

Procuring Entity	[Fill up Name of the Organisation]		
Bid Identification No:	[Fill up Tender No]	Date	[Fill up Issue/ Release date]
BID DOCUMENT		VOLUME 2	
For the Procurement of:	Rate Contract for Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns		

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Sections I, III, V to VIII are in Bid Document Volume 1.

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[Name of Procuring Entity]

DISCLAIMER

The information contained in this Bid Document (the "Document") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form directly or indirectly by the Procuring Entity as identified in the para 2 of NIT, (hereafter referred to as the "Purchaser") for and on behalf of 'The Authority' (as identified in the para 2 of the NIT) or any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in this "Document" and such other terms and conditions subject to which such information is provided.

This "Document" is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective Bidder(s) or any other party hereunder. The purpose of this "Document" is to provide the Bidder(s) with information to assist them in the formulation of their proposal submission. This "Document" does not purport to contain all the information Bidder(s) may require. This "Document" may not be appropriate for all persons, and it is not possible for the Purchaser to consider particular needs of each Bidder. Each Bidder should conduct its own due-diligence, investigation and analysis, and should check the accuracy, reliability and completeness of the information in this "Document" and obtain independent advice from appropriate sources.

Information provided in this "Document" to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this "Document" or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the "Document" and any assessment, assumption, statement or information contained therein or deemed to form part of this "Document" or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this "Document".

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this "Document".

The issue of this "Document" does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide against the procurement of the subject requirements at any stage without assigning any reason.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This disclaimer forms an integral part of the Bidding Document and shall supplement but not supplant the provision of the Bidding document.



SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 This Bid Document relates to invitation of Bids from eligible and qualified Salt Manufacturers for entering into Rate Contract for the requirements listed in Section – VI - “Schedule of Requirements”, which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.2 **Double Fortified Salt (DFS):** Iron deficiency (Anaemia) and iodine deficiency are significant health problems affecting the people of India. The effects of anaemia and micronutrient deficiencies on energy levels, cognition, and other areas are well known and documented by the Government of India and the World Health Organization. Double Fortified Salt (DFS) means edible salt fortified with iron and iodine. The objective of this tender is to provide high-quality Double Fortified Salt to the consumers of the state to help promote public health and alleviate malnutrition, in particular by addressing anaemia and micronutrient deficiencies. Given the health objective of the programme, obtaining DFS that is of highest quality, and in particular the highest efficacy in improving health, is of the utmost importance.
- 1.3 Definitions and abbreviations, which have been used in these Bid documents, shall have the meanings as indicated in Section IV: General Conditions of Contract (GCC).
- 1.4 This section (Section II - “Instructions to Bidders” - ITB) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, ITB is not intended to be complete by itself and the rest of this document - AITB, GCC and SCC in particular may also be thoroughly studied before filling up the Bid Document. There would be certain topics covered in ITB/ AITB as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5 The tenderers should also read the Additional Instructions to Bidders (AITB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the ITB and the AITB, the provisions contained in the AITB shall prevail over those in the ITB.

2. Eligible Bidders

- 2.1 Any bidder participating in the procurement process shall:
 - (a) be a natural person or private entity or legally and financial autonomous Government owned enterprises;
 - (b) Unless otherwise stipulated in the AITB, not be a Joint Venture/ Consortium;
 - (c) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities

suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

- (d) not be under a declaration of ineligibility for corrupt and fraudulent practices by the central government, the state government or any public undertaking, autonomous body, authority by whatever name called under the central or the state government;
- (e) not have, and their proprietor of the firm, its employee, partner or representative, directors and officers convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings within a period of three years preceding the commencement of the procurement process;
- (f) not have a conflict of interest as may be prescribed and specified in the pre-qualification documents, bidder registration documents or bidding documents, which materially affects fair competition;
- (g) Fulfil any other additional eligibility condition, if any, as may be prescribed, in AITB or Schedule VI, VII or VIII.

3. Eligible Goods

- 3.1 Unless otherwise stipulated in AITB, Only goods and related services to be manufactured and supplied/ performed in and from India are eligible for award of contract in this tender.
- 3.2 For purposes of this Clause, the term 'goods' includes commodities, raw material, machinery, equipment and industrial plants; etc. and 'related services' includes services such as testing, packing, insurance, transportation, installation, transit Insurance, loading/ unloading/ stacking, commissioning, training and initial warranty/ maintenance etc.

4. Code of Integrity in Public Procurement:

- 4.1 **Code of Integrity:** Procuring authorities as well as bidders, suppliers, contractors and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - a. **“Corrupt practice”** - making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b. **“Fraudulent practice”** - any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - c. **“Anti-competitive practice”** - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the

procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- d. **“Coercive practice”** - harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e. **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain;
- f. **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

4.2 Obligations for proactive disclosures:

Procuring authorities as well as bidders, suppliers, contractors and consultants, are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.

Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

4.3 Penalties

4.3.1 Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid-documents or Contract, If the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including:

- a) if his bids are under consideration in any procurement
 - i) Forfeiture or encashment of Bid Security (EMD)
 - ii) calling off of any pre-contract negotiations, and;
 - iii) rejection and exclusion of the bidder from the procurement process
- b) if a contract has already been awarded
 - i) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity,;

- ii) Forfeiture or encashment of any other security or bond relating to the procurement;
- iii) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- c) Provisions in addition to above:
 - i) Removal from the list of registered suppliers and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - ii) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - iii) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

4.3.2 Furthermore, Supplier should be aware of the provision stated in clause 23 of the GCC.

4.4 Conflict of Interest among Bidders/ Agents

4.4.1 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- i) they have controlling partner (s) in common; or
- ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- iii) they have the same legal representative/ agent for purposes of this bid; or
- iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties involved; or
- vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

4.4.2 Therefore one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. Such bids would be rejected. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from

- (i) The principal manufacturer directly or through one Indian agent on his behalf
- (ii) One Agent on behalf of only one Principal.

4.4.3 For same reasons, in case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare in their bids such sister/ common business/ management units in same/ similar line of business.

4.4.4 Also Sister/ Associated/ Allied concern(s) participating or applying against the same tender, would lead to disqualification of tenderers. Sister/ Associated/ Allied

concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.

5. Serious Misdemeanours

5.1 Following would be considered serious misdemeanours - if a bidder/ contractor:

- i. Other than in situations of force majeure, after opening of financial bids, the supplier withdraws from the procurement process or after being declared as successful bidder: (a) withdraws from the process; (b) fails to enter into a procurement contract; or (c) fails to provide performance security or any other document or security required in terms of the bidding documents.
- ii. directly or through an agent violates during procurement or execution of the contract - the code of ethics mentioned in clause 4 above and Clause 23 of the GCC or the Integrity Pact, if applicable as per the AITB;
- iii. Violates the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to The Procuring Entity;
- iv. Violates the Clause 24 of GCC: Fall clause included in the rate contract;
- v. Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- vi. Is determined by an appropriate agency of the Government, to have doubtful loyalty to the country or national security consideration.

5.2 Besides, suitable administrative actions, like rejecting the offers, Holiday Listing or delisting of registered firms, Purchaser would may take other remedies available to it including banning/ blacklisting Tenderers committing such misdemeanour, including declaring them ineligible to be awarded Purchaser's contracts for indefinite or for a stated period.

6. Benefits/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Unless otherwise stipulated in the AITB, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries as per policies of the Government from time to time:

- (a) (i) Tender sets shall be provided free of cost to MSEs registered with agencies, as given at Para (b) below, for the item tendered.
- (ii) MSEs registered with the agencies, as given at Para (b) below, for the item tendered will be exempted from payment of Earnest Money.
- (iii) In tenders, participating MSEs, as given at Para (b) below, quoting a price within price band of L-1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than MSE and such MSEs can together ordered up to 20% value out of the net procurable quantity.

- (b) (I) MSEs, who are interested in availing themselves of these benefits, will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:-
- (i) District Industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME

(II) The MSEs must also indicate the terminal validity date of their registration.

Failing (b) (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

B. INSTRUCTIONS TO BIDDERS REGARDING RATE CONTRACT

7. Rate Contract:

- i. The purpose of this Bid Document is to enter into "Rate Contract(s)" intended for the supply of the stores of the descriptions set forth in the NIT during the period therein specified. Unless otherwise specified in NIT, the currency of a Rate Contract would normally be for one year. The conditions governing the resultant Rate Contract would be as per GCC, inter-alia clauses 7, 24 and 26.
- ii. Purchaser reserves the right to conclude more than one rate contract for the same package/ for the same item.
- iii. The quantities required mentioned in the tender in Section- I (NIT) and Section-VI (Schedule of Requirements) are indicative and without any commitment on a rate-contract basis as detailed in clause 7 of GCC. The quantities and exact call-off of quantity would be intimated periodically to the contractor by way of periodical supply orders in line with the conditions of the rate contract as per clause 7 of GCC.
- iv. The rate contract will be guided by "Fall Clause" as described in the GCC clause 24.

C. BIDDING DOCUMENTS

8. Contents of Bidding Documents

- 8.1 The set of bidding documents comprises the Sections, Appendices and Other Formats, listed below and corrigenda/ addenda issued in accordance with Clause 11 below.

I. Sections

1. Section I - Notice Inviting Tender (NIT)
2. Section II - Instructions to Bidders (ITB)
3. Section III - Additional Instructions to Bidders (AITB)
4. Section IV -General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - Schedule of Requirements
7. Section VII - Technical Specifications and Quality Assurance,
8. Section VIII – Eligibility and Qualification Criteria

II. Appendices (To be Filled and Submitted/ uploaded by the Bidders)

1. Appendix 1 - Tender Form
2. Appendix 2 – Details of the Bidder
3. Appendix 3 – Documents Establishing the Conformity of the Goods and Services to the Bidding Document.
4. Appendix 4 – Documents Establishing the Eligibility and Qualification of the Bidder
5. Appendix 5 – Documents Establishing Conformity to Commercial and other Clause of the Bid Document
6. Appendix 6- Checklist for the Bidders
7. Appendix 7- Price Schedule (To be submitted separately as Financial Bid)
8. Appendix 8 – Documents establishing payment of Cost of Bidding Document
9. Appendix 9 – Documents establishing Submission/ waiver of EMD

III. Other Formats (to be used if/ as and when required as per ITB)

1. Format 1 - Manufacturer's Authorization Form
2. Format 2: Letter of Authority for attending a Pre-Bid Conference/ Bid Opening
3. Format 3 - Contract Form
4. Format 4 - Bank Guarantee Form for Performance Security
5. Format 5: NEFT Mandate Form

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to Purchaser, should read and examine all the terms, conditions, instructions etc. contained in the Bid Documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these Bid Documents may result in rejection of its tender.

9. Obtaining the Bid Documents

9.1 The Bid documents will be published and be available for download/ sale mentioned in as per para 2 of NIT. The Bidders can obtain the bid documents after the date and time of start of availability till the deadline of availability by payment of non-refundable Cost of Bid documents (if any). The cost of bid documents shall be remitted in the modality specified in table in para 2 of NIT. The original document for

establishing payment of cost of the Bid Documents must be provided in Appendix 8. If the office happens to be closed on the deadline of availability of the bids as specified, the deadline would not be extended in case of downloadable documents, but where modality for obtaining the Bid Documents is specified as traditional/ physical; such date would stand extended to next working day at the same time and venue. The Bid documents are not transferable.

9.2 In case of e-Procurement, bidders intending to participate in the bid are required to register in the e-procurement portal using his/ her active personal/ official e-mail ID as his/ her Login ID and attach his/ her valid Digital Signature Certificate (DSC) to his/ her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/ contractor. If so specified in the para 2 of NIT, the e-Procurement portal may charge 'Processing Fee' and/ or Portal Registration Fee.

10. Pre-Bid Conference

- 10.1 In case Pre-bid conference is specifically stipulated in the NIT, prospective bidders interested in participating in this tender may attend a pre-bid conference for clarification on technical specifications and commercial conditions of the Tenders, at the venue, date and time specified in NIT. Participation in the Pre-bid conference is restricted to prospective bidders who have purchased the Bid Documents. Proof of Purchase of Bid Documents must be submitted at the time of registration for participation or along with written queries or with letter of Authority for attending the pre-bid Conference. Bid documents for sale would also be available at the site.
- 10.2 Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical/ commercial specifications/ conditions.
- 10.3 The date and time by which the written queries for the Pre-bid must reach the authority is mentioned in the NIT.
- 10.4 The last date for registration for participation in the pre-bid conference is also mentioned in the NIT.
- 10.5 Delegates coming for the pre-bid conference must bring with them a photo identity and also an authorization letter as per format in Format 2: "Letter of Authority for attending a Pre-Bid Conference/ Bid Opening" from their Company/ principals, else they would not be allowed to participate.
- 10.6 After the pre-bid conference, if required, a clarification letter and corrigendum to Bid Documents would be issued, containing amendments of various provisions of the Bid-Document, which shall form part of the Bid-document.

11. Amendment to Bidding Documents

- 11.1 Before the date for submission of bids, the Purchaser may modify the bidding documents by issuing corrigenda and addenda. Any corrigendum or addendum thus issued shall be considered a part of the bidding documents.
- 11.2 The corrigenda and addenda shall be published in the same manner as the original Bid documents. In e-Procurement/ downloadable documents, no separate information would be sent to bidders, and it's their responsibility to check the website for any corrigenda/ addenda.
- 11.3 To give reasonable time minimum 7 days to the prospective bidders to take a corrigendum/ addendum into account in preparing their bids, the Purchaser may

extend as necessary the date for submission of bids, in accordance with Clause 25.3 below.

12. Clarification on Bidding Documents

- 12.1 A Bidder requiring any clarification of the bidding documents may ask questions from Office/ Contact Person/ E-procurement Help Desk as mentioned in para 2 of NIT, provided the questions are raised before the clarification end date mentioned in para 2 therein (or if not mentioned, within 7 days prior to the deadline for submission of bids).
- 12.2 Any modification of the bidding documents which may become necessary as a result of the clarification shall be made by the Purchaser through the issue of an Addendum/ Corrigendum pursuant to Clause 11 above.

D. PREPARATION OF BIDS

13. Acquaintance with local conditions and factors

It is imperative that each bidder at his own cost, responsibility and risk, fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/ completion of the contract in all respects inter alia including the legal, environmental, infrastructure, logistics, communications and cost aspects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Purchaser shall have no responsibility and shall not entertain any request from the bidders in these regard.

14. Cost of Bidding

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

15. Language of the Bid

Unless otherwise specified in the AITB, the tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and Purchaser, shall be written in the 'Official Language' (as specified in the NIT or English language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by 'Official Language' or English translation. For purposes of interpretation of the tender, the English translation shall prevail.

16. Documents comprising the Bid

- 16.1 **Techno-commercial Bid/ Cover:** Unless otherwise indicated in AITB "**Technical bid**" shall include inter-alia the following duly filled in duly and appropriately signed (including any changes in these as per AITB):
- (i) Appendix 1.- Tender Form (to serve as covering letter and declarations applicable for both the Technical Bid and Financial Bid)
 - (ii) Appendix 2 – Details of the Bidder

- (iii) Appendix 3 – Documents Establishing Technical Suitability of Goods and Services offered as per Clause 17 below.
- (iv) Appendix 4 – Documents Establishing the Eligibility and Qualification of the Bidder as per clause 18 below
- (v) Appendix 5 – Documents Establishing Conformity to Commercial and other Clause of the Bid Document as per clause 19 below
- (vi) Appendix 6- Checklist for the Bidders
- (vii) Appendix 8 – Documents establishing payment of Cost of Bidding Document
- (viii) Appendix 9 – Documents establishing Submission/ waiver of Earnest money amount (as specified in the Section VI: Schedule of Requirements) furnished in accordance with ITB clause 23 alternatively, documentary evidence as per ITB clause 23.2 for claiming exemption from payment of earnest money; and
- (ix) Format 1 - Manufacturer's Authorization Form duly filled up (if applicable to the bidder concerned)
- (x) If so stipulated in AITB, duly signed Integrity Pact as per format provided, in which case, the validity of EMD must be accordingly prolonged.

Note: No price details should be given or hinted in the Technical Bid.

16.2 Financial Bid/ Cover: Unless otherwise indicated in AITB "**Financial Bid**" shall include inter-alia (including any changes in this as per AITB):

- i). Appendix 7- Price Schedule (To be submitted separately as Financial Bid) including all financially relevant details including details required to be submitted regarding applicability of Taxes and Duties as per clause 21 below. Prices shall be quoted duly taking into consideration, the Payment and delivery terms.

Note: No additional Technical details, which have not been brought out in the Technical Bid may be brought out in the Financial Bid.

16.3 A tender, that does not fulfil any of the above stipulations and/ or gives evasive information/ reply against any such stipulations, shall be liable to be ignored and rejected.

17. Documents Establishing Technical Suitability of Goods and Services offered

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by Purchaser in the tender documents. To establish Technically Suitability and compliance with ITB clause 3 Eligible Goods and Section VII: Technical Specifications and Quality Assurance, each bidder is also required to furnish clause by clause compliance/ deviation Statement in a chart form (without ambiguity along with justification, and provide the same along with its tender) relating to all parameters of Technical Specifications, Quality Assurance, Test Reports/ Certificates and or /or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents The tenderers may also enclose in their technical bids, technical literature and other documents as and if considered necessary by them. All such Statements and Documents shall be appended/ uploaded as Appendix 3.

- 17.2 If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to Purchaser in this regard.

18. Documents Establishing the Eligibility and Qualification of the Bidder

18.1 The documentary evidence needed to establish the tenderer's eligibility and qualifications shall fulfil the following requirements:

- a) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the eligibility and qualification criteria incorporated in clause 2 above and the Section VIII: Eligibility and Qualification Criteria in these documents.
- b) All such Statements and Documents shall be appended/ uploaded as Appendix 4.
- c) Unless specifically barred in AITB, in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer must have been duly authorized by the goods manufacturer to quote for and supply the goods to Purchaser in this particular tender specifically. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Format 1 in this document.

19. Documents Establishing Conformity to Commercial and other Clauses

Tenderer must comply with the entire Commercial and other clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification (along with supporting documents). All such Statements and Documents shall be appended/ uploaded as Appendix 5. The bidder must also fill up the Checklist given in this tender document as Appendix 6, to ensure that he has complied with all the instructions in this tender document and nothing is inadvertently left out.

20. Bid Prices and Discounts

- 20.1 Unless otherwise specified in the AITB, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 20.2 The bidders are advised to quote quantities/ rates/ amounts in their bid both in numerical digits as well as words.
- 20.3 In case of e-Procurement, bidders are to submit online/ upload only the original Price Schedule (Appendix 7, in .xls format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- 20.4 The Tenderer shall indicate on the Price Schedule provided under Appendix 7 all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. Delivery Schedule and Terms of delivery are also to be quoted in Appendix 7. All the columns shown in the price schedule should be filled up as

required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.

- 20.5** Break up of different elements of price i.e. as per GST Act may be indicated separately. While quoting the basic rate itself firm should offset the input credit availed and provide the certificate that prices have been quoted availing the input credit as per the GST Act. The firm should give details/break up of such credits at the time of offer.
- 20.6** If so specified in the Section VI: Schedule of Requirements, the price of the goods, quoted should include concomitant/ contingent services/ work e.g. testing, packaging, inland transportation, insurance and other local costs incidental to supply/ loading/ unloading and stacking of the goods at 'The destination godowns'.
- 20.7** The offers shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter se ranking. In case GST is quoted extra but with the provision that it will be charged as applicable at the time of supply; the offer shall be evaluated for comparison purpose by loading maximum existing rate of GST for the product. Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder
- 20.8 Currencies of Bid and Payment:** The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only. Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.
- 20.9** Unless otherwise stipulated in the AITB, if there is more than one schedule/ package in the Schedule of Requirements, the tenderer has the option to submit its quotation for any one or more schedules/ packages and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

21. Taxes and Duties

21.1 Goods and Services Tax (GST):

- (a) GST will be payable extra as per prevailing GST Rules. Bidders have to clearly indicate GST rates applicable (IGST/SGST & CGST) and GST (Compensation to State) Cess in Price Schedule (Appendix 7).
- (b) In case the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- (c) While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number.
- (d) Where the Bidder is exempted from paying GST or registered under Composition scheme i.e. under Section 10 of CGST, he should declare the fact along with supporting documents. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Purchaser shall deduct the applicable GST from his/their bill under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.
- (e) The Bidder shall confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer.
- (f) **Anti-Profiteering Clause:** Bidders shall confirm that "Any reduction in rate of tax, on any supply of goods or services, or the benefit of Input Tax Credit, shall be passed on to the Purchaser by way of commensurate reduction in prices" as per the

provision of GST Act. Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the purchase order; payment shall be made as per GST rate which is lower of the GST rates incorporated in the purchase order or billed. The purchaser will, however, not be responsible for the payment of tax or duty made by the supplier under mis-apprehension of law. Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by higher tax billed as per invoice to match the all inclusive price as mentioned in the purchase order. In case of profiteering by the contractor relating to GST tax, the Contractor shall be liable to administrative actions such as deregistration, suspension of business dealing and/or banning of business dealing, in addition to recovery and action by the CBEC and GST authorities under the Act.

- (g) Suppliers of Goods/Services shall make all out efforts to comply with the provisions under GST Act and Rules thereunder and also shall strive to maintain high compliance rating score under GST during the period of contract with Purchaser.
- (h) Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under Statutory Variation Clause.
- (i) Purchaser's state-wise GSTINs are indicated in the para 2 of NIT above.

21.2 Registration under GST:

- (a) All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates as per GST law Act. The bidder should be registered under GST and furnish GST Registration Certificate issued by appropriate authority of India in their offer unless they are specifically exempted from registration under specific notification/ circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit certificate from practicing Chartered Accountant (CA) to the effect that the bidder is fulfilling all conditions prescribed in notification to make him exempted from registration.
- (b) **Composition scheme:** Where the bidder has opted for composition levy under Section 10 of CGST, he should declare the fact while bidding along with GST registration certificate.

21.3 Duties/ Taxes on Raw Materials

Purchaser is not liable for any claim from the supplier on account of fresh imposition and/ or increase (including statutory increase) of GST, custom duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

22. Bid Validity

- 22.1** Unless specified to the contrary in the NIT Bids shall remain valid for a period not less than 90 or the period from the date for bid submission specified in NIT. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 22.2** In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for Purchaser, the tender validity shall automatically be extended upto the next working day.
- 22.3** In exceptional circumstances, prior to expiry of the original time limit, the Purchaser may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may agree to or reject the request.
- 22.4** A bidder who has agreed to the Purchaser's request for extension of bid validity, in no case, shall not be permitted to modify his bid.

23. Bid Security (EMD)

- 23.1** The tenderer shall furnish along with its tender, earnest money for amount as shown in the Section VI: Schedule of Requirements. The earnest money is required to protect Purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.5 below.
- 23.2** The tenderers, who are currently registered and, also, will continue to remain registered during the tender validity period with Udyog Aadhar Memorandum (UAM) as Micro & Small Enterprises (MSEs), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish/ upload certified copy of its valid registration details.
- 23.3** Unless otherwise specified in the NIT, the earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft or
 - ii) Fixed Deposit Receipt or
 - iii) Banker's cheque
- 23.4** The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 2 of NIT. Unless otherwise specified in AITB, the earnest money shall be valid for a period of forty five days beyond the validity period of the tender. Document for establishing submission or waiver of EMD must be provided in Appendix 9.
- 23.5** Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- 23.6** Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 23.7** The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period. In case of forfeiture of EMD, GST will be applicable as per prevailing rate and shall be recovered from the supplier/bidder. The Bid Security (EMD) of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

24. Signing of Bid

- 24.1** The individual signing/ digitally signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - (b) As Partner (s) of the firm;
 - (c) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 24.2** An authenticated copy of the letter of authorization/ power of attorney which authorizes the signatory to commit on behalf of the firm, in this submission of Tender, shall accompany the offer and the details should be filled up in Appendix 2: Bidder Information Form.
- 24.3** Unless otherwise mentioned in the AITB, a tenderer shall submit two copies of its tender marking them as “Original” and “Duplicate”.
- 24.4** The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed at appropriate places (initialling the remaining pages including printed literature, if any) of the tender by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 24.5** The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of Purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, Purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

E. SUBMISSION AND OPENING OF BIDS

25. Deadline for Submission of the Bids

- 25.1** Tenderers shall ensure that their tenders, complete in all respects as per instructions contained in the Tender Documents, are submitted/ uploaded as indicated in para 1 of NIT on or before the closing date and time indicated therein, failing which the tenders will be treated as late and rejected. If so permitted in AITB, Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents.
- 25.2** In the event of the specified date for submission of tender falls on/ is subsequently declared a holiday or closed day for Purchaser, the tenders will be received upto the appointed time on the next working day
- 25.3** The Purchaser may extend the date for submission of bids by issuing an amendment in accordance with Clause 11, in which case all rights and obligations of the

Purchaser and the bidders previously subject to the original date will then be subject to the new date of submission.

- 25.4 Tender submitted through modalities other than those specified in NIT shall be ignored.
- 25.5 **Conditional/ Alternative/ Multiple Bids not allowed:** Unless otherwise specified in the AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. Multiple submissions by any bidder shall lead to cancellation of all their bids.
- 25.6 **Late Bids:** A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored. In e-Procurement, the Bidder will not be able to submit his bid after expiry of the date and time of submission of bid.

26. Modification, Resubmission and Withdrawal of Bids

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

27. Signing and Submission/ Uploading of Bids in e-Procurement

- 27.1 In case of e-Procurement, Bid shall be received only ONLINE on or before the date and time as notified in NIT. The bidder shall log on to the portal with his/ her DSC and move to the desired bid for uploading the documents in appropriate place one by one simultaneously checking the documents. The e-Procurement portal, if so specified in the AITB, may charge a tender processing/ registration fee, in a manner as may be specified therein.
- 27.2 In eProcurement only one copy of Bid and scanned copies of specified documents are uploaded and the bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT ACT 2000.
- 27.3 It is not necessary for the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Bid Inviting Officer. The bidder shall also upload the scan of signed copy/ copies of document in support of fulfilment of eligibility and qualification criteria; cost of bid documents; EMD and any other document as required by Clause 16 above, in prescribed format in Portable Document Format (PDF) to the portal. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal. Regarding Financial Bid (Cover-2), the bidder shall write his name in the space provided in the specified location in the Protected Price Schedule published by the Bid Inviting officer. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet.

- 27.4** To facilitate easy uploading, bidders are required to upload beforehand documents like Regn certificate, PAN No, BIS certificate, etc. in other Important Documents/ MyDocuments of the Bidder. Additional documents/ information or where space provided is inadequate may be uploaded in PDF format under "Additional Documents" in the "Bid Cover Content."
- 27.5** Date and time of e-Procurement server clock, as is also displayed on the dash board of the bidders, shall be taken as reference time for deciding the closing time of bid submission. Bidders are advised to ensure that they submit their bid within the due date and time of bid submission taking server clock as reference. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Bidders should not wait till the last minute to upload their bids, and failure or defects in internet or heavy traffic at the server would not be accepted as a reason for a complaint. The Purchaser shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 27.6** The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). Therefore in eProcurement, situation of Late Tender doesn't arise.
- 27.7** The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Bid Inviting Officer.
- 27.8** All bid uploaded by the Bidder to the portal will be encrypted. The encrypted Bid can only be decrypted/opened by the authorised persons on or after the due date and time. Once submitted, the bids cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.
- 27.9** Resubmission of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 27.10** The Bidder can withdraw his/her bid before the date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Bid Inviting Officer citing reasons for withdrawal. The system shall not allow any withdrawal after the date and time of submission.

28 Bid Opening

- 28.1** Purchaser will open the tenders at the specified date and time and at the specified place as indicated in clause 2 of NIT. In case the specified date of tender opening falls on is subsequently declared a holiday or closed day for Purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 28.2** Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the Format 2 in Bid Documents from the corresponding tenderers. In e-Procurement the bidders can also witness the opening of Bids online by logging on the portal with their credentials. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

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

28.4 The technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. It is of utmost importance that the authenticity, integrity and sanctity of unopened Financial Bids must be ensured, before their opening. While this is ensured by software in eProcurement, in other modalities, all the financial bids may preferably be put in a large envelop, which may be dated, sealed and signed (including by some of the bidders present), to show that none of the bids were accessed during the custody. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

28.5 Bid Opening in e-Procurement

- (a) In case of e-Procurement, bidders can also witness the opening of bids after logging on to the site through their DSC.
- (b) Bids cannot be opened before the specified date & time, even by the Bid Inviting Officer or the Procurement Officer or the Publisher. The date & time of opening bid is as specified in NIT.
- (c) All Bid Opening Officers shall log-on to the portal to decrypt the bid submitted by the bidders. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location but can do so if they so desired by them.
- (d) In case of all the bids being non-responsive, the Bid Inviting Officer shall complete the e-Procurement process by uploading the official letter for cancellation/re-bid.

F. EVALUATION OF BIDS AND AWARD OF CONTRACT

29. Process to be Confidential

29.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

29.2 Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 4 and may result in the rejection of the Bidders' bid.

30. Basic Principle

Evaluation would be based only on the criteria/ conditions included in the tender document and the terms, conditions etc. mentioned by the tenderers in their tenders. No other criteria/ condition would form the basis of this evaluation.

31. Preliminary Examination of Bids

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

32. Minor Infirmary/ Irregularity/ Non-Conformity

If during the preliminary examination, Purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, Purchaser may waive the same provided it does not constitute any material deviation or reservation (Please refer to clause 35.1 below). Such minor issues could be a missing pages/ attachment or illegibility in a submitted document; non-submission of requisite number of copies of a document. Any shortfall information/ documents would be sought/ allowed to be submitted only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with sales tax/ VAT has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents would be asked for and considered. For example, if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new supply order would be asked for so as to qualify the bidder. Wherever necessary, Purchaser will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

33. Discrepancy in Prices

33.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless Purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

33.2 If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

33.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 33.1 and 33.2 above.

33.4 If, as per the judgment of Purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of Purchaser, the tender is liable to be ignored.

33.5 In e-Procurement all such calculations etc are performed by software, hence there are no chances of such discrepancies. There shall be no occasion for arithmetical correction due to e-procurement processes.

34. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, Purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept Purchaser's observation, that tender will be liable to be ignored. In eProcurement there could be discrepancies between the uploaded scanned copies and the Originals submitted by the bidder, which would be dealt with as per Clause 35.3 (h) below.

35. Determination of Responsive Bids

35.1 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. If a Bid is not substantially responsive, it may be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. A material deviation or reservation is one

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

35.2 The Purchaser reserves the right to accept or reject any non-material variation or deviation. Variations and deviations and other factors which are in excess of the requirements of the bidding documents or otherwise result in undue benefits for the Purchaser will not be taken into account in Bid evaluation.

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

- a) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- b) Required EMD has not been provided.
- c) The bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- d) The Tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- e) The tender validity is shorter than the required period.
- f) The bid departs from the essential requirements specified in the bidding document (Example: Some such important essential conditions are – performance security, terms of payment, liquidated damage clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/ utility/ performance of the required goods, etc);

g) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule.

(Example: In a schedule, it has been stipulated supply, testing, transportation, transit Insurance, loading/ unloading/ stacking at 25 destination godowns but the Tenderer has not quoted for either only supply without transportation or has not quoted for some of the destinations).

h) In case of e-Procurement non submission or submission of illegible scanned copies of stipulated documents/ declarations may render the bid non-responsive. Also in case discrepancies are observed between scanned uploaded documents and the copies/ original documents submitted physically then the bid would be declared as unresponsive besides any other punitive action in case it is determined to be violation of Procurement Code of Ethics (refer Clause 4 above).

36. Evaluation of Techno-commercial Bids

36.1 The Purchaser will evaluate and compare only the bids which have been determined to be substantially responsive, pursuant to ITB Clause 35 above.

36.2 Clarification of Bids During evaluation of Techno commercial or Financial Bids of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be answered within 7 days by the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. No Bidder shall contact the Purchaser on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it shall do so in writing.

36.3 In evaluation of the techno-commercial bid, conformity to the eligibility/ qualification criteria; technical specifications and Quality Assurance; and commercial conditions of the offered goods to those in the bid document is ascertained. Additional factors, if any, incorporated in the tender documents may also be considered in the manner indicated therein.

36.4 Evaluation of eligibility/ qualification Criteria: Procuring Entity will determine, to its satisfaction, whether the tenderers are eligible, qualified and capable in all respects to perform the contract satisfactorily as per submission in Appendix 4. Tenders that do not meet the required eligibility/ qualification criteria prescribed will be treated as unresponsive and not considered further. This determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all of Procuring Entity's requirements as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its/ his tender as well as such other allied information as deemed appropriate by Procuring Entity.

36.5 Evaluation of Conformity to Technical Specification and Quality Assurance: The description, specifications, drawings and other technical terms and conditions would be examined by the Purchaser, as per submission of Appendix 3. Unless otherwise stated in the AITB, alternative offers/ makes/ models would NOT be considered. The Appendix 3 regarding Technical exceptions/ deviation submitted by the tenderer would be examined

by the Purchaser. It would be determined exception/ deviation, if any from Technical Specifications and Quality Assurance is minor or material.

36.6 Evaluation of Conformity to Commercial and Other Clauses: Tenderer must comply with the entire Commercial and other clauses of this Tender Document as per submissions in Appendix 5. The Purchaser will also evaluate the commercial conditions quoted by the tenderer to confirm that all terms and conditions specified in the GCC/ SCC have been accepted without reservations by the tenderer. It would be determined if an exception/ deviation is minor or material.

36.7 Considering Minor Deviations in Technical and Commercial Conditions: Procuring entity reserves its right to consider and allow minor deviations in Technical Conditions and Commercial Conditions, which do not amount to material deviations. No loading of Price bid would be done on the basis of acceptable/ unacceptable deviations. Purchaser's decision in this regard would be final. A material exception, deviation, reservation, or omission which would not be waived are mentioned in clause 35.1 above.

36.8 Declaration of Technically Suitable Bidders and Opening of Financial Bids: The Purchaser would notify the results of the Techno-commercial bid evaluation. Price bids of only technically suitable bidders would be opened in the presence of representatives of such bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. In case of manual tenders, financial bids of unsuccessful bidders would be returned unopened to them. In e-Procurement such bids would remain encrypted and inaccessible.

37. Evaluation of Financial Bids and Ranking of Bids

37.1 Evaluation of Financial Bids of all technically suitable bids would be done to rank them and to determine the lowest bidder. Unless otherwise stipulated in the AITB, the comparison of the responsive tenders shall be on total outgo from the Procuring Entity's pocket, for the procurement to be paid to the supplier or any third party, including all elements of costs as per the terms of the proposed contract, including any taxes, duties, levies etc, freight, transit Insurance, loading/ unloading/ stacking, insurance etc. If the price bid is ambiguous so that it may very well lead to two equally valid total price amounts, then the bid would be treated as unresponsive.

37.2 If a bidder offers suo motu discounts and rebates after opening of the tender, such rebates/ discounts would not be considered for the purpose of ranking the offer but if such a firm does become L1 at its original offer, such suo motu rebates would be incorporated in the contracts. This would also apply to conditional rebates offered by any bidder, for example, rebate for faster payments, and so on.

37.3 As per policies of the government from time to time, the purchaser reserves his option to give price/ purchase preferences as indicated in the tender document;

37.4 In case the Schedule of requirements contains more than one schedule, the responsive, technically suitable tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account for deciding the lowest evaluated cost for Procuring Entity in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive;

- 37.5 Cartel Formation/ Pool Rates:** Cartel formation or quotation of Pool/ Coordinated rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanour and would be dealt accordingly as per Clause 4.3 above, besides filing of the information with the Competition Commission of India, for further action.
- 37.6** Unless the Purchaser decides this to be case of Cartel/ Pool Rates, if more than one bidders quote same total evaluated price, then the Purchaser at its’ discretion may distribute unequal quantities to the bidders based on considerations like past performance, distance of destination godowns from the location of the factories, production capacities etc.
- 37.7 Consideration of Abnormally Low Bids:** An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity would in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal.
- 37.8 Price Negotiation:** Normally there would be no price negotiations. However, in case the price quoted by the lowest responsive tenderer (L1) is not reasonable and unacceptable, Purchaser reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared/ approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate with L1 only. Purchaser may, at his discretion, ask the lowest bidder for clarification and breakdown of unit rates including reduction of rate on negotiation. If it reduces the price to the desired level, rate contract may be concluded with L1.
- 37.9 Parallel Rate Contracts:** Depending on the anticipated demand of the item, location of the users, capacity of the responsive bidders, and reasonableness of the prices quoted by the responsive bidders, etc. Purchaser reserves its right to conclude parallel rate contracts. The procedure for negotiation and counter offering for concluding parallel rate contracts would be followed on the same lines as followed in Directorate General of Supplies & Disposal (DGS&D) in similar situations. To start with, the rate contract would be awarded to L1 tenderer. Then the price of L1 would be counter offered to the higher quoting responsive tenderers (under intimation to L1) asking them to send their revised tenders in sealed covers or online on e-bidding platform to be opened in public at a specified place, date and time (as per the standard procedure). L1 would be specifically informed that it may, if it so desires, reduce its price and send its revised tender accordingly as above. The tenderers, who accept the counter offered rate or rate lower than that, would be awarded parallel rate contracts. If L1 lowers its rate in its revised offer, same would also be accepted with effect from that date and its rate contract amended accordingly. There may also be a situation where parallel rate contracts are necessary, but even the price of the lowest responsive tenderer (L1) is not reasonable. In that case, price negotiation may be conducted with L1 in the first instance. If L1 agrees to bring down the price to the desired level, rate contract would be concluded with it and that price counter offered to other responsive tenderers under

intimation to L1 for further action in identical manner as indicated above. If, however, L1 does not agree to reduce its price in the first instance itself, then the price, which has been decided as reasonable would be counter offered to all the higher quoting responsive tenderers (including L1) for further action on above lines. All such parallel rate contracts would be released transparently and simultaneously.

37.10 Purchaser's Right to accept any Bid and to reject any or all Bids: The Purchaser reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

38. Award of Contract

38.1 The Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive, eligible and Qualified, Technically suitable and who has offered the lowest evaluated bid price.

38.2 **Purchaser's Right to Vary Quantities at the Time of Award:** The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of Goods originally specified in Section VI: Schedule of Requirements, provided this does not exceed the percentages indicated in the AITB (or by 25 (twenty-five) per cent of tendered quantity, if not so specified), and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

38.3 The Bidder, whose Bid has been accepted, shall be notified of award by the Purchaser prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Purchaser will pay the Bidder in consideration of the supply, completion and remedying defects of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 38.4 below.

38.4 **Performance Security:** Within 14 days of receipt of the Letter of Acceptance, performance Security @ 5% of the value of supply order through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (in Format 4) from any of the commercial banks in acceptable form shall be submitted by each rate contract holder to the authority placing the supply order with validity up to 60 days beyond the warranty period of the delivered store. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts. It shall be returned /refundable after satisfactory completion of all obligations under the supply order including warranty obligation.

38.5 In the event of the successful Bidder failing to comply with the requirements of Sub-Clause 38.4 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the Bid Security (EMD), and any such other remedy the Purchaser may take under the contract, and the Purchaser may resort to awarding the contract to the next ranked bidder. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, the Bidder shall be debarred in future from participating in all the Bids bid for three years and will be recommended for blacklisting by the competent authority. In such a situation, the next successful bidder will be required to produce his original documents

for consideration of his bid at the counter-offered rate equal to lowest bidder. Otherwise the tender will be cancelled.

- 38.6** Within seven working days of receipt of performance security, Purchaser will send the contract form (as per Format 3) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 38.7** Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to Purchaser by registered / speed post.
- 38.8** At the time of execution of the contract agreement, the originals of all such documents whose scanned copies were submitted on-line along with Technical Bid, shall be required to be submitted for verification, otherwise it shall be presumed that the tenderer has not followed the terms and conditions as specified in the tender and consequently his opportunity for executing the contract agreement shall stand withdrawn and his tender shall be treated as cancelled and he shall be subjected to action as per clause 38.5 above.
- 38.9** The originals of all such documents, whose self-certified copies were submitted along with Technical Bid, shall be returned to the tenderer upon their verification by the competent officer. The photo copies of such self-certified documents shall be verified and signed by the competent officer and shall be kept in the records as part of the contract agreement.
- 38.10 Return of EMD:** Upon the furnishing by the successful Bidder of the Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful. The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of ITB Clause 23 above.
- 38.11 Publication of Tender Result:** The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/ bulletin/ web site of Purchaser.

39. Grievance Redressal/ Complaint Procedure

- 39.1** The bidder has the right to submit a written and signed complaint at any stage in the procurement. The complaint will be addressed to the officer who has invited the bids.
- 39.2** The Bid Inviting Officer shall, within 5 working days of receipt of the complaint, acknowledge the receipt in writing to the complainant indicating that it has been received and the response will be sent in due course after detailed examination.
- 39.3** The Bid Inviting Officer shall convey the final decision to the complainant on the complaint received within reasonable time. However no response would be given regarding the confidential process of evaluation of bids and award of contract, before the award is notified, although the complaint would be kept in view during such process.

SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Definitions; Interpretation and Abbreviations

In the contract, unless the context otherwise requires:

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Letter of Acceptance" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications or the Bid Documents/ Contract;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
 - a. The consignee at his premises; or
 - b. Where so provided, the interim consignee at his premises; or
 - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or

- d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) 'The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) "Parties": The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to Purchaser under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as testing, packaging, transportation, Transit Insurance, loading/ unloading/ stacking at destination, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer in the form prescribed along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer in the form prescribed for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.

(xxiv) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xxv) "Day" means calendar day.

(xxvi) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

1.2 Abbreviations:

AAEC	means "Appreciable Adverse Effect on Competition" as per Competition Act
AITB	Additional Instructions to Bidders
BG	means Bank Guarantee
BIS	Bureau of Indian Standards
BL or B/L	means Bill of Lading
CD	means Custom Duty
CIF	means Cost, Insurance and Freight Included
CPSU	means Central Public Sector Undertaking
CST	means Central Sales Tax
DDO	means Direct Demanding Officer in Rate Contracts
DGS&D	means Directorate General of Supplies and Disposals
DP	means Delivery Period
ECS	means Electronic clearing system
EMD	means Earnest money deposit
FOR	means Free on Rail
FSSAI	Food Safety and Standards Authority of India
GCC	means General Conditions of Contract
GOI	Government of India
GST	means Goods and Services Tax which will replace Sales Tax, VAT and other taxes/ duties
IEM	Independent External Monitors (relating to Integrity Pact)
ISI (Mark)	Certification issued by BIS to a Product meeting the relevant Indian Specification
ITB	means Instructions to Bidders
L1. L2 etc	means First or second Lowest Offer etc.
LD or L/D	means Liquidated Damages
LSI	means Large Scale Industry

MSE	Micro and Small Enterprise
NIT	means Notice Inviting Tenders.
NSIC	means National small industries corporation
PSU	means Public Sector Undertaking
RBI	Reserve Bank of India
RC	means Rate contract
RR or R/R	means Railway Receipt
(SB)D or T E Document	means (Standard) BID Document or Tender Enquiry Document
SCC	means Special Conditions of Contract
SSI	means Small Scale Industry
ST	means Sales Tax
VAT	means Value Added Tax

2. Application

2.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.

2.2. Applicable Law

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

2.4. Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued. The courts of the place from where the notification of acceptance has been issued – shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

2.5. Following Laws of the country will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007

2.6. Applicable Conditions of the Contract:

Besides GCC and SCC following conditions and documents shall also be considered integral part of the contract, irrespective of the fact these are attached to the Contract document or not:

- i. Contractor's Tender Submissions including revised Offer during Negotiations if any;
- ii. Correspondence including counter-offers if any; between the Contactor and Purchaser during the Tender Finalization
- iii. Conditions in other Sections, Appendices and Formats of the Tender Documents, including NIT, ITB, AITB etc
- iv. Integrity Pact if any signed in terms of the Tender Document
- v. Notification of award and Contract Documents
- vi. Subsequent Amendments to the Contract

3. Assignment and Sub-contracting

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

3.2 Sub Contracts: The Supplier shall notify Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract. Sub contract shall be only for bought out items and incidental services. Sub contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").

4. Patent Indemnity

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, Intellectual Proprietary Rights (IPR) or industrial design rights arising from use of the Goods or any part thereof.

5. Country of Origin

5.1 All goods and services to be supplied and provided for the contract shall have the origin in India.

5.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6. Performance Bond/ Security

6.1 Within fourteen days after the issue of notification of award by Purchaser, the supplier shall furnish performance security to Purchaser for an amount equal to five per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 6.2** The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of Purchaser as indicated in the clause 2 of NIT.
 - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Format 4 of this document.
- 6.3** In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to Purchaser to compensate Purchaser for the same.
- 6.4** In the event of any amendment issued to the contract, the supplier shall, within fourteen days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.5** Subject to GCC sub-clause 6.3 above, Purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7. Scope of Supply Technical Specifications and Quality Assurance

- 7.1** The scope, technical Specifications and quality assurance of Goods and Related Services to be supplied shall be as specified in Contract and other conditions mentioned in Clause 2.6 above. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, authoritative standards appropriate latest issued standards and quality assurance issued by the concerned institution shall be applicable.
- 7.2** **Rate Contract:** The contract is a "Rate Contract" intended for the supply of the stores of the descriptions set forth in the Contract during the period therein specified.
- 7.3** **Quantity Contracted-for:** Subject as hereinafter mentioned no guarantee. can be given as to the number or quantity of the stores which will be ordered during the period of the rate contract which is only in the nature of a standing offer from the Contractor but the purchaser (s) undertake (s) to order from the contractor all stores as detailed in the schedule of stores and prices which he/they require(s) to purchase except that he/ they reserve(s) the right of:
- (1) submitting to competition any supply of articles included in the contract the total value of which exceeds such amount as the 'The Authority' (whose decision shall be final), may determine upon consideration of the tenders,
 - (2) placing this contract simultaneously of at any time during its period with one or more contractors as he/ they may think fit, and
 - (3) obtaining from any source any stores referred to in the contract to meet an emergency or for values less than Rs 1.5 (one and a half) Lakhs, if 'The Authority' (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities or numbers within the period in which supplies are required.

- 7.4 Supply Orders and Deliveries:** Supply orders for obtaining supplies through the rate contract, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by the Purchaser or its nominated Direct Demanding Officers (DDO) who may at any time during the period of contract be authorised by the said 'The Authority' to place such orders. The Contractor shall, as may be required, either deliver free at, or dispatch "F.O.R" from the places specified in the Schedule(s) such numbers or quantities of stores as may be ordered direct from the DDO. Purchaser is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- 7.5 Monetary limits for indents:** The Contractor shall not, except with prior approval of the office placing the Acceptance of tender; comply with the orders exceeding in value the amount determined under clause 7.3 above received from officers authorised by that office to place order against the contract direct on the Contractor.
- 7.6** During the currency of the Rate Contract, Purchaser has the option to withdraw the rate contract or renegotiate the price by serving suitable notice of thirty days.
- 7.7 Right to repeat competitive bidding:** Purchaser reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions including specifications during the validity period of existing valid R/Cs. In such cases, the existing R/C holders can also bid, apart from the new eligible bidders, and equal and fair opportunity to all would be provided. In case, the prices received are found lower than the existing RC prices, new R/Cs may be awarded at reduced prices and existing R/Cs at higher prices may be short-closed giving adequate notice if they do not match such reduction in prices under fall clause (Clause 24 below).
- 7.8 Renewal of Rate Contracts:** In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.
- 7.9 Incidental services:** Subject to the stipulation to the contrary, if any, in the SCC (Section-V) and the Technical Specifications and Quality Assurance (Section – VII), the supplier shall be required to perform any or all of the following services.
- a) Testing, certifications and license
 - b) Packaging and containers
 - c) Transportation upto final destination
 - d) Transit Insurance
 - e) Loading/ Unloading and stacking at intermediate and final destinations
 - f) Providing after sales service during the tenure of the contract
- 7.10** Prices to be paid to the supplier by Purchaser for any of the required incidental services, if not already included in the contract price during the placement of the

contract, shall be settled and decided in advance by Purchaser and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

7.11 Permits, Approvals and Licenses: Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and licenses from local public authorities, it shall be sole responsibility of the supplier to obtain these and keep these current and valid. The Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner, without any dilution off supplier's responsibility in this regard.

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

7.13 Packing instructions:

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

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

7.14 Inspection and Quality Assurance

7.4.1 Purchaser and/ or its nominated representative(s) will, without any extra cost to Purchaser, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. Purchaser shall inform the supplier in advance, in writing, Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

- 7.4.2 The 'Technical Specification and Quality Assurance' (Section VII) shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to Purchaser's inspector at no charge to Purchaser.
- 7.4.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, Purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to Purchaser and resubmit the same to Purchaser's inspector for conducting the inspections and tests again.
- 7.4.4 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to Purchaser's inspector well ahead of the contractual delivery period, so that Purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 7.4.5 If the supplier tenders the goods to Purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to Purchaser under the terms & conditions of the contract.
- 7.4.6 Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's inspector during pre-despatch inspection mentioned above.
- 7.4.7 Goods accepted by Purchaser and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 11.

8. Terms of Delivery and Transportation

- 8.1** Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 8.2** **Risk and Title:** Unless otherwise stated in the SCC, Risk and title of/ for the goods shall pass only upon the final stacking of the Goods at the 'The Destination Godowns', as defined in the Bid Document.
- 8.3** **Transportation of Goods:** The supplier shall not arrange part-shipments and/ or transshipment without the express/ prior written consent of Purchaser.
- 8.4** **Instructions for transportation of domestic goods:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

9. Insurance

- 9.1** Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- 9.2** In case of supply of domestic goods on CIF/ FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured at its own cost. The insurance cover shall be obtained by the Supplier in its own name and not in the name of Purchaser or its Consignee.

10. Distribution of Despatch Documents for Clearance/ Receipt of Goods

- 10.1** The supplier shall send all the relevant despatch documents well in time to Purchaser to enable Purchaser to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:
- 10.2** For Domestic Goods within 24 hours of despatch, the supplier shall notify Purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - (b) Packing list;
 - (c) Insurance certificate;
 - (d) Railway receipt/ Road Consignment note;
 - (e) Manufacturer's guarantee certificate and in-house inspection certificate;
 - (f) Inspection certificate issued by Purchaser's inspector
 - (g) Expected date of arrival of goods at destination and
 - (h) Any other document(s), as and if specifically mentioned in the contract.

11. Warranty

- 11.1** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per 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.
- 11.2** This warranty shall remain valid for at least nine months 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 Purchaser in terms of the contract or for twelve months from the date of despatch from the supplier's premises for domestic goods, unless specified otherwise in the SCC.

- 11.3** In case of any claim arising out of this warranty, Purchaser shall promptly notify the same in writing to the supplier.
- 11.4** Upon receipt of such notice, the supplier shall, within 21 days (or within the period, if specified in the SCC), expeditiously remedy or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on Purchaser for such replaced parts/ goods thereafter.
- 11.5** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of Purchaser.
- 11.6** If the supplier, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within the period, if specified in the SCC), Purchaser may proceed to take such remedial action(s) as deemed fit by Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which Purchaser may have against the supplier.

12. Modification of contract

- 12.1** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, Purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for Purchaser,
 - (b) mode of packing,
 - (c) incidental services to be provided by the supplier
 - (d) mode of despatch,
 - (e) place of delivery, and
 - (f) any other area(s) of the contract, as felt necessary by Purchaser depending on the merits of the case.
- 12.2** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by Purchaser, the supplier shall convey its views to Purchaser within twenty one days

from the date of the supplier's receipt of Purchaser's amendment / modification of the contract.

13. Prices

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

14. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to Purchaser. Further instruction, if any, shall be as provided in the SCC.

15. Terms and Mode of Payment

15.1 Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods at 'the destinations godowns' by the Purchaser and on production of all required documents by the supplier.

15.2 Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only. The tenderer shall give his consent in a mandate form for receipt of payment through NEFT (Format 5); by attaching the same in the (Technical) Bid. Tenderer shall provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account Type, Bank A/C No., and Bank & Branch Code as appearing on MICR cheque issued by bank. Tenderer shall also attach certificate from their bank certifying the correctness of all above-mentioned information. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque. The purchase order will contain the following details as furnished by the firm;

- (i) Account no. & Type
- (ii) Bank Name & Code.
- (iii) Branch name & Address.
- (iv) Whether payment is through EFT or Cheque.

15.3 The supplier shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.

15.4 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

15.5 The important documents which the supplier is to furnish while claiming payment are:

- a) Original Invoice (GST Complaint format)
- b) Packing List

- c) Certificate of pre-despatch inspection by Purchaser's representative/ nominee
- d) Manufacturer's test certificate
- e) Consignee's Certificate confirming receipt and acceptance of goods
- f) Any other document specified.

15.6 While claiming reimbursement of duties, taxes etc. (like GST) from Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to Purchaser, Purchaser's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to Purchaser immediately on receiving the same from the concerned authorities.

15.7 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- b) Delay in supplies, if any, has been regularized.
- c) The contract price where it is subject to variation has been finalized.
- d) The supplier furnishes the following undertakings:

"I/ We, _____ certify that I/ We have not received back the Inspection Note duly receipted by the consignee or any communication from Purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/ We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of despatch whichever is later.

16. Delay in the supplier's performance

16.1 The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by Purchaser in the List of Requirements and as incorporated in the contract.

16.2 Subject to the provision under GCC clause 18, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

- a) imposition of liquidated damages,
- b) forfeiture of its performance security and
- c) termination of the contract for default.

- 16.3** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform Purchaser in writing about the same and its likely duration and make a request to Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 16.4** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) Purchaser shall recover from the supplier, under the provisions of the clause 17 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - c) But nevertheless, Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Duties and Taxes (e.g. customs duty, GST etc) or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 16.5** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier despatches 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 Purchaser.

17. Liquidated damages

Subject to GCC clause 18, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, Purchaser shall, without prejudice to other rights and remedies available to Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price (including elements of GST & freight) of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During

the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 16.4 above shall also apply.

18. Force Majeure

- 18.1** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by 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. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 18.2** Notwithstanding the provisions contained in GCC clauses 16, 17 and 19 the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 18.3** In case due to a Force Majeure event Purchaser is unable to fulfil its contractual commitment and responsibility, Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

19. Termination for default

- 19.1** Purchaser, without prejudice to any other contractual rights and remedies available to it (Purchaser), 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 Purchaser pursuant to GCC sub-clauses 16.3 and 16.4.
- 19.2** In the event of Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 19.1 above, Purchaser may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to Purchaser for the extra expenditure, if any, incurred by Purchaser for arranging such procurement.
- 19.3** Unless otherwise instructed by Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

20. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without

any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to Purchaser.

21. Termination for convenience

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

21. Governing language

The contract shall be written in Official Language or English language following the provision as contained in ITB clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

22. Notices

- 22.1** Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 22.2** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23. Code of Integrity in Public Procurement:

- 23.1 Code of Integrity:** Procuring authorities as well as bidders, suppliers, contractors and consultants -should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- a. **"Corrupt practice"** - making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

- b. **“Fraudulent practice”** - any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- c. **“Anti-competitive practice”** - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- d. **“Coercive practice”** - harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e. **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain;
- f. **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

23.2 Obligations for proactive disclosures:

Procuring authorities as well as bidders, suppliers, contractors and consultants, are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.

23.3 Penalties

Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid-documents or Contract, If the procuring entity comes to a conclusion that a (prospective) bidder /contractor directly or through an agent has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including:

- a) if his bids are under consideration in any procurement
 - i) Forfeiture or encashment of Bid Security (EMD)
 - ii) calling off of any pre-contract negotiations, and;
 - iii) rejection and exclusion of the bidder from the procurement process

- b) if a contract has already been awarded
 - i) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity,;
 - ii) Forfeiture or encashment of any other security or bond relating to the procurement;
 - iii) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- c) Provisions in addition to above:
 - i) Removal from the list of registered suppliers and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - ii) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - iii) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

24. Fall Clause

24.1 The price charged for the store supplied under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/ organisations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.

24.2 If at any time, during the said period the contractor reduces the sale price, sells or offers to sell such stores to any person/ organisation including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchaser and price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however not apply to:-

- a) Export/Deemed Exports by the Contractor,
- b) Sale of goods as original equipment prices lower than the prices charged for normal replacement.
- c) Sale of goods such as drugs which have expiry dates, and
- d) Tenders submitted in response to fixed quantity contract enquiries issued by the Purchaser.

24.3 The contractor shall furnish the following certificate to concerned Paying Authority along with each bill for payment for supplies made against the Rate Contract:

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Purchaser under the contract herein and such stores have not been offered/ sold by me/ us to any person/ organisation , including the purchaser or any Department of Central Government or any Department of a

State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the RC at a price lower than the price charged to the Purchaser under the contract except for quantity of stores categorised under sub-clauses (a), (b), (c) and (d) of Clause 24.2 above.

NOTE: The Contractor will also inform the Purchaser as soon as supplies against a supply orders placed against the Rate Contract are completed."

25. Resolution of disputes

- 25.1** If dispute or difference of any kind shall arise between Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either Purchaser or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015, as per following clause 25.2 to 25.9.
- 25.2** (i) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract [except as to any matters the decision of which is specially provided for by these or the special conditions, i.e., excepted matters (non-arbitrable)] the same shall be referred to the sole arbitration of an Arbitrator in terms of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. Arbitrator shall be a person possessing qualifications laid down in Clause 25.2 (ii) below and shall be appointed by 'The Authority' mentioned in NIT and/ or SCC.
- (ii) Qualification for appointment as Sole Arbitrator:
- a) Officer of the Purchaser or the Government of the State who has retired not below SAG level or equivalent, 3 years after his date of retirement.
 - b) Age of Arbitrator at the time of appointment shall not exceed 70 years.
- (iii) An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past. Retired officer being appointed as arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servant have expressed views on all or any of the matters under dispute or difference.
- (iv) The award of the arbitrator shall be final and binding on the parties to this contract.
- 25.3** In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 25.4** It is further a term of this contract that no person other than the person appointed by 'The Authority' as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

- 25.5** (i) The cost of arbitration shall be borne by the concerned parties in terms of section 31 (A) of Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015: The cost shall inter-alia include fee of the Arbitrator, as per the rates fixed by The Purchaser or the Government of the State from time to time. Further, the fee payable to the Arbitrator would be governed by instructions issued on the subject by The Purchaser and/or the Government of the State from time to time irrespective of the fact whether the Arbitrator is appointed by the Purchaser or the Government of the State under this clause or by any court of law unless specifically directed by Hon'ble court otherwise on the matter.
- (ii) Arbitrator shall be entitled to 50 percent extra fee, if award is made within 6 months in terms of provisions contained in section 29(A) (2) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.
- (iii) Besides above, Arbitrator shall also be entitled for this extra fee, in cases, where Fast Track Procedure in terms of section 29 (B) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015, is followed.
- 25.6** Subject as aforesaid, the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 25.7** The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine in terms of section 20 of the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2015.
- 25.8** In this clause 'The Authority', to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 25.9** It is further a term of this contract that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.

26. Book Examination Clause

26.1 The contractor shall, whenever required, produce or cause to be produced for examination by any Government Officer authorised in that behalf any cost or other account, book of account voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government officer on the question of relevancy of any document, information or return being filed and binding on the parties). The obligation imposed by this clause is without prejudice to the obligations of the contractor under any statute, roles or orders binding on the contractor.

26.2 The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company, the authorised Government Officer shall have power to secure that the books of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection.

27. Serious Misdemeanour

27.1 Following would be considered serious misdemeanours:

- i. Other than in situations of force majeure, after opening of financial bids, the supplier withdraws from the procurement process or after being declared as successful bidder: (a) withdraws from the process; (b) fails to enter into a procurement contract; or (c) fails to provide performance security or any other document or security required in terms of the bidding documents.
- ii. If a firm directly or through an agent violates during procurement or execution of the contract - the code of ethics mentioned in clause 23 above and Clause 4 of the ITB or the Integrity Pact if applicable as per the AITB;
- iii. Violates the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to The Procuring Entity;
- iv. Violates the Fall clause included in the rate contract;
- v. Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- vi. On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of the Government.

27.2 Besides, suitable administrative actions, like rejecting the offers, Holiday Listing or delisting of registered firms, Purchaser would may take other remedies available to it including banning/ blacklisting Tenderers committing such misdemeanour, including declaring them ineligible to be awarded Purchaser contracts for indefinite or for a stated period.

APPENDIX 1: TENDER FORM

(Ref Para 7 & 11 of NIT)

(To be submitted as part of Technical Bid)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

.....

[Complete address of Purchaser]

Ref: Your Tender document No.dated

I/ We certify that this Tender Form declaration is in regard to both Technical Bid and financial Bid.

I /We confirm that I /We are authorized to submit tender on behalf of the bidder participating in the tender and have perused the entire Tender Enquiry document including all its amendments till date.

Having perused the subject Bid Document with all amendments (wherever applicable) and notwithstanding the fact that we are not signing and submitting some of the sections of the Bid Documents, I/We hereby confirm unconditional acceptance and compliance to abide by all the terms and conditions as mentioned in Bid Documents, including Technical Particulars, General Technical Requirements, General Terms & Conditions, Special Terms & Conditions, wherever indicated, offer Validity, Terms of Delivery, Payment Terms and Guarantee/Warranty without any deviations whatsoever. I/We also confirm acceptance of Arbitration Clause as given in Bid Documents. I/ We further confirm that, if our tender is accepted, all such terms and conditions would continue to be acceptable and applicable to the resultant contract, even though some these documents may not be included in the Contract Documents signed by us.

I/We certify that we have no conflict of interest in accordance with ITB Clause 4.2 and 4.4.3, and the prices quoted against the Tender Enquiry are competitive and without adopting any unfair/unethical means including cartelization.

I/ We agree to keep our tender valid for acceptance for a period upto -----, as required in the ITB clause 22, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal

[Name of Procuring Entity]

contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

I/ We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract. I/ We are fully aware of the fact that in the event of my / our failure to deposit the required security amount and failure to execute the agreement, my / our earnest money deposited with the Purchaser shall be forfeited besides other penalties under the conditions of this Bid Document.

I/ We, solemnly declare, in accordance with ITB clause 2 (d), and 4.2 that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract – do not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

I/ We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 4.3 of the ITB. I / We confirm that scanned copies of documents / affidavits / undertakings, uploaded along with our Technical Bid are valid, true and correct to the best of our knowledge and belief. In case any dispute, if so arises, related to the validity and truthfulness of any of such documents / affidavits / undertakings, I/ we shall be fully responsible and liable for the same. Upon acceptance of our Financial Bid, I/ we shall be submitting for scrutiny, on demand by the Purchaser, originals and self-certified copies of all such certificates, documents, affidavits / undertakings.

I/We also certify that the information given above is factually correct, true and nothing material has been concealed.

I/ We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

.....

APPENDIX 2: BIDDER INFORMATION FORM

(Ref Para 24.2 of ITB)

(To be submitted as part of Technical Bid)

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

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

Tender Reference No.:

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
4. Bidder's Legal Address in India of Registration: []
3. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
4. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> - Articles of Incorporation or Registration of firm named in 1, above

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

.....

APPENDIX 3: CONFIRMATION/ DEVIATION STATEMENT FROM SECTION VII: TECHNICAL SPECIFICATIONS AND QUALITY ASSURANCE

(Ref Para 17.1 & 36.5 of ITB)

(To be submitted as part of Technical Bid, along with supporting documents, if any)

The tenderer is to provide the required details, information, confirmations, etc, failing which its tender is liable to be ignored. Prospective bidders shall comply with the feature specifications (including Warrantee Obligations) and submit a clause by clause "Specification Compliance Certificate" with their Technical Bid.

Tender Reference No.: _____

Tender Title: _____

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception	Justification/ Reason
	Section	Clause/ Para			

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all Technical Specifications, Quality Assurance and Warranty requirements except for deviations/ exceptions mentioned above and any contrary terms and conditions if mentioned in our Tender (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void. Any exceptions/deviations brought out elsewhere in the bid shall not be construed as valid.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

APPENDIX 4: CONFIRMATION/ DEVIATION STATEMENT FROM SECTION VIII: ELIGIBILITY AND QUALIFICATION CRITERIA

(Ref Para 18.1 (b) & 36.4 of ITB)

(Along with supporting documents, if any)

Tender Reference No.: _____

Tender Title: _____

[Statements and Documents to confirm conformity to Eligibility and Qualification Criteria may be mentioned/ attached here. The list below is indicative only, you may attach more documents as required to conform your eligibility and qualification.]

Sr	Document Attached, duly filled, signed and copies self-attested
1	Copy of valid License issued by the Food Safety & Standard Authority of India (Under Food Safety & Standard Act, 2006)
2	Copy of valid license issued by the Food Safety & Standard Authority of India (Under Food Safety & Standard Act, 2006) – E.F.F.
3	Copy of Legal and valid license issued by the Bureau of Indian Standards for usage of ISI Mark
4	Copies of documents/ Self certificate proving that the bidder (manufacturer or principal of authorised representative) has regularly for at least the last <i>[five]</i> years, ending 31st March of the previous financial year (hereinafter called 'The relevant Date'), manufactured, and supplied ISI Mark Refined Iodised Salt, (hereinafter called 'The Product')
5	Copies of documents proving that the bidder (manufacturer or principal of authorised representative) has manufactured and supplied at least <i>[30% of the required quantity rounded up to the next whole integer]</i> quantity of 'The Product' in the last five years ending on 'The relevant Date'.(This quantity is herein after referred as 'The Qualifying Quantity'). Details of satisfactory completion of contract for supply of similar goods in the preceding five years providing documentary evidence such as contract agreement, completion certificate, certified final invoice, final delivery for each contract.
6	Copies of certificate issued by Salt Commissioner, Jaipur or his authorised officer proving that the bidder (manufacturer or principal of authorised representative) is registered with tem and has an Annual Capacity to Manufacture and Supply at least 'The Qualifying Quantity' of the ISI Mark Iron fortified refined Iodised Salt.
7	Copies of Certificate of Chartered Accountant proving that the average annual financial turnover of the bidder firm (manufacturer or principal of authorised representative) during the last three years, ending on 'the relevant date', should be at Rs. <i>[value of 30% of the required quantity]</i> as per audited balance sheet and profit & loss account of the relevant period.
8	Notarized copy of Bank Solvency Certificate either for the minimum specified amount or for more than it. Copies of balance sheet of the company for the last

[Name of Procuring Entity]

	three years.
9	Original of Power of Attorney issued in favour of Authorized Person by the Tenderer on Non-Judicial Stamp Paper of Rs.1,000/- (Rupees one thousand only), OR Authority Letter on Non-Judicial Stamp Paper of Rs.1,000/- (Rupees one thousand only)
10	Self-certified copy of registration certificate of the Tenderer's organization – in case of partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Bye-laws and registration certificate

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

.....

APPENDIX 5: CONFIRMATION/ DEVIATION STATEMENT FROM COMMERCIAL CONDITIONS

(Ref Para 19 & 36.6 of ITB)

(Along with supporting documents, if any)

Tender Reference No.: _____

Tender Title: _____

Sl. No.	Ref of Tender Document Section, Clause		Subject	Deviatio n/ Exception	Justificat ion/ Reason
	Section	Clause/ Para			

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all commercial conditions except for deviations/ exceptions mentioned above and any contrary terms and conditions if mentioned in our Tender (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void. Any exceptions/deviations brought out elsewhere in the bid shall not be construed as valid.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

.....

APPENDIX 6: CHECK-LIST

(Ref para 19 of ITB)

(To be submitted as part of Technical Bid)

To be submitted along with the Technical Bid:

Tender Reference No.: _____

Tender Title: _____

Name and address of the Tenderer: _____

Type of establishment of tenderer: _____

(Proprietary / Firm / Company)

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1	Appendix 1.- Tender Form (to serve as covering letter and declarations applicable for both the Technical Bid and Financial Bid)	
2	All Documents as per Appendix 2 – Details of the Bidder	
3	All documents as per Appendix 3 – Documents Establishing Technical Suitability of Goods and Services offered as per ITB Clause 17	
4	All documents as per Appendix 4 – Documents Establishing the Eligibility and Qualification of the Bidder as per ITB clause 18	
5	All documents as per Appendix 5 – Documents Establishing Conformity to Commercial and other Clause of the Bid Document as per ITB clause 19	
6	This Checklist as per Appendix 6	
7	Appendix 8 – Documents establishing payment of Cost of Bidding Document	
8	Appendix 9 – Documents establishing Submission/ waiver of Earnest money amount (as specified in the Section VI: Schedule of Requirements) furnished in accordance with ITB clause 23 alternatively, documentary evidence as per ITB clause 23.2 for claiming exemption from payment of earnest money; and	
9	Format 1 - Manufacturer's Authorization Form duly filled up (if applicable to the bidder concerned)	
10	If so stipulated in AITB, duly signed Integrity Pact as per format provided, in which case, the validity of EMD must be accordingly prolonged.	
11	Appendix 7- Price Schedule (To be submitted separately as Financial Bid) including all financially relevant details including details required to be submitted regarding applicability of Taxes and Duties as per ITB clause 21.	
12	Copy of valid License issued by the Food Safety & Standard Authority of India (Under Food Safety & Standard Act, 2006)	
13	Copy of valid license issued by the Food Safety & Standard Authority of India (Under Food Safety & Standard Act, 2006) – E.F.F.	
14	Copy of Legal and valid license issued by the Bureau of Indian	

4	Standards for usage of ISI Mark	
1 5	Copies of documents/ Self certificate proving that the bidder (manufacturer or principal of authorised representative) has regularly for at least the last <i>[five]</i> years, ending 31st March of the previous financial year (hereinafter called 'The relevant Date'), manufactured, and supplied ISI Mark Refined Iodised Salt, (hereinafter called 'The Product')	
1 6	Copies of documents proving that the bidder (manufacturer or principal of authorised representative) has manufactured and supplied at least <i>[30% of the required quantity rounded up to the next whole integer]</i> quantity of 'The Product' in the last five years ending on 'The relevant Date'.(This quantity is herein after referred as 'The Qualifying Quantity'). Details of satisfactory completion of contract for supply of similar goods in the preceding five years providing documentary evidence such as contract agreement, completion certificate, certified final invoice, final delivery for each contract.	
1 7	Copies of certificate issued by Salt Commissioner, Jaipur or his authorised officer proving that the bidder (manufacturer or principal of authorised representative) is registered with tem and has an Annual Capacity to Manufacture and Supply at least 'The Qualifying Quantity' of the ISI Mark Iron fortified refined Iodised Salt.	
1 8	Copies of Certificate of Chartered Accountant proving that the average annual financial turnover of the bidder firm (manufacturer or principal of authorised representative) during the last three years, ending on 'the relevant date', should be at Rs. <i>[value of 30% of the required quantity]</i> as per audited balance sheet and profit & loss account of the relevant period.	
1 9	Notarized copy of Bank Solvency Certificate either for the minimum specified amount or for more than it. Copies of balance sheet of the company for the last three years.	
2 0	Original of Power of Attorney issued in favour of Authorized Person by the Tenderer on Non-Judicial Stamp Paper of Rs.1,000/- (Rupees one thousand only), OR Authority Letter on Non-Judicial Stamp Paper of Rs.1,000/- (Rupees one thousand only)	
2 1	Self-certified copy of registration certificate of the Tenderer's organization – in case of partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Bye-laws and registration certificate	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

* * *

APPENDIX 7 – PRICE SCHEDULE

(Ref Para 20.3, 20.4, 21.1(a) of ITB)

(To be submitted as part of Financial Bid only)

Tender Reference No:		Bidder's Reference No and Date:	
Tender Title: Rate Contract for Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns			
Bidder's Name:		[Address and Contact Details]	
(OEM) Manufacturer's Name:		[Address and Contact Details]	
Registered/ Certified Works/ Factory		[Address and Contact Details]	
GST Bidder Category	Inter State Bidders (IGST) / Intra State Bidders (CGST and SGST);/ Bidder registered under GST composition scheme	GST Registration Numbers in State of Consignor and Consignee	

To,

(Name and Address of Purchaser)

We hereby certify that we are established firm of manufacturers / authorised agents of M/s..... with factories at which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of the Purchaser. In terms of and as an addendum to the Appendix 1: Tender Form, We hereby quote our lowest prices and certify that these prices are competitive and without adopting any unfair/unethical means including cartelization.

We declare that our quoted tax structure/rates are as per GST Act and further that (strikeout whichever is not applicable):

We are registered under GST and copy of GST Registration Certificate issued by appropriate authority of India is enclosed herewith.

OR

We are exempt from GST registration under specific notification/ circular / section / rule issued by statutory authorities and a certificate from a practicing Chartered Accountant (CA) to the effect that we fulfil all conditions so prescribed.

Tender Document Rate Contract for Iron fortified refined Iodized Salt (Double Fortified Salt)

Schedule No:	Package Name, for the Scope of supplies to Godowns as laid down in the Section VI: Schedule of Requirements	Estimated Yearly Call-off Quantity ¹	Minimum Order Quantity	Committed Rate of Supply per month	Basic Rate/ Unit Exclusive of GST (in Rs) ²	CGST and SGST Rates applicable (%) and Amount per unit in Rs		"State Compensation cess in amount(per unit) (if any) (in Rs)"	Other Charges(per unit)(in Rs)(if any)	All inclusive Unit Rate including Taxes and Duties	All inclusive Cost including Taxes and Duties
						CGST	SGST/ UT-GST				
						_____%	_____%				
1	2	3	4	5	6	7	8	9	10	11	12
1		[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]
		[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]
2		[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]
		[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]
3		[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]
		[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]

- The offered rates shall be treated in terms of net weight of ISI Mark Iron fortified refined Iodised salt and neither the weight of bags nor that of other packing material shall be added. The Purchaser shall not be liable to make any payment towards the weight of such material. The payment shall be made strictly in accordance with the net weight of salt supplied.
- HNS/ SAC Code for the quoted item is _____.
- The Rate Quoted shall be inclusive of all related activities/ payments, such as, production of ISI Mark Iron fortified refined Iodised Salt in the specified factory of producer, its testing, packing, providing containers, transportation for supply in the godown, transit insurance, payment for Hammali (loading, unloading and stacking) at destination godowns.
- The Rate quoted for a package would be uniformly applicable to all the Districts and Godowns included in that package, including all the incidental services. Separate rates for different Godowns/ Districts in a package would not be entertained.

¹ Estimated Monthly requirement would be 1/12th of the Annual call-off

² inclusive of packing, transportation, transit insurance, loading/ unloading and stacking at site and including tax and related surcharges on such services included

[Name of Procuring Entity]

5. **Scope of Supply:** (Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental services e.g. Testing, Packaging, Transportation, transit Insurance, loading/ unloading and stacking at intermediate and final destinations, considered necessary to make the proposal self-contained and complete must be indicated here.)

6. It is hereby certified that we have understood the Instructions to Bidders and Additional Instructions to Bidders (ITB and AITB), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Assurance Requirements and other stipulations in Section VII – Technical Specifications and Quality Assurance; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

7. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ---- days from the date of opening of tender (i.e. upto -----), We shall be bound by the communication of acceptance despatched within the prescribed time.

8. During the contract period for supply of ISI Mark Iron fortified refined Iodised salt, no additional payment shall be made towards any increase in related ingredients/components, such as raw material, electricity, transportation cost, labour, revision of applicable taxes on raw material, or for any other increase whatsoever.

Dated.....

Signature and seal of *Manufacturer/Bidder*

- Note - (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
 - (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
 - (iv) Figures in Columns 3 to 12 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
 - (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

**APPENDIX 8: DOCUMENTS FOR ESTABLISHING PAYMENT
OF COST OF BIDDING DOCUMENTS**

(Ref Para 9.1 of ITB)

(To be submitted as part of Technical Bid)

**APPENDIX 9: DOCUMENTS FOR ESTABLISHING
SUBMISSION/ WAIVER OF EMD**

(Ref Para 23.4 of ITB)

(To be submitted as part of Technical Bid)

FORMAT 1: MANUFACTURER'S AUTHORIZATION FORMAT

(Ref Para 18.1 (c) of ITB)

To

.....
.....

(Name and address of Purchaser)

Dear Sirs,

Ref. Your Tender document No....., dated

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

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

We also hereby extend our full warranty, as applicable as per clause 11 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

.....
.....

[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

Note: This letter of authorisation 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.

FORMAT 2: LETTER OF AUTHORITY FOR ATTENDING BID OPENING/ PRE-BID CONFERENCE

(Ref Para 10.5 & 28.2 of ITB)

To,

[Name, Address and Contact details of Purchaser]

Subject: Authorization for attending bid opening on _____ (date) in the
Tender of _____.

Following persons are hereby authorized to attend the Pre-bid Conference/ bid opening for
the _____ tender mentioned above on behalf of
_____ (Bidder) in order of preference
given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

Note:

1. Maximum of two representatives will be permitted to attend pre-bid conference/ bid opening. In cases where it is restricted to one, first named representative will be allowed to attend. Alternate representative will be permitted when regular representatives are not able to attend.
2. In case of pre-bid conference, self attested copy of proof of purchase of Bid documents, in the name of the bidder must be enclosed with this authorization, without which entry would be refused. Bid documents would be available for sale at the site also.
3. Permission for entry to the hall where even is held may be refused in case authorization as prescribed above is not produced.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

.....

FORMAT 3 – CONTRACT FORM

(Ref Para 38.6 of ITB)

(Name and address of [Purchase Entity]'s office issuing the contract)

Rate Contract No..... dated.....

To,

[Name & address of the Supplier]

Subject: Rate Contract for Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns

Ref: 1. This office' Notification of Award No..... dated

2. This office Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred as 'The Tender Documents')

3. Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred as 'Your Offer')

Dear Sir/ Madam,

You are hereby informed that 'your offer' referred above read with subsequent letters mentioned above for the Stores specified in the Schedules annexed herewith have been accepted. This rate contract will be governed by the terms and conditions as brought in this Contract Form and in the documents listed in para below.

2. In addition to this Contract Form, the terms and conditions, which are included in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract), shall also be deemed to form and be read and construed as part of this contract. Extract of conditions concerning operation of Rate contract are summarised in Schedule E enclosed for ready reference.

Note: The words, expressions, definitions and abbreviations used in this contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'The Tender Documents'.

(Signature, name and address of [Purchase Entity]'s authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Place:_____ Date:

Annexes: Schedules A, B; C, D, E and F

SCHEDULE – A: General

1. Rate Contract No.: _____ Dated _____ for Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns

2. (a) Name and Full Address of the RC holding Firm:-

(b) Name and Full Address of Manufacturer:-

(d) Status of the Firm: _____ (MSE etc); (c) Brand: _____

3. Validity of Rate Contract: [e.g. 1st April, 2018 to 31st March, 2019]

4. Details of parallel Rate Contracts: See Schedule F

5. Description of Package/ Schedule, Item, Quantity, Destinations, Technical Specification, Packing, Quality Assurance, Delivery Terms and Delivery period: See Schedule B and C

6(a)-Annual Turnover:

2016-17	Rs. _____ Lakhs
2015-16	Rs. _____ Lakhs
2014-15	Rs. _____ Lakhs

(b)-Monetary Limit (In Rs.) upto which Supply Orders would be placed: _____

7. Unit, Rate, Discount, Taxes and Duties: See Schedule D

8. Payment terms: 100% payment against receipt at destination godowns, duly loaded/ unloaded and stacked, against following documents:

1	Original Invoice
2	Packing List
3	Certificate of pre-despatch inspection by Purchaser's representative/ nominee
4	Manufacturer's test certificate
5	Consignee's Certificate confirming receipt and acceptance of goods
6	Any other document specified

9. Paying Authority: _____

10. Inspection Authority _____

11. Quality Assurance Officer/ inspecting officer: _____

12. Place (firm's factory premises) where the stores are to be tendered for inspection at _____

13. Purchaser reserves the right for pre-dispatch inspection at manufacturer's premises or consignee end inspection after receipt of stores or at both places, at the option of indentors.

14. R/C is DDOs operated: Yes/ (No, centrally operated by _____).

15. Jurisdiction/ Arbitration Clause

a) Jurisdiction will be the place of issue of the rate contract. Sole Arbitrator will be appointed by _____. Further, since this Rate Contract is governed

Tender Document Rate Contract for Iron fortified refined Iodized Salt (Double Fortified Salt)

by arbitration clause, the dispute cannot be referred by the supplier or entertained by Facilitation Council or any other Adjudicating Forum.

SCHEDULE – B: Description and Scope of Supplies, Schedules/ Packages, Quantities, Destinations

1. Rate Contract No.: _____ Dated _____ for Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns

2. (a) Name and Full Address of the RC holding Firm:-

(b) Name and Full Address of Manufacturer:-

(c) Brand: _____

Schedule No:	Package Name, for the Scope of supplies to Godowns	Estimated Yearly Call-off Quantity ³	Accounting unit	District	Block	Godown/ Storage/ Supply Centre	Annual Qty
1	2	3	4	5	6	7	8
1	[Package/ Zone 1]						
2	[Package/ Zone 2]						

1. Delivery Period:

(a) Lead Time: ----- Days

(b) Monthly Rate of Supply: ----- Nos

2. Destination, Ultimate Consignee: As per column 7 above, preferred Transportation by Road.

3. Required Terms of Delivery: Free At Destination (Godown) duly Unloaded and Stacked

4. **Description of Item and Scope of Supply:** Manufacture and Supply of ISI Mark Iron fortified refined Iodized Salt (Double Fortified Salt) as per specification and quality assurance prescribed including incidental services e.g. Testing, Packaging, and Transportation, transit Insurance, loading/ unloading and stacking at intermediate and final destinations

5. In the event of establishments of new supply centres in the specified area / district, the rates approved for that zone shall be applicable and the supplier / contractor shall be bound to accept the same.

6. Maximum Quantity Offered: _____

7. Minimum Quantity in Single Supply Order: _____

8. Minimum order Value in Single Supply Order: _____

³ Estimated Monthly requirement would be 1/12th of the Annual call-off

SCHEDULE – C: Specifications, Quality Assurance and Packing Details

Rate Contract No.: _____ Dated _____ for Supply;
packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron
fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns

1. **Specifications of Double Fortified (Iron & Iodine) Mix Salt:**

Please refer to Section VII Technical Specifications and Quality Assurance of the Bid
Document

[Name of Procuring Entity]

SCHEDULE – D: Prices, Taxes and Duties

Rate Contract No.: _____ Dated _____ for Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns

Schedule No:	Package Name, for the Scope of supplies to Godowns as laid down in the Section VI: Schedule of Requirements	Estimated Yearly Call-off Quantity ⁴	Minimum Order Quantity	Committed Rate of Supply per month	Basic Rate/ Unit Exclusive of GST (in Rs) ⁵	CGST and SGST Rates applicable (%) and Amount per unit in Rs		"State Compensation cess in amount(per unit) (if any) (in Rs)"	Other Charges(per unit)(in Rs)(if any)	All inclusive Unit Rate including Taxes and Duties
						CGST	SGST/ UT-GST			
						_____ %	_____ %			
1	2	3	4	5	6	7	8	9	10	11
1		[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]
		[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]
2		[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]
		[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]
3		[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]	[in figures]
		[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]	[In Words]
GST Bidder Category		Inter State Bidders (IGST) / Intra State Bidders (CGST and SGST); / Bidder registered under GST composition scheme			GST Registration Numbers in State of Consignor and Consignee		Purchaser's GSTIN for State of Consignee			

1. HNS/ SAC Code for the item is _____.

2. The rates are treated in terms of net weight of ISI Mark Iron fortified refined Iodised salt and neither the weight of bags nor that of other packing material shall be added. The Purchaser shall not be liable to make any payment towards the weight of such material. The payment shall be made strictly in accordance with the net weight of salt supplied.

⁴ Estimated Monthly requirement would be 1/12th of the Annual call-off

⁵ inclusive of packing, transportation, transit insurance, loading/ unloading and stacking at site and including tax and related surcharges on such services included

Tender Document Rate Contract for Iron fortified refined Iodized Salt (Double Fortified Salt)

3. The Rate is inclusive of all related activities/ payments, such as, production of ISI Mark Iron fortified refined Iodised Salt in the specified factory of producer, its testing, packing, providing containers, transportation for supply in the godown, transit Insurance, payment for Hammali (loading, unloading and stacking) at godowns.
4. **Scope of Supply:** (Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental services e.g. Testing, Packaging, Transportation, transit Insurance, loading/ unloading and stacking at intermediate and final destinations, considered necessary to make the proposal self-contained and complete must be indicated here.)

5. During the contract period for supply of Double Fortified (Iron and Iodine Mix) salt, no additional payment shall be made towards any increase in related ingredients/components, such as raw material, electricity, transportation cost, labour, revision of applicable taxes on raw material, or for any other increase whatsoever.

[Name of Procuring Entity]

SCHEDULE – E: Summary of Conditions Concerning Operation of Rate Contract

Rate Contract No.: _____ Dated _____ for Supply;
packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron
fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns

Please refer to clause 7 of ITB and clauses 7.2 to 7.8 and 24 of the GCC relating to
operation of Rate Contract:

SCHEDULE – F: List of other Parallel Rate Contracts, if any

Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI Mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns

Sr. No.	NAME & FULL ADDRESS OF FIRM	R/C NO & DATE

NOTE:

(1) Before placing supply order, DDOs are advised to check with the Contract Issuing officer or on the website whether any further RCs have been awarded or amendments to Rate Contract have been issued.

(2) All the R/C particulars including prices in respect of individual R/C's are available on Department's website _____, which can be accessed by all.

[Name of Procuring Entity]

SCHEDULE – G: GCC and SCC

Please refer to Section IV and Section V respectively of the Bid Document

[XXXXX]

FORMAT 4: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(Ref Para 38.4 of ITB and para 6.2 (c) of GCC)

To

[Fill in the name of 'Authority' in whose name Tender is invited as per NIT].

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no date..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with 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 total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until theday of20.....

[Name of Procuring Entity]

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

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

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the state headquarters.

FORMAT 5: NEFT MANDATE FORM

(Ref Para 15.2 of GCC)

(On the Letterhead of the Bidder/ Contractor)

From: M/s. -----

Date: -----

Contract Ref No. _____ dated _____

To:

(Insert Name and Address of Purchaser's Paying Authority as per Contract)

Dear Sir/ Madam

Sub: NEFT payments

With reference to the above-mentioned contract awarded to us by you, we hereby give our consent to accept the related payments of our claims/bills on you through Cheques or Internet based online E-Payment systems at your sole discretion. Our Bank account details are as under:

1.	Name of City	
2.	Bank Code No.	
3.	Branch Code No.	
4.	Bank's Name	
5.	Branch Address	
6.	Branch Telephone / Fax No.	
7.	Supplier's Account No.	
8.	Type of Account	
9.	IFSC code for NEFT	
10.	IFSC code for RTGS	
11.	MICR Code No.	
12.	Supplier's name as per Account	
13.	PAN number	
14.	Email ID	
15.	Mobile/ Telephone Number	
16.	Address	

In Lieu of Bank Certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank pass book issued by your bank for verification of the above particulars. Also attached self attested copy of PAN card.

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option intimation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of the Beneficiary

Certified that the above particulars are correct as per our record.

Stamp and
Signature of authorized
official of the bank

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Rate Contract for Supply; packaging; transportation; transit Insurance, loading/ unloading and Stacking of ISI mark Iron fortified refined Iodized Salt (Double Fortified Salt) at the specified godowns