specified.	
	(c) Incidental services including supervision	
6.	Overall Unit Price (a + b+c)	
7.	Total Price (4 x6)	
8.	Indian Agent's name	
9.	Indian Agent/s Commission as a percentage of FOB price included in the Quoted price.	
10.	Shipment weight and volume	

Total bid price in Rupees (in figures)

(in words).....

Place :

Date :

Signature of bidder

Name :

Business address:

Note:

- i) In case of discrepancy between unit price and total price, the unit price shall prevail.
- ii) If nothing to the contrary to this effect is mentioned under Section V (Technical Specification and Quality Control Requirements), the bidder shall give list of spare parts for two years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' give in Section V.
- iii) Indian Agent's commission shall be paid in Indian Rupees only. No change due to exchange variation shall be allowed.

Section VII/2

BANK GUARANTEE FORM FOR BID SECURITY

Whereas..... (name of bidder) (hereinafter called “the bidder”) has submitted his bid dated(date) for the supply of(brief description of the relevant goods and services) (hereinafter called “the bid”). Against the purchaser’s tender enquiry No.....

KNOW ALL PEOPLE by these presents that We(name of the bank) having registered office at(full address) (hereinafter called “the bank”) are bound into(name of the purchaser) (hereinafter called the purchaser”) in the sum of(amount in figures and in words) for which payment well 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 of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the bidder/ tenderer Withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the bidder/tenderer having been notified of the acceptance of its tender by the Purchaser during the period of bid validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay to 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 of the above mentioned two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 (forty five) days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

.....

Signature of the Bank Seal of the Bank

.....

Name and designation of the officer

.....

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

Date : & Place

SECTION VII/3

MANUFACTURER'S AUTHORISATION FORM

To

The Director
ICAR-Central Sheep & Wool Research Institute
Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501

Ref: your Bidding Documents No.....dated.....

Dear Sir,

We....., who are established and reputable manufacturers of(name and description of the goods offered in the bid) having factories athereby authorize Messrs.....(name and address of the agent) to submit a bid, negotiate (as and if necessary) and conclude the contract with you against your above mentioned Bidding Documents for the above goods manufactured by us.

No company or firm or individual other than Messrs.....(name and address of the above agent) is authorized to bid, negotiate and conclude the contract against this specific Bidding Documents for the above mentioned goods manufactured by us.

We hereby extend our full guarantee and warranty 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 against this Bidding Document by the above firm.

Yours faithfully,

(Signature name and designation)

for and 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. The authorization Certificate should be from the "Manufacturer" only and certificate from any other firm/person including OEM arrangements would not be accepted.

SECTION VII/4
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Director
ICAR-Central Sheep & Wool Research Institute
Avikanagar Tehsil Malpura Distt. Tonk (Rajasthan) 304501

Whereas.....(name and address of the supplier) herein after called “the supplier”) has taken, in pursuance of contract NO..... dated.....to supply.....(description of goods and services) (hereinafter called “the contract)

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank acceptable to you, for the sum specified therein as security for compliance with its (supplier’s) 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 (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, 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 or the sum specified therein.

We further undertake to pay you the sum so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceedings pending before any court or tribunal relating liability under this present being absolute and univocal.

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

We further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time of performance by the supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the supplier and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability under this guarantee.

This guarantee shall be valid and shall remain in force until.....day of20.....

Dated the.....day of.....20
For
(name of the Bank)

Signature.....
Name of the officer.....
(in Block letters)
Designation of the officer.....
Code No.....
Name of the Bank and full address

SECTION VII/5
CONTRACT FORM

Address of the purchaser's
Office issuing the contract

Contract No.
Date

This is in continuation to this office' Notification of Award No. dated

1. Name & address of the Supplier.
2. Purchaser's bidding documents No..... dated..... (followed by further communication No. and date, if any, from the purchaser to the supplier)
3. Supplier's bid No dated (followed by further communication No. and date, if any, from the supplier to the purchaser).
4. The documents, which are deemed to form and be read and construed as part of this contract are:
 - (a) the Bid form and the BOQ (BOQ) submitted by the bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specification and Quality Control Requirements.
 - (d) the General Conditions of Contract; and
 - (e) the purchaser's Notification of Award

Certain stipulations out of the above documents are reproduced below for ready reference.
However, the words and expressions used in this contract agreement shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to:-

5. Details of Performance Security.,
6. Brief particulars of the goods and services, which shall be supplied/provided by the supplier is as under:

Schedule no.	Brief description of goods/services	Accounting unit	Quality to be supplied	Unit Price	Total Price	Delivery Terms (FOB/ CIF/Free Delivery at site /CIP etc.)

Total value (in figure) (in words)

7. Delivery schedule
8. Details of inspection, test and quality assurance
 - (a) Designation and address of inspection agency
 - (b) Mode(s) and place (s) of conducting inspections and tests.
9. Transit Insurance
10. Dispatch Instructions
11. Details of consignee (including port consignee, if any)
12. Payment terms
13. Paying Authority
14. Warranty clause

.....
(Signature, name and address
of the purchaser's authorized functionary
signing the contract

For and on behalf of
Received and accepted this contract
Agreement

.....
(Signature, name and address of the supplier's authorized executive)

For and on behalf of
(Name and address of the supplier)

.....
(Seal of the supplier
Date and Place :

**TENDER ACCEPTANCE LETTER
(to be given on company letter head)**

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 like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation 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 document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the 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)

Declaration of Least Price of equipment

फर्म का नाम-----(फर्म के लेटर हेड पर)

प्रमाण पत्र

क्रमांक-----

दिनांक :

प्रमाणित किया जाता है कि हमारे द्वारा
----- उपकरण की तकनीकी विशिष्टताओं के
अनुसार निविदा में दर्शाई गई दरों से कम दरों पर किसी भी संस्थान /
संस्था को उपकरण की आपूर्ति / विक्रय नहीं किया गया है ।

निविदादाता के हस्ताक्षर
मय सील