

**NATIONAL INSTITUTE OF HYDROLOGY**  
**(A Govt. of India Society under Ministry of Water Resources,**  
**River Development & Ganga Rejuvenation)**  
**JALVIGYAN BHAWAN ROORKEE – 247667 (UTTARAKHAND)**  
**NOTICE INVITING e-TENDER**

E-mail: [omkar.nihr@gov.in](mailto:omkar.nihr@gov.in); Website: [www.nihroorkee.gov.in](http://www.nihroorkee.gov.in)

Fax: 91-1332-272123, 273976

TENDER NO.: 5(VII)/2018-Pur-11/e-tender/11

DATED: 14.06.2018

**NOTICE INVITING e-TENDER**

On behalf of Director, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667 (Uttarakhand), online bids are invited in two bid system (Technical-Commercial Bid and Financial Bid) from reputed eligible and qualified firms/manufacturer for supply of the following goods:

Sl.No.	Name of Goods	Quantity	Amount of Security/EMD
1	<b>PURCHASE OF INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER (ICP-OES)</b>	01 No.	INR 1,00,000/-

Bidders, who are interested to submit bids, may visit <https://eprocure.gov.in> (Through Central Public Procurement Portal only). The entire tender document is also available at our website: [www.nihroorkee.gov.in](http://www.nihroorkee.gov.in)

NIT Publish Date	14.06.2018 at 03:30 PM
Commencement of viewing & downloading bid document from <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>	14.06.2018 from 03:30 PM
Pre-Bid Meeting Date & Venue:	29.06.2018 at 04:00 PM NATIONAL INSTITUTE OF HYDROLOGY, JALVIGYAN BHAWAN, ROORKEE - 247 667
Last Date & Time of Bid submission	20.07.2018 up to 05:00 PM
Technical Bid Opening Date & Time	23.07.2018 at 12:30 PM

For any clarification, please communicate to the following:

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**PURCHASE OFFICER**

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TENDER NO. AND DATE : 5(VII)/2018-Pur-10/e-tender/10 DATED: 14.06.2018	
Description and Qty.: For Full Specifications - Refer Section – VII	
Estimated Value of Tender including + 5% Quantity Provision (Approx.)	Rs. 45,00,000/-
Nature of Bidding	Two Part Bidding: 1 <sup>st</sup> Part: Techno-Commercial Bid 2 <sup>nd</sup> Part: Price Bid
Commencement of viewing and downloading tender document from <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> (Through Central Public Procurement Portal only)	14.06.2018 from 03:30 PM
Pre-Bid Meeting Date & Venue	29.06.2018 at 04:00 PM NATIONAL INSTITUTE OF HYDROLOGY, JALVIGYAN BHAWAN, ROORKEE - 247 667 <i>Bidders are requested to submit their queries to NIH Roorkee at least 3 days prior to pre-bid meeting.</i>
Due date & Time for submission	20.07.2018 up to 05:00 PM
Technical Bid Opening Date & Time	23.07.2018 at 12:30 PM
Bid Submission : On-Line Bids (To be uploaded on or before the due date and Time)	Two part Bidding:  <b>PART-I: TECHNICAL COMMERCIAL BID: i.e. Un-Priced Bid should contain following:</b> <b>Packet-1:</b> Scanned copy of EMD/Bid Security in the form of DD/Banker's Cheque/BG or mentioned in the Tender Document. <b>Packet-2:</b> Scanned copy of "Technical Specifications Quoted" as per Section-VII of Tender Enquiry Document viz-a-viz Technical Specifications of the quoted equipment. <b>Packet-3:</b> Scanned copy of "Technical Brochure/ Catalogue of OEM of quoted equipment" detailing its technical parameters. <b>Packet-4:</b> Scanned copy of signed and stamped duly filled of "Tender Acceptance Form" as per Section-IX. <b>Packet-5:</b> Scanned copy of signed and stamped duly filled of "Performance Statement" as per Section-VIII along with relevant

	<p>copies of "Orders and End Users" satisfaction certificate.</p> <p><b>Packet-6:</b> Scanned copy of signed and stamped duly filled of "Manufacturer's Authorization Form" as per Section-XIII.</p> <p><b>Packet-7:</b> Scanned copy of valid PAN Card/TIN/GST registration number.</p> <p><b>Packet-8:</b> Scanned copy of Integrity Pact as per Performa appended as Annexure-A duly signed by the Bidder.</p> <p><b>PART-II: PRICE BID</b></p> <p><b>Packet-1:</b> BOQ Priced Bid.</p> <p>The rates and prices quoted shall be in Indian or Foreign Currency, as per the tender document.</p> <p>Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices, taxes &amp; 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).</p>
Procedure for Decrypting of Online Bids	Bids will be opened in seriatim viz., EMD, Techno- Commercial Bid and Price Bid.
Bid Validity	270 Days from the date of Opening of Techno –Commercial Bid.
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated.
EMD Amount: Rs. 1,00,000/- (Rupees One lakh only)	
Original EMD by way of DD/Banker's Cheque/Bank Guarantee in favour of NATIONAL INSTITUTE OF HYDROLOGY, payable at Roorkee, or as mentioned in the Tender Document, should be submitted in a Separate Sealed Cover super-scribed as EMD for Tender No.: 5(VII)/2018-Pur-11/e-tender/11 DATED: 14.06.2018 and the same to be addressed to The Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee – 247 667 (Uttarakhand), India on or before 23.07.2018 at 12:30 PM.	
EMD/ BG Validity	315 Days from the Tender Opening Date.
Performance Security Deposit (SD)	10% of the Contract Value in the event of placement of award of contract.
Mode of Payment of SD	By Demand Draft/Bank Guarantee in favour of NATIONAL INSTITUTE OF HYDROLOGY, payable at Roorkee.
Payment Term	As per Clause 21 of Section - IV "General Conditions of Contract (GCC)".
Delivery Period	180 days from the date of Purchase Order / LOI/ Notification of Award.
Bid Evaluation Basis	Techno-Commercially Qualified Overall L-1 basis.
Scope / Description of Work – Technical Specification & General Details	Refer Section - VII

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**DATED: 14.06.2018**

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**CRITICAL DATE SHEET**

Published Date & Time	14.06.2018 at 03:30 PM
Bid Document Download/Sale Start Date	14.06.2018 from 03:30 PM
Pre-Bid Meeting Date & Venue	29.06.2018 at 04:00 PM NATIONAL INSTITUTE OF HYDROLOGY, JALVIGYAN BHAWAN, ROORKEE - 247 667
Bid Submission Start Date & Time	14.06.2018 from 03:30 PM
Bid Submission End Date & Time	20.07.2018 up to 05:00 PM
Bid Opening Date & Time	23.07.2018 at 12:30 PM

For any clarification, please communicate to the following:

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**Instructions:**

- Bids shall be submitted online only at CPPP website: <https://e-procure.gov.in/e-procure/app>
- The Bidder shall download the Tender Enquiry Document directly from the websites: <https://e-procure.gov.in/e-procure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
- Bidders are advised to follow the instructions provided on the "Instructions for Online Bid Submission" in Para No. 11 of GIB of Tender Enquiry Document.
- Bidders are advised to visit this website regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- Intending bidder are advised to visit CPPP website <https://e-procure.gov.in/e-procure/app> regularly till closing date of submission of bid, for any corrigendum.
- The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
- The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of National Institute of Hydrology, payable at Roorkee. The original Earnest Money/Bid Security must be delivered to Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667 (Uttarakhand) till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.
- The online Tender Document is also available at Institute's website: [www.nihroorkee.gov.in](http://www.nihroorkee.gov.in)

**SECTION - II**  
**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**A. PREAMBLE**

**1. Definitions and Abbreviations**

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

**1.2 Definitions:**

- (i) "Purchaser" means the organization i.e. National Institute of Hydrology purchasing goods and services as incorporated in the Tender Enquiry Document.
- (ii) "Bid" means Quotation/Tender received from a Firm/Tenderer/ Bidder.
- (iii) "Bidder" means Tenderer/the Individual or Firm submitting Bids.
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- (v) "Goods" means all the equipment, machinery, and /or other materials, which the supplier is required to supply to the Purchaser under the Contract.
- (vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure, etc. therein.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Consignee" means the NIH/person to whom the goods are required to be delivered as specified in the Contract.
- (xi) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- (xiii) "Day" means calendar day.

**1.3 Abbreviations:**

- (i) "ATE" means Advertised Tender Enquiry
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIB" means General Instructions to Bidders
- (iv) "SIT" means Special Instructions to Bidders
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "LC" means Letter of Credit
- (viii) "DP" means Delivery Period
- (ix) "BG" means Bank Guarantee
- (x) "GST" means Goods & Service Tax
- (xi) "CD" means Custom Duty
- (xii) "BL" means Bill of Lading
- (xiii) "FOB" means Free on Board
- (xiv) "CIF" means Cost, Insurance and Freight
- (xv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xvi) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening.

**2. Introduction**

2.1 The Purchaser has issued these Tender Documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.

- 2.2 This section (Section II - “General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions, etc. incorporated in these Tender Documents may result in rejection of its Bid.
- 3. Availability of Funds**
- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.
- 4. Language of Bid**
- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.
- 5. Eligible Bidders**
- 5.1 This Invitation for Tenders is **open** to all bidder who fulfil the eligibility criteria specified in these documents.
- 6. Eligible Goods and Services**
- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
- 7. Bid Expense**
- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the Tender process.

## **B. TENDER ENQUIRY DOCUMENT**

- 8. Content of Tender Enquiry Document**
- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Enquiry Document includes:
- i) Section II– General Instructions to Bidders (GIB)
  - ii) Section III– Special Instructions to Bidders (SIB)
  - iii) Section IV– General Conditions of Contract (GCC)
  - iv) Section V– Special Conditions of Contract (SCC)
  - v) Section VI– List of Requirements
  - vi) Section VII– Technical Specifications & General Details
  - vii) Section VIII – Qualification Criteria
  - viii) Section IX– Tender Acceptance Form
  - ix) Section X– Price Schedules (BoQs)
  - x) Section XI - Check List
  - xi) Section XII– Bank Guarantee Form for Bid Security
  - xii) Section XIII – Manufacturer's Authorization Form
  - xiii) Section XIV – Bank Guarantee Form for Performance Security/CAMC Security
  - xiv) Section XV– Contract Forms A & B
  - xv) Section XVI – Performa of Consignee Receipt Certificate
  - (xvi) Section XVII – Performa of Final Acceptance Certificate by the consignee

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

#### **9. Corrigendum to Tender Enquiry Document**

9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.

9.2 Corrigendum will be notified Through <https://eprocure.gov.in/eprocure/app> only.

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

#### **9.(a) Pre-Bid Meeting**

A pre-bid meeting shall be held at 15.00 hours on 29.06.2018 in the Society room of the National Institute of Hydrology, Roorkee to finalize the technical specification of ICP-OES. Representatives of the interested bidders or their associates (not exceeding a group of 2 people) may participate the pre-bid meeting and may take part in the deliberations of the specification finalization. Prospective bidders, if not participating the pre-bid meeting, may send their issues and/or changes required in the technical specification in writing on(or) before 13.00 hours on 29.06.2018. After the pre-bid meeting, no further queries/request shall be entertained. The committee constituted by the Institute shall have all rights reserved to finalize the technical specification. The finalized technical specifications shall be uploaded on the e-tender portal after the pre-bid meeting. Both technical and price bid offer shall be based on the specifications finalized from the pre-bid meeting.

In this pre-bid meeting, any clarifications required by any prospective bidder on the tender documents shall also be explained. Bidders may note that clarifications/representation after the scheduled date of opening of the technical bid shall not be accepted.

#### **10. Clarification of Tender Enquiry Document**

10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in "Critical Date Sheet".

### **C. PREPARATION OF BIDS**

#### **11. Documents Comprising the Bid**

11.1 The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid" prepared by the bidder shall comprise the following:

##### **A) Techno – Commercial Bid (Un-Priced Bid)**

- i) Scanned copy of "EMD/Bid Security" furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of EMD/Bid security to be uploaded.
- ii) Scanned copy of "Technical Specifications Quoted" as per Section- VII of Tender Enquiry Document viz-a-viz technical specification of the quoted equipment.
- iii) Scanned copy of "Technical Brochure/Catalogue of OEM of quoted equipment" detailing its technical parameters.
- iv) Scanned copy of "Tender Acceptance Form" as per Section IX to be uploaded.
- v) Scanned copy of "Performance Statement" as per Section VIII along with relevant copies of orders and End Users" satisfaction certificate to be uploaded
- vi) Scanned Copy of GST Registration Certificate.

The Scanned Copies of following documents, wherever applicable may be uploaded under "Other Important Documents":

- vii) Scanned copy of Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted to be uploaded.
- viii) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of "Manufacturer's Authorization Form" as per Section XIII. While giving authorization to agent,

- to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorization Form to be uploaded.
- ix) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer's Authorization Form to be uploaded.
  - x) Scanned copy of Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.
  - xi) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.

**Note:**

1. It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any.

**B) Price Bid:**

- 1) Price Schedule(s) as per BoQ format filled up with all the details including Make, Model, etc. of the goods offered to be uploaded.

**Note:**

- i) Instructions related to column 11 of BoQ related to "Currency Conversion against each Item". Select "Full Conversion" in case the Bidder wants to Quote Goods in INR only. Select "Partial Conversion" in case the Bidder wants to Quote Goods in Foreign currency OR in both Foreign currency and INR.
  - ii) If Quoted Currency is not in Foreign Currency, Column No. 13 can't be blank, it is mandatory to fill 0.00 at least.
- 2) Scanned Copy of Consumables, optional accessories/items, Spares, etc. as per requirement of Tender Enquiry Document.

**Schedule of Price Bid in the Form of BOQ\_XXXX .xls**

The below mentioned (Section X) price bid format is provided as BoQ\_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with NIH, Roorkee.

- 11.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:
  - i. A "Sole Proprietor" of the firm or constituted attorney of such Sole Proprietor.
  - ii. In case of partnership firm he must have authority to quote and to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
  - iii. Constituted attorney of the firm if it is a company.

**Note:**

1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.
  2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
  3. Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.
- 11.3 A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
  - 11.4 Bid sent by fax/email shall be ignored.



## **12. Bid Currencies**

- 12.1 The bidder supplying indigenous goods or goods already imported in India shall quote only in Indian Rupees (INR).
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say USD, EUR, YEN. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

## **13 Bid Prices**

- 13.1 The Bidder shall indicate on the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules in BoQ.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding Price Schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory, etc. or on the previously imported goods of foreign origin quoted ex-showroom, etc;
  - b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
  - c) Charges towards Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
  - d) The price of Incidental Services (including installation and commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted on FOB price at port of loading/ FCA price at airport of loading, as mentioned in List of Requirements, Technical Specification and Price Schedule
  - b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
  - c) The price of Incidental Services (including Installation and Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
  - d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
  - e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
  - f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage).

## **13.5 Additional Information and Instruction on Taxes and Duties:**

### **13.5.1 GST (Goods & Services Tax)**

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

*NOTE: NIH is a Research Institute and eligible to avail CONCESSIONAL GST under notification number 45/2017 dated 14.11.2017. Hence CONCESSIONAL GST, if any, should be quoted accordingly. NIH will provide the CERTIFICATE FOR CONCESSIONAL GST as above.*

13.5.2 **Custom Duty** The Purchaser will pay the Custom Duty wherever applicable.

*NOTE: NIH is a Research Institute and exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Custom Duty under notification No. 51/96, dated 23.07.1996. Hence Excise Duty and Custom Duty, if any, should be quoted accordingly. NIH will provide the Excise and Custom Duties exemption certificate.*

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

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

13.8 Unless otherwise specifically indicated in this Tender Enquiry Document, the terms FCA, FOB, CIF, CIP, etc. for imported goods offered from abroad, shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

#### **14. Indian Agent**

14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty period.

#### **15. Firm Price**

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIB clause 13 will apply.

#### **16. Alternative Models**

16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the Tender document of same manufacturer with single Bid Security.

16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

16.3 One Principal/OEM cannot authorize two agent simultaneously for the same item against same Advertised Tender Enquiry.

#### **17 Documents Establishing Bidder's Eligibility and Qualifications**

17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.

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

- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
- b) In case the bidder is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance and repair, etc. of the goods in question,

stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

**18. Documents Establishing Good's Conformity to Tender Enquiry Document.**

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

**19. Bid Security (BS) /EMD**

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). It is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- 19.3 The bidders who are currently registered with MSME for the specific goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration issued by department of MSME.
- 19.4 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft/ Banker's cheque
  - ii) Fixed Deposit Receipt
  - iii) Bank Guarantee
- 19.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of as indicated in the NIT payable at Roorkee. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.
- 19.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.
- 19.7 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.9 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

**20. Bid Validity**

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.
- 20.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

## **21. Signing of Bid**

- 21.1 The bidders shall submit their online bids as per the instruction for online bid process contained in GIB Clause 11.

## **22. Instructions for Online Bid Submission:**

- 22.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

## **23. Registration on CPP Portal:**

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

## **24. Searching for Tender Enquiry Document**

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

## **25. Preparation of Bids**

- 25.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 25.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of

covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 25.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.
- 25.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **D. SUBMISSION OF BIDS**

### **26. Submission of Bids**

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

### **27. Bid Encryption**

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- 2) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.

- 3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**28. Assistance to Bidders**

- 28.1** Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 28.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

## **E. BID OPENING**

**29. Opening of Bids**

E- Bids will be opened after due time and date and the bidders may check the status, etc. on CPP Portal.

## **F. SCRUTINY AND EVALUATION OF BIDS**

**30. Basic Principle**

- 30.1** Bids will be evaluated on the basis of the terms and conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions, etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

**31. Scrutiny of Bids**

- 31.1** The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 31.2** The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 31.3** The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 31.4** The following are some of the important aspects, **for which a bid shall be declared non-responsive** during the evaluation and will be ignored;
- (i) Tender Acceptance Form as per Section IX (signed and stamped) not uploaded.
  - (ii) Bid validity is shorter than the required period.
  - (iii) Required Bid Security (Amount, validity, etc.)/ exemption documents have not been uploaded as per stipulated provisions.
  - (iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
  - (v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
  - (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law.
  - (vii) Poor/unsatisfactory past performance.
  - (viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/ Departments/Institutes.
  - (ix) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
  - (x) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - (xi) Bidder has not agreed for the delivery terms and delivery schedule.

**32. Minor Infirmary/Irregularity/Non-Conformity**

32.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such "minor" issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax, etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

### **33. Qualification Criteria**

33.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

### **34. Conversion of Bid Currencies to Indian Rupees**

34.1 In case the Tender Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of "Price Bid" opening.

### **35. Schedule-wise Evaluation**

35.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidder have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

### **36. Comparison of Bids**

36.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis.

### **37. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bidders**

37.1 Further to GIB Clause 36 above, the purchaser's evaluation of a bid will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
- ii) in the case of goods of foreign origin offered from abroad, Custom Duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

37.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.

37.3 The Purchaser reserves the right to give the price preference to small-scale sectors, etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

### **38. Bidder's Capability to Perform the Contract**

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

38.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

### **39. Contacting the Purchaser**

39.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIT /Tender Enquiry Document and / or its bid, it should do so only through CPP portal.

- 39.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison and evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

## **G. AWARD OF CONTRACT**

### **40. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids.**

- 40.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

### **41. Award Criteria**

- 41.1 Subject to GIB clause 40 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 38.

### **42. Variation of Quantities at the Time of Award/ Currency of Contract**

- 42.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms and conditions quoted by the bidder.

- 42.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms and conditions mentioned in the contract, during the currency of the contract.

### **43. Notification of Award**

- 43.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods and Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

- 43.2 The Notification of Award shall constitute the conclusion of the Contract.

### **44. Issue of Contract**

- 44.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

- 44.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

- 44.3 The Purchaser reserve the right to issue the Notification of Award consignee wise.

### **45. Non-receipt of Performance Security and Contract by the Purchaser**

- 45.1 Failure of the successful bidder in providing Performance Security and / or returning contract copy duly signed in terms of GIB clauses 43 and 44 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

### **46. Return of Bid Security/EMD**

- 46.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

### **47. Publication of Bid Result**

- 47.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the CPP Portal.



## **H. CORRUPT OR FRADULENT PRACTICES**

### **48. Corrupt or Fraudulent Practices**

48.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User, etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (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; and
  - (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 Purchaser, 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 Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## SECTION – III

### SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

<b>Sl.No.</b>	<b>GIB Clause No.</b>	<b>Topic</b>	<b>SIB Provision</b>
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry Document	No Change
C	11 to 25	Preparation of Bids	No Change
D	26 to 28	Submission of Bids	No Change
E	29	Bid Opening	No Change
F	30 to 39	Scrutiny and Evaluation of Bids	No Change
G	40 to 47	Award of Contract	No Change
H	48	Corrupt or Fraudulent Practices	No Change

## SECTION - IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

#### 2. Use of Contract Documents and Information

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

#### 3. Patent Rights

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

#### 4. Country of Origin

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

#### 5. Performance Security

- 5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub – clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations and after receipt of Consignee wise bank guarantee in favour of concerned Director, National Institute of Hydrology.
- 6. Technical Specifications and General Details**
- 6.1 The Goods and Services to be provided by the supplier under this contract shall conform "Technical Specification" under Sections VII of this document.
- 7. Packing and Marking**
- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage, etc. without any damage, deterioration, etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within and outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications 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.
- 7.3 Packing instructions:  
Unless otherwise mentioned in the Technical Specification 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
- 8. Inspection, Testing and Quality Control**
- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the

contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms and conditions of the contract.

8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

“On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”

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

8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV, etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

## **9. Terms of Delivery**

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

## **10. Transportation of Goods**

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms.

## **11. Insurance**

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

i) In case of supply of domestic goods on Free Delivery at Consignee's Site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) In case of supply of the imported goods on CIP (named port of Destination Basis), the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

## **12. Spare Parts**

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information, etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
  - b) In case the production of the spare parts is discontinued:
    - i) Sufficient advance notice to the Purchaser/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts, etc., and
    - ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty period.

### 13. Incidental Services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services:
- i) Installation and Commissioning, Supervision, Demonstration, Trial run, etc. of the goods.
  - ii) Training of Consignee's/End Users Staff for operating and maintaining the goods.
  - iii) Supplying required number of operation and maintenance manual for the goods.

### 14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

Within 24 hours of dispatch, the supplier shall notify the Purchase Officer, NIH Clearing Agent and others concerned, the complete details of dispatch and also supply the following documents by air mail / courier, etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

### 15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.3 Warranty will be inclusive of all accessories it will also cover the following, wherever applicable:-
- All kinds of Motors.
  - Plastic and Glass Parts against any manufacturing defects.
  - All kinds of sensors.
  - All kinds of coils, probes and transducers.
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
- 15.5 In case of any claim arising out of this warranty period the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 unless revised in SCC in Section V of Tender Enquiry Document.

- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action 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 after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per conditions laid down in the Tender Enquiry Document.
- 15.7 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 upto the completion of the original warranty period of the main equipment.
- 15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.9 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.10 The supplier along with its Manufacturer, Indian Agent shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.11 The Supplier along with its Manufacturer, Indian Agent shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods, etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.
- 16. Assignment**
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 17. Sub-Contracts**
- 17.1 The Supplier shall notify the Purchaser in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub-contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub-contracts shall also comply with the provisions of GCC Clause 4 (“Country of Origin”).
- 18. Modification of Contract**
- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, 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 the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of dispatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.
- 19. Prices**
- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract except for any price adjustment authorized in the SCC.

## 20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

## 21. Terms and Mode of Payment

### 21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner:

#### A) Payment for Indigenous Goods (M&E) or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- a) **On delivery:** 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
- (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;
  - (ii) Consignee Receipt Certificate as per Section XVII of Tender document in original
- b) **On Acceptance:** Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).

#### B) Payment for Imported Goods (M&E):

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

- a) **On Shipment:** Seventy Five (75)% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:
- (i) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
  - ii) Packing list;
  - iii) Certificate of country of origin;
  - iv) Negotiable clean Bill of Lading/Airway Bill;
  - v) Insurance Certificate; (if applicable)
  - vi) Manufacturer's guarantee and Inspection certificate; (if applicable)
  - vii) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
  - viii) Any other document(s) as and if required in terms of the contract.
- b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against "Installation and Acceptance Certificate" to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).
- c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against "Installation and Acceptance Certificate" to be issued by the End User through Wire Transfer.
- d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation and Commissioning, Supervision, Demonstration and Training), if applicable will be paid in Indian Rupees to the Indian Agent on submission of "Installation and Acceptance Certificate" by the End User.
- e) **Payment of Indian Agency Commission:** Indian Agency Commission (IAC) will be paid to the Authorised manufacturer's agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. The agency commission payment shall be made on submission of "Installation and Acceptance Certificate" by the End User.



## **21.2 Terms of payment for imported goods**

- 21.2.1** The supplier shall not claim any interest on payments under the contract.
- 21.2.2** Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.2.3** Irrevocable and non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.
- 21.2.4** The payment shall be made in the currency / currencies authorised in the contract.
- 21.2.5** The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents, etc., duly signed with date.
- 21.2.6** 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.
- 21.2.7** While claiming reimbursement of duties, taxes, etc. (like GST, Custom Duty, etc.) from the 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, the supplier shall refund to the Purchaser forthwith.

## **22. Delivery**

- 22.1** The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2** Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its Performance Security and
  - (iii) Termination of the Contract for default.
- 22.3** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
  - (a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5** The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

## **22.6 Passing of Property**

- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

## **23. Liquidated Damages**

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

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

## **24. Termination for Default**

- 24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for Insolvency**

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

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**27. Termination for Convenience**

- 27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for 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 the 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.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**28. Governing Language**

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

**29. Notices**

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email 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.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**30. Resolution of Disputes**

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 30.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, NIH. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-).
- 30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Roorkee, India.
- 30.5 **Jurisdiction of the court** will be from the place where the Tender Document has been issued, i.e., Roorkee, India

**31. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**32. Withholding and Lien in respect of sums claimed**

- 32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

**32.2.** It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**33. Fall Clause**

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms and conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

- Note:*
- (i) *Rules and Regulations of GFR-2017 will be followed throughout the tendering process.*
  - (ii) *Bidding Documents should includes clause that "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]*

## **SECTION – V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

#### **GCC Clause 15: Warranty**

The Warranty conditions are mentioned in the List of Requirements (Section VI of the Tender Document).

#### **Addition to GCC Clauses: Price of Goods**

The price of goods shall be quoted as mentioned in the List of Requirements (Section VI of the Tender Document).

## SECTION – VI

### LIST OF REQUIREMENTS

#### Part I:

Sl. No.	Name of Equipment	Consignee	Quantity	Warranty Period
1	INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER (ICP-OES)	Director, NIH	01	THREE YEARS

#### Part II: Required Delivery Schedule:

**a) For Indigenous goods or for imported goods if supplied from India:**

180 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earliest delivery period.

Installation and Commissioning shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.

**b) For Imported goods directly from foreign:**

180 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Bidders may quote the earliest delivery period).

Installation and Commissioning shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

#### Part III: Scope of Incidental Services:

Installation and Commissioning, Supervision, Demonstration, Trial run and Training, etc. as specified in GCC Clause 13.

#### Part IV: Warranty period as per details mentioned in technical specification and as specified in Part I above.

Warranty period will start from the date of installation, commissioning and acceptance.

#### Required Terms of Delivery and Destination:

**a) For Indigenous goods or for imported goods if supplied from India:**

Free Delivery at Consignee's Site(s)

**b) For Imported goods directly from foreign:**

**The foreign bidders are required to quote their rates on CIP (Named Port of Destination Basis) giving breakup of the price as per the Proforma prescribed in the Price Schedule (BOQ). Purchaser will place the order on CIP (Named Port of Destination basis).**

Insurance (Local Transportation and Storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.

## SECTION – VII

### TECHNICAL SPECIFICATION AND GENERAL DETAILS

#### PURCHASE OF INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER (ICP-OES) – 01 NO.

**Instrument:** High Resolution true simultaneous Inductively Coupled Plasma Optical Emission Spectrometer(ICP-OES)along with cooling system for spray chamber, sample introduction system, RF generator and auto sampler. The ICP-OES system should be able to determine all major and trace elements (Viz. **Na, Ca, Mg, K,As, Fe, Mn, Pb, Zn, Cu, Cd, Cr, Co, Ni,Sr, Ba, Hg, Se etc.**) in diverse kind of water and sediment samples, like drinking water, waste water, sediments, river water, seawater etc.

SNo	Tender Specifications/requirements
1	ICP-OES Instrument must be simultaneous, echelle grating with polychromator, bench top, dual view (radial and axial)
2	CID or CCD or SCD detector or suitable detector to cover entire analytical wavelength range in one step.
3	Wavelength range: 167–782 nm Or suitable range to cover all metals.
4	Spectral Band pass/resolution $\leq 7\text{pm @ } 200\text{ nm}$ or better
5	Minimum 4 Channel peristaltic pump with simultaneous measurement facilities or integrated accessories for analyzing Hydride and non Hydride element simultaneously without manual interruption.
6	RF Generator: Should have software controlled RF generator with frequency $\leq 40\text{ MHz}$ . The RF generator must have at least a power output of 1000-1500 watts or better range for operation
7	Computer controlled Mass Flow Controller (MFC) or computer controlled solenoid valve to regulate the flow automatically for Plasma ( 8-17 L/min), Auxiliary (0-2 L/min), Nebulizer (0-1.5 L/min)& suitable range for additional /Makeup gas and option for incremental setting change.
8	Sample Handling Kit for (i) Semi volatile Organic solvent kit with separate & dedicated torch, Nebulizer, Spray chamber Injector, Tubing's, Oxygen MFC & Oxygen cylinder  (ii) HF Or Inert sample kit along with separate & dedicated PTFE spray chamber, Inert Nebulizer ,HF resistant torch with ceramic injector and tubing's
9	Auto sampler: Capacity 250 vials or more with complete enclosures and exhaust duct and hood for removing corrosive fumes.
10	<u>Accessories for the instrument.</u> <ul style="list-style-type: none"> <li>• Fume hood with exhaust with 10 m extension for ICP-OES and Autosampler</li> <li>• 10 KVA UPS with 30 min backup.</li> <li>• Four (04) Argon cylinders &amp; 01 Oxygen Gas Cylinders or suitable gas for purging option</li> <li>• Regulators, Gas purification panel and two four stage Argon gas manifold.</li> <li>• Compatible latest OEM supplied PC and Printer or suitable i5 configuration with laser printer</li> <li>• OEM Air compressor noise free with sound enclosures (in case required by ICP-OES)</li> <li>• Multi element NIST standards (02 Set): Environmental calibration standard Contains 1,000 <math>\mu\text{g/mL}</math> Fe, K, Ca, Na, Mg, 10 <math>\mu\text{g/mL}</math> Ag, Al, As, Hg, Ba, Be, Cd, Co, Cr, Cu, Mn, Mo, Ni, Pb, Sb, Se, Tl, V, Zn (100ml)</li> <li>• Single element standards 01 set (1000 ppm &amp; 100ml): Ca, Mg, K, Na, Al, Fe, Co, Cu, Zn, Mn, Mg, As, Cr, Cd, Pb, Si.</li> </ul>
11	Consumables and Spare Parts: <ul style="list-style-type: none"> <li>I. Standard Tubing set sample intake, rinse / drainage (02 set)</li> <li>II. Standard injector, Standard Nebulizer, Standard spray chamber (01 set)</li> <li>III. Autosampler vials (1000 Nos)&amp;autosampler sample intake needle (2 Nos) with tubing's.</li> <li>IV. Standard plasma Torch :03 nos</li> </ul>
12	Warranty: Three years comprehensive warranty from date of installation including UPS, Fume Hood & Gas Panel.
13	Training of minimum 5 days after successful installation of instrument
14	The consumable & accessories required for the successful installation and commissioning of the equipment will be in the scope of supplier

## **SECTION – VIII**

### **QUALIFICATION CRITERIA**

1. In case the manufacturer does not quote directly, they may authorise their authorized agent as per Proforma of “Manufacturer Authorization Form” as given in the Tender Enquiry Document to quote and enter into a contractual obligation.
2. The Manufacturer should have supplied and installed in last Five years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma "A" of Section VIII.

The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed along with the bid.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre determined place acceptable to the purchaser or at site (in case of non portable and heavy equipments) for technical acceptability as per the Tender Enquiry Document specifications, before the opening of the Price Bid.



## PROFORMA - A

### PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

ATE No. : \_\_\_\_\_  
Date of Bid Opening : \_\_\_\_\_  
Name and address of the Bidder : \_\_\_\_\_  
Name and address of the Manufacturer : \_\_\_\_\_

Order Placed By (Full Address)	Order No. & Date <sup>##</sup>	Description (Model No.) & Quantity	Value of Order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning satisfactory (Attach documentary proof) <sup>**</sup>
					Contract	Actual	Reasons for Delay, if any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted equipment has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Seal of the Bidder:** \_\_\_\_\_

**\*\*** The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded

**##** The bidders are requested to upload the scanned copy of purchase order copies for the specific model quoted along with the Techno-commercial Bid.

## SECTION – IX

### TENDER ACCEPTANCE FORM

To \_\_\_\_\_

**The Director  
National Institute of Hydrology  
Jalvigyan  
Roorkee - 247 667 (India)**

Ref. Your ATE No.: \_\_\_\_\_ due for opening on  
\_\_\_\_\_ (*insert date*).

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the Tender documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any. “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.”

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SECTION – X**  
**PRICE SCHEDULE**

**BoQ may be uploaded as per instructions given in Tender Enquiry Document.**

**SECTION – XI**

**CHECK LIST**

**(DELETED)**

**SECTION – XII**

**BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (Name and address of the Bidder)  
(hereinafter called the "Bidders")  
has submitted its Bid dated \_\_\_\_\_ for the supply of \_\_\_\_\_  
(hereinafter called the "Bid")  
against the purchaser's ATE No. \_\_\_\_\_

Know all persons by these presents that we \_\_\_\_\_ having our  
registered office at \_\_\_\_\_ (Hereinafter called the  
"Bank")  
are bound unto NIH, Roorkee  
(hereinafter called the "Purchaser")  
in the sum of \_\_\_\_\_ for which payment will and truly to be made to the  
said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common  
Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**The conditions of this obligation are:**

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
  - a. If the bidder fails or refuses to furnish the performance security for the due performance of the contract or
  - b. If the bidder fails or refuses to accept/execute the contract or
  - c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged.

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

This guarantee will remain in force up to \_\_\_\_\_ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with Date of the Authorized Officer of the Bank)  
.....  
(Name and Designation of the Officer)  
.....  
.....  
(Seal, Name & Address of the Bank and Address of the Branch)

**SECTION – XIII**

**MANUFACTURER’S AUTHORISATION FORM**

**The Director  
National Institute of Hydrology,  
Jalvigyan Bhawan,  
Roorkee - 247 667 India.**

Dear Sir,

Ref: Your TE document No.: \_\_\_\_\_ dated \_\_\_\_\_

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

We also state that we are not participating directly in this bid for the following reason(s):  
\_\_\_\_\_  
(*please provide reason here*).

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

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[Signature with date, name and designation] for and on  
behalf of Messrs \_\_\_\_\_  
[Name & address of the manufacturers]

- Note:-** 1. 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.  
2. Original letter may be sent.

**SECTION – XIV**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

WHEREAS \_\_\_\_\_ (Name and address of the supplier)  
(Hereinafter called “the supplier”)  
has undertaken, in pursuance of Purchase Order/Contract no \_\_\_\_\_ dated  
\_\_\_\_\_ to supply \_\_\_\_\_ (*insert description of goods and services*)  
(Hereinafter called “the Contract”).

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (*insert 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 the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under 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 will remain in force up to \_\_\_\_\_ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security*) and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with Date of the Authorised Officer of the Bank)

.....  
Name and Designation of the Officer

.....  
Seal, Name & Address of the Bank and address of the Branch

**SECTION – XV**

**CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING,  
HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF  
GOODS**

**NATIONAL INSTITUTE OF HYDROLOGY  
JALVIGYAN BHAWAN, ROORKEE - 247 667 (INDIA)**

Contract No.: \_\_\_\_\_ Dated: \_\_\_\_\_

To \_\_\_\_\_

*(insert name of Supplier with address)*

**This is in continuation to this office's Notification of Award No.:** \_\_\_\_\_ **dated:**  
\_\_\_\_\_

1. Name & address of the Supplier: \_\_\_\_\_
2. ATE No of Tender Documents: \_\_\_\_\_ and subsequent Amendment No: \_\_\_\_\_ dated \_\_\_\_\_ (if any), issued by the Purchaser
3. Supplier's Bid No.: \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No: \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.
4. In addition to this Contract Form, the following documents, etc., which are included in the Tender Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Acceptance Form uploaded by the supplier;
  - (vii) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
  - (viii) Manufacturers' Authorisation Form (if applicable);
  - (ix) Purchaser's Notification of Award

**Note:-** The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – “General Instructions to Bidders” of the Tender Enquiry Document shall also apply to this contract.

5. Some terms, conditions, stipulations, etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services, which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief Description of Goods/ Services	Accounting Unit	Quantity to be Supplied	Unit Price	Total Price	Terms of Delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_ Total value (in figure)  
\_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule: \_\_\_\_\_
- (iii) Details of Performance Security required: \_\_\_\_\_



(iv) Destination and despatch instructions: \_\_\_\_\_  
(v) Consignee: \_\_\_\_\_

6. Warranty clause:

7. Payment terms:

\_\_\_\_\_  
(Signature, name and designation of the Purchaser authorised official) For and on behalf of Director, NIH

\_\_\_\_\_  
Received and accepted this contract  
\_\_\_\_\_

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

For and on behalf of \_\_\_\_\_ (*Insert Name and address of the supplier*)

(Seal of the Supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**SECTION – XVI**

**CONSIGNEE RECEIPT CERTIFICATE (CRC)**

**(To be Given by Consignee's Authorized Representative)**

The following store(s) has/ have been received in good condition:-

1) Contract/ Purchase Order No. & Date: \_\_\_\_\_

2) Supplier's Name: \_\_\_\_\_

3) Consignee's Name & Address: \_\_\_\_\_

4) Name of the Item Supplied: \_\_\_\_\_

5) Quantity Supplied : \_\_\_\_\_

6) Date of Receipt by the Consignee: \_\_\_\_\_

7) Signature of Authorized Representative of Consignee with Date: \_\_\_\_\_

8) Name and Designation of Authorized Representative of Consignee: \_\_\_\_\_

9) Seal of the Consignee: \_\_\_\_\_

**SECTION – XVII**

**CONSIGNEE ACCEPTANCE CERTIFICATE (CAC)**

**(To be Given by Consignee’s Authorized Representative)**

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. & Date: \_\_\_\_\_
- 2) Supplier's Name: \_\_\_\_\_
- 3) Consignee's Name & Address: \_\_\_\_\_
- 4) Name of the Item Supplied: \_\_\_\_\_
- 5) Quantity Supplied: \_\_\_\_\_
- 6) Date of Receipt by the Consignee: \_\_\_\_\_
- 7) Date of Receipt by the Consignee: \_\_\_\_\_
- 8) The supplier has fulfilled its contractual obligations satisfactorily.

OR

The supplier has failed to fulfil its contractual obligations with regard to the following:

- i)
  - ii)
  - iii)
  - iv)
- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is Rs. \_\_\_\_\_ (here indicate the amount).
  - 10) Signature of Authorized Representative of Consignee with Date: \_\_\_\_\_
  - 11) Name and designation of Authorized Representative of Consignee: \_\_\_\_\_
  - 12) Seal of the Consignee: \_\_\_\_\_

# ANNEXURE - A

## (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 Shri Omkar Singh, Scientist F & Procurement Officer, Designation of the Officer, NATIONAL INSTITUTE OF HYDROLOGY, ROORKEE, AN AUTONOUOMOUS BODY UNDER MINISTRTY OF WATER RESOURCES, RIVER DEVEELOPMENT & 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 (Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES)) 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 MINISTRTY OF WATER RESOURCES, RIVER DEVEELOPMENT & GANGA REJUVENATION, Government of India performing its functions on behalf of the President of India.

#### **1. 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:-

- 1.1 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
- 1.2 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:

#### **2. Commitments of the BUYER**

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.

#### **2. 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:-

- 3.1 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.
- 3.2 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 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.

### **3. Previous Transgression**

- 3.1 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.
- 3.2 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 bid document) as Earnest Money/Performance 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 bid document).

- (ii) The ..... (PBG) shall be valid up to a period of ..... or 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/Performance Security Deposit for the period of its currency.

## 6. 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 of the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the ordered BIDDER (s) would continue.
- (ii) 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.
- (iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate (PLR) of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon 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.
- (v) To en-cash the advance .....and bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) In cases where irrevocable Letters of Credit (LOC) have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) 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.

6.3 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 sub-systems 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 were 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 BUYER, if the contract has already been concluded.

#### **8. 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).  
Director, National Institute of Hydrology, Roorkee-247667 (Uttarakhand)

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 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 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.

#### **9. 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 Pact 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:

Designation: Purchase Officer

Deptt/MINISTRY/PSU: NATIONAL INSTITUTE OF HYDROLOGY

#### **BIDDER**

CHIEF EXECUTIVE OFFICER

ROORKEE-247667 (UTTARAKHAND) INDIA

**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.