

NATIONAL INSTITUTE OF HYDROLOGY
(A Govt. of India Society under Ministry of Water Resources
River Development & Ganga Rejuvenation)
JALVIGYAN BHAWAN,
ROORKEE – 247 667 (UTTARAKHAND) INDIA
Tel: 91-1332-272108, 272106, Fax: 91-1332-272123. 273976
E-mail ; Website: www.nihroorkee.gov.in

TENDER NO. 5(VII)/2018-Pur-5/e-tender/5,

DATED: 09.01.2018

NOTICE INVITING e-TENDER

On line e-Tender are invited from reputed and prudential supplier / manufacturer etc. In Two bid systems for e-procurement of the following equipments:

Sl.No.	Name of Equipment	Quantity
01	SEISMO ELECTRICAL BASED GROUND WATER MAPPING SYSTEM	01 SET

Bidders, who are interested to submit bids, may visit <https://eprocure.gov.in> (Through Central Public Procurement Portal only). Instructions for web applying e-Tendering are given in **Annexure-1**. The entire tender document is also available at our website www.nihroorkee.gov.in.

For any clarification, please communicate to the following:
Tel: 91-1332-249217; Fax: 91-1332-272123, 273976
E-mail: : omkar.nihr@gov.in; Website: www.nihroorkee.gov.in.

TENDER NO. AND DATE : 5(VII)/2018-Pur-5/e-tender/5, DATED: 09.01.2018	
Description and Qty : For Full Specifications - Refer Annexure:2	
Estimated Value of Tender including +5% Quantity Provision (Approx.)	Rs. 30,00,000.00 Lakhs
Nature of Bidding	Two Part Bidding: 1st Part: Techno-Commercial Bid 2nd Part: Price Bid
Commencement of viewing and downloading tender document from https://eprocure.gov.in (Through Central Public Procurement Portal only)	23.02.2018
Due date & Time for submission	20.02.2018 at 1230 hours
Technical Bid Opening Date & Time	21.02.2018 at 1230 hours
Bid Submission : On-Line Bids (To be uploaded on or before the due date and Time)	Two Separate On-Line Bids PART-I: TECHNO-COMMERCIAL BID: I.e. Un-Priced Bid should contain following: Packet-1 Scanned copy of EMD in the form of DD Packet-2 Scanned copy of Process compliance statement (I.e. Annexure-A) printed on bidder's letter head with duly signed Packet-3: Scanned copy of signed and stamped duly filled (Annexure-3) Technical Bid along with deviation list if any. Packet-4: Scanned copy of a valid PAN Card. Packet-5: Scanned Copy of a valid TIN/GST registration Number. Packet-6: Scanned copy of Integrity Pact as per Performa appended as Annexure-B duly signed by the Bidder. PART-II: PRICED BID: Packet 1: BOQ PRICED BID The rates and prices quoted shall be in Indian

	Rupees only. Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices, taxes & duties. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system).
Procedure for Decrypting of Online Bids	Bids will be opened in seriatim viz., EMD, Techno-Commercial Bid and Price Bid.
Bid Validity	120 Days from date of Opening of Techno – Commercial Bid
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
EMD Amount : Rs. 60,000/- (Rupees Sixty thousand only)	
Original EMD by way of DD should be submitted in a Separate Sealed Cover super scribed as EMD for Tender No. 5(VII)/2018-Pur-5/e-tender/5, DATED: 09.01.2018 and the same to be addressed to :	
The Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667 (Uttarakhand), India on or before 20.02.2018.	
EMD/ BG Validity	120 Days from the Tender Opening Date.
Security Deposit (SD)	5% of the Contract Value in the event of placement of award of contract
Mode of Payment of SD	By Demand Draft in favour of NATIONAL INSTITUTE OF HYDROLOGY, payable at Roorkee
Payment Term	100% payment will be made after successful installation, commissioning, acceptance of the equipment at National Institute of Hydrology, Roorkee in good condition and to the entire satisfaction of end user and on production of unconditional 10% performance Bank Guarantee of total order value within 21 days after receipt of the supply order for a period of warrantee valid upto 60 days after the completion of performance obligations including warranty obligations.
Delivery Period	90 days from the date of Purchase Order / LOI
Bid Evaluation Basis	Techno-Commercially qualified Overall L1 basis.
Scope / Description Of Work – Technical Specification Details	Refer Annexure-2

PURCHASE OFFICER

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ANNEXURE - 1

INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre (NIC).
- Bidders should do the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available (on-line bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra / safe script.
- Bidder then need to login to the site through their user ID / password chosen during registration.
- The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg / .rar formats only.
- **Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on or before 20.02.2018. Scanned copy of the Instrument should be uploaded as part of the offer along with Techno-Commercial bid.**
- It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and Conditions (GTC) and Special Terms and Conditions (STC).
- The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

- The tendering system will give a successful bid up-dation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

SCOPE/DESCRIPTION OF WORK – TECHNICAL SPECIFICATION DETAILS

**PROCUREMENT
OF**

01	SEISMO ELECTRICAL BASED GROUND WATER MAPPING SYSTEM	01 SET
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TENDER NO. 5(VII)/2018-Pur-5/e-tender/5, DATED: 09.01.2018

Detailed Technical Specifications for purchase of

SEISMO ELECTRICAL BASED GROUND WATER MAPPING SYSTEM

GF6 Seismo-electric System	
Parameter	Specification
Technology	Seismo-Electric
Depth of Investigation	400m or higher
Operating Temperature	0 to 50deg C
Power	Dual USB from standard laptop
Laptop for data acquisition	Windows operating system, 8GB RAM, 320GB Hard Drive, 12.1" LCD, 2.2GHz Intel Core Duo (i5), Semi-rugged type laptop.
Software	Suitable software for data acquisition, processing and modelling to be supplied.
Accessories	
Generator	3KW or higher
Multi-meter	Auto ranging multi-meter with 50 foot extension cord
Roto Hammer	Bosch 11245EVS or MAKITA HR5210C or equivalent; 1-1/2-Inch X 31-Inch X 36-Inch Sds-Max Speed-X Rotary
Groundrod driver	Bosch SDS-Max 3/4 inch or equivalent
Copper Clad Steel or Stainless Steel Electrodes	8nos of 1.0m X 3/4 in. diameter
Stake puller system	
8lbs Sledge Hammer and 3lbs steel mallet	
Garden Shovel & Flat Shovel	
GPS (Garmin 72H Waterproof Handheld) or equivalent	
The other required accessories and software for the operation of seismo-electric system to be supplied as a standard package.	
Installation, Commissioning and Training for a period of 5days to be provided at NIH, Roorkee by a manufacturer engineer; Training program to cover the operation, maintenance of seismo-electric system inclusive of data acquisition and processing.	

ANNEXURE: 3**TECHNO-COMMERCIAL BID FORMAT****PROCUREMENT OF SEISMO ELECTRICAL BASED GROUND WATER MAPPING SYSTGEM - 01 SET****TENDER NO. 5(VII)/2018-Pur-5/e-tender/5, DATED: 09.01.2018**

Your offer Ref _____ Dated _____

Name of the Tenderer	
Address	
E-Mail ID	
Phone Nos:	
Detailed Technical Specification offered:	
Make/Manufacturer	
Name of Indian Manufacturer/Make	
COMMERCIAL TERMS	
Payment Term	100% payment will be made after successful installation, commissioning, acceptance of the equipment at National Institute of Hydrology, Roorkee in good condition and to the entire satisfaction of end user and on production of unconditional 10% performance Bank Guarantee of total order value within 21 days after receipt of the supply order for a period of warrantee valid upto 60 days after the completion of performance obligations including warranty obligations.
Delivery Period	90 days from the date of Purchase Order/LOI
Delivery Term	Free Delivery of Materials at NIH, Roorkee
Delivery Place	NIH, Roorkee
Offer Validity	120 days from the date of bid opening
Packing & Forwarding Charges	To Vendor's Account only
Excise Duty (if any) in %	
GST Registration No.	
Freight & Transit Insurance Charges	To Vendor's Account only
EMD Details (Rs. 60,000/-)	
Acceptance to give 5% Security Deposit in the event of placement of order	YES
Acceptance for LD Clause as per Annexure-6	YES
Acceptance to receive payment after successful delivery and installation in NIH, Roorkee.	YES
Acceptance to all other Tender norms, terms and conditions not mentioned herein	YES

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

**Technical Compliance of Goods
(ON THE LETTER HEAD OF THE BIDDER)**

GF6 Seismo-electric System		Quantity	Compliance (Yes/No)	Quoted Model
Parameter	Specification			
Technology	Seismo-Electric			
Depth of Investigation	400m or higher			
Operating Temperature	0 to 50deg C			
Power	Dual USB from standard laptop			
Laptop for data acquisition	Windows operating system, 8GB RAM, 320GB Hard Drive, 12.1" LCD, 2.2GHz Intel Core Duo (i5), Semi-rugged type laptop.			
Software	Suitable software for data acquisition, processing and modelling to be supplied.			
Accessories				
Generator	3KW or higher			
Multi-meter	Auto ranging multi-meter with 50 foot extension cord			
Roto Hammer	Bosch 11245EVS or MAKITA HR5210C or equivalent; 1-1/2-Inch X 31-Inch X 36-Inch Sds-Max Speed-X Rotary			
Groundrod driver	Bosch SDS-Max 3/4 inch or equivalent			
Copper Clad Steel or Stainless Steel Electrodes	8nos of 1.0m X 3/4 in. diameter			
Stake puller system				
8lbs Sledge Hammer and 3lbs steel mallet				
Garden Shovel & Flat Shovel				
GPS (Garmin 72H Waterproof Handheld) or equivalent				
The other required accessories and software for the operation of seismo-electric system to be supplied as a standard package.				
Installation, Commissioning and Training for a period of 5days to be provided at NIH, Roorkee by a manufacturer engineer; Training program to cover the operation, maintenance of seismo-electric system inclusive of data acquisition and processing.				

PRICE BID FORMAT

PROCUREMENT OF SEISMO-ELECTRICAL BASED GROUND WATER MAPPING SYSTEM - 01 SET

TENDER NO. 5(VII)/2018-Pur-5/e-tender/5, DATED: 09.01.2018

Sl. No.	Description and specifications of the Item	Qty in Units	Unit Price in Rs.	GST	Total Price in Rs.

Note: If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered". [Rule 173(i)(h) of GFR-2017]

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

Note: The above financial template should strictly have followed. Any deviation from the above template (in terms of description and specification of the item) may lead to cancellation of the tender.

****Price Bid Format - For E-PRO Reference only****

ANNEXURE - 5

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit of Rs.60,000/- (Rupees Sixty thousand only) by way of Demand Draft drawn in favour of National Institute of Hydrology, payable at Roorkee.
2. EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of contract.
3. EMD of the successful tenderer paid by way of Demand Draft may be adjusted towards security deposit.
4. Offers without EMD Payment, will be rejected.
5. EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions thereof, without prejudice to NIH's rights any, suffered by NIH, even after forfeiture of EMD.
6. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
7. Tenderers who are submitting EMD payment in the form of DD should upload the scanned copy of the same on or before the Closing Date and Time of the tender. The original EMD in the shape of DD should be directly sent to Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667 (Uttarakhand) with clear superscription on the cover as "EMD FOR PURCHASE OF SEISMO-ELECTRICAL BASED GROUND WATER MAPPING SYSEM - 01 SET", TENDER No.5(VII)/2018-Pur-5/e-tender/5, DATED: 09.01.2018 on or before the date 20.02.2018. On-line technical bids without receipt of EMD through DD in time will be rejected.

ANNEXURE - 6

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- **Successful tenderer shall have to make Security Deposit (SD) to the tune of 5% of Contract value within 21 days from the date of LOI / Purchase Order, either by Demand Draft or BG in NIH's approved format (Annexure - 8) with a validity of 60 Days beyond the date of completion of the Purchase Order / Delivery period. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to PURCHASE OFFICER, NATIONAL INSTITUTE OF HYDROLOGY, JALVIGYAN BHAWAN, ROORKEE - 247 667 (Uttarakhand).**
- **In case of EMD paid through DD by the successful tenderer, the same may be adjusted towards SD and for the balance amount the vendor shall have to submit by DD only. In case a vendor submits BG towards EMD, the successful tenderer shall have to submit 5% of the total contract value as SD by the way of DD / BG in NIH's approved (Annexure-8). Format**
- **In case the successful tenderer already paid EMD through DD and wish to submit 5% of SD through BG, the successful tenderer / vendor shall have to submit 5% of total contract value as SD by way of BG in NIH's approved format. After receipt of original BG towards 5% of SD for total contract value, EMD already paid by the vendor through DD will be returned back.**
- **If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.**
- **The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor carrying out all the obligations/operations as required per tender.**
- **Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract besides forfeiture of EMD.**
- **NIH reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by NIH due to failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of NIH in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question**
- **In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with NIH. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to NIH on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit in cash so that the total amount of security deposit shall not at any time be less than the specified amount.**
- **SD shall be liable for forfeiture without prejudice to any other claims in the event of breach of contract/failures by the contractor, if any.**
- **SD shall not carry any interest.**

ANNEXURE: 7

GENERAL CONDITIONS OF CONTRACT (GCC)

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "SCC" means the Special Conditions of Contract.
- (vii) "The Purchaser" as specified in Special Conditions of Contract.
- (viii) "The Purchaser's country" is "India".
- (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (x) "Day" means calendar day.

2 Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3 Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4 Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.2 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.3 The purchaser may be under obligation to make any document/information submitted by the bidder in response to this bid public if required under the provision of Right to Information Act 2005. Therefore, bidder may explicitly indicate if any document/information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would jeopardize the competitive position of the bidder.

5 Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6 Submission of the bids

6.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.

6.2 Tender documents are available for sale as per the information specified in Invitation for Bids. Interested bidders may purchase the tender documents on payment of the cost there of or download directly from our website, as indicated in invitation for bids. The Purchaser is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

7 **Performance Security**

7.1 Within 21 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the amount specified in SCC.

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

7.3 The Performance Security shall be submitted in one of the following forms:

- (i) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

7.5 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

8 **Inspections and Tests**

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9 **Packing**

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

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

10 **Delivery and Documents**

10.1 **Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.**

11 Insurance

11.1 **The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.**

12 Transportation

12.1 **Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.**

13 Incidental Services

13.1 **The supplier may be required to provide any or all of the following services, including additional services, specified in SCC, if any:**

- (i) **Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;**
- (ii) **Furnishing of tools required for assembly and/or maintenance of the supplied Goods;**
- (iii) **Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;**
- (iv) **Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and**
- (v) **Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.**

14 Spare Parts

14.1 **As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:**

- (i) **Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and**
- (ii) **In the event of termination of production of the spare parts:**
- (iii) **Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and**
- (iv) **Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.**

14.2 **Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.**

15 Warranty

15.1 **The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.****

15.2 **This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 30 months after the date of shipment whichever period concludes earlier, unless specified otherwise in the SCC.**

15.3 **The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their**

replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 07 days. If the supplier having been notified fails to remedy the defects within 07 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

16 Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser normally within forty-five (45) days after submission of the invoice or claim by the Supplier.

16.4 Payment shall be made in currency as indicated in the order.

17 Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

17.2 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered". [Rule 173(i)(h) of GFR-2017]

18 Change Orders

18.1 The Purchaser may at any time, by written notice given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:

- (i) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (ii) The method of shipping or packing;
- (iii) The place of delivery; and/or
- (iv) The Services to be provided by the Supplier.
- (v) The delivery schedule.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

19 Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20 Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21 Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

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

22 Delays In the Supplier's Performance

22.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely

- duration and its cause(s).
- 22.3 As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22.4 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalty clause.
- 23 **Penalty**
- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24 **Termination for Default**
- 24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 24.2 For the purpose of this Clause:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"
- 24.3 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- 25 **Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26 Termination for Insolvency

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

27 Resolution of Disputes

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

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

28 Governing Language

28.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

29 Applicable Law

29.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

30 Notices

30.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address specified in the SCC.

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

31 Taxes and Duties

31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

ANNEXURE-8
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses

1 Definitions (GCC Clause 1)

1.1 The Purchaser is 'The Director, National Institute of Hydrology (NIH), Roorkee (Uttarakhand), INDIA.

2 Performance Security (GCC Clause 7) Substitute clause 7.1 of the GCC by the following:

2.1 Within 21 days after the Supplier's receipt of order, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

2.2 If the performance security is not furnished within the stipulated time as per 2.1 above, the contract shall be deemed terminated in pursuance of GCC Clause 24.

3 Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

3.1 After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

3.2 The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

3.3 In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

3.4 Successful conduct and conclusion of the acceptance test for the installed goods and equipment's shall also be the responsibility and at the cost of the Supplier.

4 Manuals and Drawings

4.1 Before the goods and equipment's are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

4.2 The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.

4.3 Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

5 Packing (GCC Clause 9) Add as Clause 9.3 of the GCC of the following:

5.1 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Item Nomenclature
- (ii) Order/Contract No.
- (iii) Country of Origin of Goods
- (iv) Supplier's Name and

- (v) **Packing list reference number**
- 6 **Delivery and Documents (GCC Clause 10)**
- 6.1 **Delivery of the goods should be made within a maximum of 12 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:**
- (i) **4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;**
 - (ii) **Acknowledgment of receipt of goods from the consignee(s) by the transporter;**
 - (iii) **Insurance Certificate if applicable;**
 - (iv) **Manufacturer's/Supplier's warranty certificate;**
 - (v) **Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and**
 - (vi) **Certificate of Origin.**
 - (vii) **Two copies of the packing list identifying the contents of each package.**
- 6.2 **The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.**
- 7 **Insurance (GCC Clause 11)**
- 7.1 **For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from supplier place to final destination at National Institute of Hydrology, Roorkee on "All Risks" basis including War Risks and Strikes.**
- 8 **Incidental services (GCC clause 13) The incidental services also include:**
- 8.1 **Furnishing of 01 set of detailed operations & maintenance manual.**
- 9 **Warranty (GCC Clause 15)**
- 9.1 **Warranty period shall be 24 months from date of acceptance, installation and testing of Goods or 30 months from the dates of Shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. The warranty should be comprehensive on site.**
- 9.2 **If a different (read higher) period of warranty has been specified in the 'Technical Specifications' Chapter, then the period mentioned in Clause 9.1 above shall stand modified to that extent.**
- 10 **Payment (GCC Clause 16)**
- 10.1 **For Indigenous Suppliers: 100% Payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at National Institute of Hydrology, Roorkee in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 2.1 of SCC.**
- 11 **Penalty Clause (GCC Clause 23)**
- 11.1 **For delays: GCC Clause 23.1 – The applicable rate is 1% per week and the maximum deduction is 10% of the contract price.**
- 12 **Resolution of Disputes (Clause 28): Add as GCC Clause 27.3 the following:**
- 12.1 **The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:**
- (i) **In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director National Institute of Hydrology, Roorkee and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.**

- (ii) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- (iii) The venue of the arbitration shall be the place from where the order is issued.

13 **Applicable Law (GCC Clause 29)** Add as Clause 29.2 of the GCC the following:

13.1 The place of jurisdiction would be Roorkee (Uttarakhand) INDIA.

14 **Notices (GCC Clause 30)**

14.1 For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

(i) **Purchaser:** The Director,
National Institute of Hydrology,
Jal Vigyan Bhawan,
Roorkee -247 667 (Uttarakhand) INDIA.

(ii) **Supplier:** (To be filled in by the supplier)

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15 **Progress of Supply**

15.1 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- (i) Quantity offered for inspection and date;
- (ii) Quantity accepted/rejected by inspecting agency and date;
- (iii) Quantity dispatched/delivered to consignees and date;
- (iv) Quantity where incidental services have been satisfactorily completed with date;
- (v) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- (vi) Date of completion of entire Contract including incidental services, if any; and
- (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

16 **Right to Use Defective Goods**

16.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

17 **Supplier Integrity**

17.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

17.2 **Integrity pact is to be signed by the Bidder. Annexure 'A'**

18 **Training**

18.1 The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

ANNEXURE - 9

BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

In consideration of the National Institute of Hydrology, Roorkee (Uttarakhand) (Here in after called "the Institute") having agreed to exempt to _____ (hereinafter called "the Contractor (s)") from the demand under the terms and conditions of an agreement dated _____, Purchase Order No. _____ dated _____ made between National Institute of Hydrology and _____ for _____ supply of _____ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We _____ (bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the Institute any money demanded notwithstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We _____ (Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (date) _____. We shall be discharged from all liability under this guarantee thereafter. We _____ (bank) _____ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, _____(bank)_____, lastly undertake not to revoke this guarantee during its currency. Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs._____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuines and authenticity of the Bank Guarantee. (Signature of the authorized officer of the Bank) _____

Name and designation of the officer

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

ANNEXURE - 10

BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT

1. BIDDER'S NAME : _____

a) ADDRESS : _____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC CODE OF THE BANK : (For payment through RTGS)

e) ACCOUNT TYPE :
(S.B. Account/ Current Account or/
Cash Credit with code 10/11/13)

f) ACCOUNT NUMBER : _____
(As appearing on the Cheque Book)

I hereby declared 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 Company responsible.

Date : _____
(-----)
Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date: _____
(-----)
*Signature of the Authorized Official
from the Bank*

PROCESS COMPLIANCE FORM

(Bidders are required to print this on their company's letter head and sign, stamp before uploading in Packet-3)

To
Director,
National Institute of Hydrology,
Jalvigyan Bhawan,
Roorkee - 247 667 (Uttarakhand)

Attention :

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No.: 5(VII)/2018-Pur-5/e-Tender/5, dated 09.01.2018

We hereby confirm the following -

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will honor the Bid submitted by us during the e-tendering.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if National Institute of Hydrology, Roorkee has to carry out e-tender again due to our mistake, National Institute of Hydrology, Roorkee has the right to disqualify us for this tender.
- 6) We confirm that National Institute of Hydrology, Roorkee shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.

With regards

Signature with company seal

Name -

Company / Organization -

Designation within Company / Organization -

E-mail Id:

Tel no.:

Mobile no. :

**(Format of Integrity Pact)
PRE CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between on one hand, the President of NIH Society, acting through Dr. Sanjay Kumar, Sc. E & Senior Admin. Officer, Designation of the Officer, NATIONAL INSTITUTE OF HYDROLOGY, ROORKEE, AN AUTONOMOUS BODY UNDER MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT & GANGA REJUVENATION, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S. Represented by (hereafter called the BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is National Institute of Hydrology, Roorkee an autonomous body under MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT & GANGA REJUVENATION, Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said Stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the BUYER will report to the appropriate Government officer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER Further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 the BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of any officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evolution, contracting and implementation of the contract.

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the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The terms 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft in favour of National Institute of Hydrology, Roorkee

A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

Any other mode or through any other instrument (to be specified in the RFP)

The(PBG) shall be valid up to a period ofor the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER , including warranty period. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the order BIDDER (s) would continue.

The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall Stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.

To recover al sums already paid by the BUYER, and in case of an Indian BIDDER with interest theron at 2% higher than the prevailing Prime Lending Rate of State Bank of India, While in case of a BIDDER from a country order than India with interest theron at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To en-cash the advanceand bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BIDDER, if the contract has already been concluded.

Independent Monitors

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

..... NIH, Roorkee

The task of the Monitors shall be to review independently and objectively, Whether and to what extent parties comply with the obligations under this Pact.

The Monitor shall not be to subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER. (DIRECTOR, NATIONAL INSTITUTE OF HYDROLOGY, ROORKEE).

The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon has request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relation between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference of intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pace shall be from date of its signing and extend up to 2 years the complete execution of the contract to the Satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer: Dr. Sanjay Kumar
Designation: Senior Administrative Officer
Deptt/MINISTRY/PSU: NATIONAL INSTITUTE OF HYDROLOGY
ROORKEE-247667 (UTTARAKHAND)

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYEE in regard to involvement of Indian agents of foreign suppliers.

