



**Ministry of Earth Sciences**

**India Meteorological Department  
Mausam Bhawan, Lodi Road  
New Delhi-110003**

# **Tender Document**

**Tender Reference Number: CPU/xx/xx/xx**

**Turn Key Solution of Hardware infrastructure for IMD DSS**

[2]

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Procuring Organisation

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## **Section I: Notice Inviting Tender (NIT)**

### **1. Notice Inviting Tender (NIT)**

The President of India, through the Head of Procurement of the Procuring Entity, in the Procuring Organisation (hereinafter referred to as 'the Authority', 'the Head of Procurement', 'the Procuring Entity' and 'the Procuring Organisation' respectively), invites bids for entering into a contract for the supply of GOODS (hereinafter referred to as 'the Goods'). This Tender Document reference number, Tend No./ xxxx (hereinafter referred to as 'the Tender Document'), gives further details.

### **2. The Tender Document**

#### **2.1 Bidders must read the complete 'Tender Document'.**

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must go through the Tender Document for details before submission of their Bids. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

#### **2.2 Availability of the Tender Document**

The Tender Document shall be published on the Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).

#### **2.3 Clarifications**

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

### **3. Eligibility Criteria for Participation in this Tender**

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). The Bidder, unless otherwise stipulated in TIS/ AITB:

1) must:

- (a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
- (b) unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- (c) be a manufacturer of the product offered or be dealer authorised by the Principal/ OEM.

2) must:

- (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- (b) (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
  - (i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
  - (ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
    - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
    - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
    - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.



- (iii) Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
  - (iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
    - of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
    - of the near relations of executives of Procuring Entity involved in this Tender Process
  - (c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
- 3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
  - 4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
  - 5) Class-II Local Suppliers ~~and Non-Local Suppliers~~ (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause 4.1.
  - 6) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.
  - 7) If TIS/ AITB declares this to be a procurement process for the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, then only the bidders shortlisted/ qualified in the first stage shall be eligible to participate.

#### **4. Purchase Preference Policies of the Government**

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

#### **~~5. Pre-bid Conference:~~**

~~If so indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.~~

## 6. Submission of Bids:

- 1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- 2) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 3) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 4) As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form 7: Documents Relating To Bid Security' in their bid as per format given therein. The BSD shall be drawn in favour of the authority stipulated in TIS. A self-attested scan of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.
- 5) **Integrity Pact:** If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

## 7. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

## 8. Disclaimers and Rights of Procuring Entity



The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- (a) reject any or all of the Bids, or
- (b) cancel the tender process; or
- (c) abandon the procurement of the Goods; or
- (d) issue another tender for identical or similar Goods

Note: Please refer to appended TIS and the complete Tender Document for further details.

Digitally Signed by

Tender Inviting Authority

[Insert Name, Designation, and contact details of Tender Inviting Authority]

Appendix: Tender Information Summary (TIS)

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## Appendix to NIT: Tender Information Summary

**Document No. Tend No./ xxxx; Tender Title Turn Key Solution of Hardware infrastructure for IMD DSS**

(Ref ITB-clause 1.4)

{Note for Procuring Entity: Parameters in regular black font are embedded 'DocProperty' (hint: such whole phrase would get highlighted grey when clicked), e.g., 'GOODS' in Tender Title below. Please read the section 'For Internal Official only - Not for Bidders' to change these.

Some Text within square bracket in italics grey font is either:

- 1) suggestions/ directions [e.g., Fill in Tender ID below] – which must be replaced by applicable parameter or
- 2) suggested default parameters [e.g., 'Open Tender – Domestic' in Tender Type below] - which may be retained (or be replaced if a different parameter is applicable).

Brackets should be removed, and the font changed to regular and black. Some sections/ rows may be added as per requirement.}

<b>Tender Information Summary (TIS)</b>			
<b>1.0 Basic Tender Details</b>			
Tend	Turn Key Solution of Hardware infrastructure for IMD DSS.		
Tender Reference Number	Tender Enquiry No. CPU/xxxx/xxxx/xxxx	Tender ID	As per GeM Portal/ CPP Portal
Tender Type	[Open Tender – Domestic]	Form of Contract	Supply
Tender Category	Goods	No. of Covers	[Two Covers]
Bidding System	[Two bid system]	e-Reverse Auction to be held after Financial bid opening (See AITB also in case of Yes)	[Yes]
the Procuring Organisation:	India Meteorological Department	the Procuring Entity:	Central Purchase Unit
Authority on whose behalf Tender is invited	President of India	Through	Director General of Meteorology



Tender Inviting Authority (TIA)	Director General of Meteorology	Address	Mausam Bhawan, Lodi Road, New Delhi
Appointing Authority for Arbitration	Secretary, Ministry of Earth Sciences.		
<b>2.0 Requirement Details (ITB-clause 5.0)</b>			
Evaluation Basis	[Schedule-wise/ Consignee wise]	Part quotation allowed or not	<del>[The bidders may submit bids for any or all the schedules. However, he must quote for the complete schedule that he quotes for, without exception.]</del> Part quotation not allowed
Inspection Type	<del>[Pre dispatch inspection at Factory]</del>	Inspection Agency	India Meteorological Department
Schedule	Mentioned in Section VI		
Item Details:	Mentioned in section VII of this document	Qty and Units	1 No.s
Consignee/ State:	IMD HQ NEW DELHI		
Terms of Delivery	[DAP]	Completion date of Delivery:	1. The complete Turn key should be installed and commissioned within 90 days after award of PO. 2. All the items are required to be delivered directly at IMD HQ New Delhi. Dispatch of stores will be on DAP basis. The firm will be responsible to deliver the items at mentioned site.



<b>3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)</b>			
Published Date	17-02-2025	Bid Validity (Days from the date of Bid Opening) – ITB-clause 9.3	240 days
Document Download Start Date & Time	17-02-2025, 11:00 hrs	Document Download End Date & Time	12-03-2025, 11:00 hrs
Clarification Start Date & Time	17-02-2025, 11:00 hrs	Clarification End Date & Time	12-03-2025, 11:00 hrs
bid Submission Start Date & Time	17-02-2025, 11:00 hrs	bid Submission Closing Date & Time	12-03-2025, 11:00 hrs
Bid Opening (Techno-commercial bid) Date & Time	17-03-2025, 11:00 hrs.	Bid Opening (Financial bid) Date & Time	[To be intimated later]
<b>4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)</b>			
Is this item reserved for exclusive Procurement from MSEs	[No]		
Nature of Bidders eligible – OEMs/ Dealers authorised by OEMs	[No Restriction] OEMs and Indian bidders (Manufacturing the product on Transfer of Technology basis)		
Entities from countries not eligible to participate on reciprocal basis ITB-clause 4.1.2 (Make in India Policy)	[Indicate if any otherwise delete]		
Minimum local content for eligibility to participate ITB-clause 4.1.4 (Make in India Policy)	[20%]		
Classes of Local Suppliers eligible to participate ITB-clause 4.1.4 (Make in India Policy)	<del>[Only Class-I local Suppliers eligible (where sufficient local capacity exists, ITB-clause 4.1.4-3)]</del> Or Only Class-I and Class-II local Suppliers eligible (Domestic Tenders) Or <del>All classes of Contractors (Class-I, Class-II and Non-local) eligible – Global Tenders]</del>		

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Procuring Organisation

Mandatory Joint venture with Indian Company ITB-clause 4.1.7 (Make in India Policy)	<del>[Indicate if yes, otherwise delete]</del> NA	
<b>5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1)</b>		
Classification of Local Suppliers based on Minimum local content ITB-clause 4.1.1	[Class-I Local Suppliers: 50% Class -II Local Supplier: more than 20% but less than 50% <del>Non-Local Supplier less than 20%</del> ]	
The margin of purchase preference (ITB-clause 4.1.4)	[20%]	
Is the requirement divisible for preference ITB-clause 4.1.5	[No]	
Would the contract be split among more than one bidder ITB-clause 4.1.5	[No]	
<b>6.0 Obtaining the Tender Document and clarifications (ITB-clause 7.0)</b>		
eProcurement Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app or https:// <a href="https://gem.gov.in">gem.gov.in</a>	[0120-4001 002; 0120-4001 005; 0120-6277 787 or support-eproc@nic.in]
	<del>[Fill in your organisation's portal URL and helpdesk, if Tender Document download/ submission facility is also provided there]</del>	
Cost of Tender Document (INR)	[Not applicable]	
Office/ Contact Person/ email for clarifications	<del>[Same as TIA above]</del> Room No. 517, Central Purchase Unit, Mausam Bhawan, Lodi Road, New Delhi-110003 cpu.imd@imd.gov.in	
<b>7.0 Pre-bid Conference (ITB-clause 8)</b>		
Pre-bid Conference applicable or not	No  The procurement specifications for the server hardware are detailed, precise, and clearly defined in the tender document. All technical and functional requirements, along with the necessary performance standards, are explicitly outlined. This will provide prospective bidders with a clear	



	<p>understanding of the expectations and ensure that all bidders can submit proposals without any ambiguity. Server hardware, especially for high-performance systems like the DSS, follows industry-standard specifications that are well-understood by experienced vendors. Given the familiarity of vendors with these types of hardware, further clarifications or discussions through a pre-bid conference are unlikely to provide significant value. Conducting a pre-bid conference can sometimes extend the procurement timeline. In this case, due to the critical nature of the DSS hardware and the urgency to procure it for the continuous operation of the early warning system, it is important to expedite the process. Eliminating the pre-bid conference helps maintain an efficient procurement timeline without unnecessary delays. In case any bidder requires further clarification or has queries regarding the tender document, they can still put their queries on GeM portal. This approach ensures that the procurement process remains transparent and allows vendors to seek clarifications as needed, without the need for a formal pre-bid meeting.</p>
<p>Place, time, and date of the Pre-bid Conference</p>	<p>Mausam Bhawan, O/o DGM, IMD, Lodi Road, New Delhi. 09-12-2024, 11:00 hrs</p>
<p>Place, time, and date before which Written queries for the Pre-bid conference must be received</p>	<p>Mausam Bhawan, O/o DGM, IMD, Lodi Road, New Delhi. 09-12-2024, 11:00 hrs</p>
<p>Place, time, and date before which registration of participants for the Pre-bid conference must be received</p>	<p>Mausam Bhawan, O/o DGM, IMD, Lodi Road, New Delhi. 09-12-2024, 11:00 hrs</p>
<p><b>8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)</b></p>	
<p>Bids to be Addressed to</p>	<p>President of India, Through Head of Procurement, Procuring Entity</p>

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Procuring Organisation

Instructions for Online bid Submission	[ <a href="https://etenders.gov.in/eprocure/app?page=HelpForContractors&amp;service=page">https://etenders.gov.in/eprocure/app?page=HelpForContractors&amp;service=page</a> ]		
Bid Opening Place	[On e-procurement portal(s) mentioned above]		
Alternate Bids allowed or not ITB-clause 9.1.6	[Only one bid meeting the conflict-of-interest criteria (as mentioned in this document) shall be considered as valid from a bidder.]		
<b>9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITB-clause 10.3)</b>			
Physical documents required/ permitted to be submitted	[Yes]		
If Yes, List of Documents to be submitted physically	[Form 7: Documents related to Bid Security]		
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	<del>{fill up date and time, usually same as the deadline for the bid submission, to avoid bidders playing an anti-competitive game}</del> NA		
Address of Physical Submission of Originals	<del>[Same as TIA above]</del> Room No. 517, Central Purchase Unit, Mausam Bhawan, Lodi Road, New Delhi-110003		
<b>10.0 Documents relating to Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.2.4)</b>			
[In lieu of Bid Security Bid Securing Declaration is to be submitted by all bidders as per Form 7]			
Performance Security	[Applicable @ 10% of Order value]	Form of Security and To whom to be addressed	Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank doing government business in the prescribed form in favour of the purchaser
EMD	[Applicable @ 2.5 % of Order value]	EMD to whom to be addressed	in favour of DDO, O/o DGM, IMD, New Delhi.

Categories of EMD Exemption Allowed	MSEs, Start-up	EMD Validity	60 days beyond Bid Validity
<b>11.0 Additional Clauses</b>			
<b>Clause</b>	<b>Description</b>		
Integrity Pact to be Signed and Submitted along with bid ITB-clause 9.2.1	[No/Yes]	Independent External Monitor, Name and Contact Details	<p>1. Sh. Ajay Kumar Lal, IRAS (Retd.), DDA, HIG, Block 3A/101 A, Motia Khan (Near Jhandewalan Temple), D.B. Gupta Road, New Delhi-110015 (Email: ajay_k_lal@yahoo.com, Mobile No.: 9560712003)</p> <p>2. Sh. Pavan Kumar Jain, IDSE (Retd.), A-402, Shree Ganesh Apartments, Plot No. 12B, Sector-7 Dwarka, New Delhi-110075 (Email: mespkj@gmail.com, Mobile No.: 9313498388)</p> <p>[Include if applicable - Name and Contact Details of Independent External Monitor (IEM) for Integrity Pact]</p>
Price Variation Clause ITB-clause 6.2.2	[No]		
Quantity Splitting/ Parallel Orders ITB-clause 13.1.2	[No]	If Yes, Ratio of Distribution among L-1 and others	[Fill up if 'Yes' or write 'Not applicable' if 'No'] 50:30:20  in case of splitting in two and three, the ratio of 70:30, 50:30:20, respectively shall be used.

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## **Section II: Instructions to Bidders (ITB)**

### **1. The Tender Document**

#### **1.1 Basic Tender Details**

The 'Tender Document' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for the supply of the Goods as detailed in Section VI: "Schedule of Requirements" (hereinafter referred to as 'the Goods'). Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference. The 'Good's may include incidental Services/ Works if so indicated. In this Tender Document, any generic reference to 'Goods' shall be deemed to include such incidental Services and Works.

#### **1.2 Interpretations, Definitions, Abbreviations and Document Conventions**

Section IV: General Conditions of Contract (GCC), details Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), Document conventions (GCC-clause 1.3) and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

#### **1.3 Overview of Contents**

- 1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ file separately available on the e-Procurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below. The sections mentioned in ITB-clause 1.4 below need not be signed or returned by the bidders; however, Bidder must declare in his bid Form (Form 1) that he has read, understood, complied, and stands bound by all requirements of these sections:

#### **1.4 Sections of the Tender Document (need not be signed or uploaded)**

##### **1.4.1 Sections of the Tender Document**

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Bidders (ITB)

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- 3) Section III: Appendix to Instructions to Bidders (AITB)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Schedule of Requirements
- 7) Section VII: Technical Specifications and Quality Assurance
- 8) Section VIII: Qualification Criteria

#### **1.4.2 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)**

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must fill up ‘Form 5: Terms and Conditions - Compliance’ regarding any deviations from this Schedule.

#### **1.4.3 Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)**

Section II: “Instructions to Bidders” - ITB along with Section III: “Appendix to Instructions to Bidders – AITB” 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 adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up ‘Form 5: Terms and Conditions - Compliance’ regarding any deviations from this Schedule.

#### **1.4.4 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)**

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ AITB. Bidders must fill up ‘Form 5: Terms and Conditions - Compliance’ regarding any deviations from terms and conditions of this and other Schedules.

#### **1.4.5 Section VI: Schedule of Requirements**



Section VI – Schedule of Requirements describes the Goods required; HSN codes; Quantities and Units; Delivery Requirements, Destination and State; transportation; terms of delivery (F.O.R. etc.); scope of supply (concomitant accessories; spare parts and incidental Works/ Services). The requirements may consist of more than one schedule. Each schedule may contain more than one item of Goods. Bidders must fill up 'Form 2: 'Schedule of Requirements - Compliance' regarding this Schedule.

#### **1.4.6 Section VII – Technical Specifications and Quality Assurance**

Section VII – Technical Specifications and Quality Assurance lays down the technical and quality assurance (including any energy-saving requirements, e.g., BEE star classification and Warranty Obligations) of the Goods required. It would also stipulate, if required, any compliance required by Central and State Pollution Control Boards, including transportation and handling of hazardous materials/ packaging. Bidders must fill up 'Form 3: 'Confirmation/ Deviation from Technical Specifications And Quality Assurance' regarding this Schedule. Bidder should provide the required details, information, confirmations, etc., accordingly, failing which its bid shall be liable to be rejected as nonresponsive.

#### **1.4.7 Section VIII: Qualification Criteria:**

Section VIII: Qualification Criteria lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. It may indicate the extent of dispensation allowed for Start-ups under ITB 3.8.2-2) and MII-JVs under ITB 3.6.8-2. Bidders must fill up 'Form 4: Confirmation/ Deviation from Qualification Criteria' and 'Form 4.1: Performance Statement' regarding this Schedule. Bidders shall attach statements and documents to confirm conformity to Qualification Criteria in this appendix.

### **1.5 Forms (To be filled, digitally signed, and uploaded by Bidders)**

Please refer to clause 1.4 above to relate the following forms to the corresponding Sections.

- 1) Form 1: bid Form (To serve as a covering letter to both the Techno-commercial and Financial Bids)
  - (a) Form 1.1: Bidder Information
  - (b) Form 1.2: Eligibility Declarations
  - (c) Form 1.3: OEM's Authorization
  - (d) Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs
- 2) Form 2: Schedule of Requirements - Compliance
- 3) Form 3: Technical Specifications and Quality Assurance - Compliance
- 4) Form 4: Qualification Criteria - Compliance



- (a) Form 4.1: Performance Statement
- 5) Form 5: Terms and Conditions - Compliance
- 6) Form 6: Checklist for the Bidders
- 7) Form 7: Documents Relating to Bid Security
- 8) Form 8: Integrity Pact
- 9) Financial bid – BOQ Excel Sheet (To be Downloaded from the Portal).

## **1.6 Other Formats**

- 1) Format 1: Contract Form (Not to be filled by Bidders)
  - (a) Format1.1: Bank Guarantee Format for Performance Security
  - (b) Format 1.2: NEFT Mandate Form
  - (c) Format 1.3: No Claim Certificate
  - (d) Format 1.4: Certification by Prospective Arbitrators
- 2) Format 2: Authorization for Attending Pre-bid Conference. (To be filled up, if required, by Bidder)

## **2. Procuring Entity - Rights and Disclaimers**

### **2.1 The Procuring Entity**

Bids are to be addressed to the President of India through the Head of Procurement, Procuring Entity in the Procuring Organisation (headed by Head of the Procuring Organisation). The Tender Inviting Authority is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Inspection Agency/ Officer and interim/ultimate Consignee(s) and Paying authority who shall discharge designated function during contract execution.

### **2.2 Right to Intellectual Property and confidentiality:**

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
  - (a) now or hereafter is or enters the public domain through no fault of Bidder;
  - (b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - (c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

### **2.3 Right to Reject any or all Bids**

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

### **2.4 Disclaimers**

#### **2.4.1 Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

#### **2.4.2 Regarding Documents/ guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

#### **2.4.3 Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was



provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

#### **2.4.4 Regarding Tender Document:**

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

### **3. Bidders - Eligibility and Preferential Policies**

#### **3.1 Bidders**

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

#### **3.2 Eligibility Criteria for Participation in this Tender**

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause



of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

### 3.3 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

- 1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India<sup>1</sup>, excluding countries as listed on the website of the Ministry of External Affairs<sup>2</sup>, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered<sup>3</sup> with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - bid Form.
- 2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
- 3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
- 6) "Bidder from such Restricted Countries" means: -
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or

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<sup>1</sup> <https://mea.gov.in/india-and-neighbours.htm>

<sup>2</sup> <http://meadashboard.gov.in/indicators/92>

<sup>3</sup> <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>



g) A consortium/ joint venture where any member falls under any of the above

**7) The beneficial owner shall mean:**

(a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation-

(i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.

(ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

(b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.

(c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**3.4 Conflict of Interest.**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

### **3.5 Regulation of Indian Agents/ Associates of Foreign Principals**

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates



must provide required declarations in Form 1.4 – Declarations by Agents/ Associates of Foreign Principals:

- 1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
- 8) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
- 9) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
- 10) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
- 11) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

#### **4. Purchase Preference Policies of the Government**

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ ITB/ AITB

##### **4.1 Make in India Order**



Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

#### 4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- 1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class-II local Supplier' with local content equal to or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
- 3) ~~'Non-Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.~~

#### 4.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

#### 4.1.3 Eligibility to participate

- 1) **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions. This threshold shall be declared in TIS and/ or Section VI: Schedule of Requirements
- 2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ ~~non-local Suppliers~~ eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

#### 4.1.4 Thresholds

- 1) Following thresholds shall be declared in the Tender Document.
  - (a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
  - (b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.



(c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by ~~Non-local~~ or Class-II bidders for being eligible for purchase preference.

2) If not so declared, the default threshold shall be as follows:

(a) Local content for eligibility for Class-I; Class-II local Suppliers and ~~Non-local~~ Suppliers shall be 50% and above; 20% and above but less than 50%; ~~and less than 20%,~~ respectively.

(b) Minimum local content for eligibility to participate shall be 20%,

(c) The margin of purchase preference shall be 20%

#### 4.1.5 Purchase preference to Class-I local Suppliers

1) ~~For goods and works where the Goods are divisible by nature:~~

~~(a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.~~

~~(b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.~~

2) For goods and works where the Goods are not divisible, and in the procurement of services where the bid is evaluated on price alone:

(a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

(b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

(c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase

preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

3) ~~Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:~~

~~(a) If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.~~

~~(b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers' / 'Non local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class I local Supplier', and so on.~~

#### 4.1.6 Verification of local content and violations:

1) The 'Class-I local Supplier' / 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier' / 'Class-II local Supplier', as the case may be.

2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier' / 'Class-II local Supplier' shall be required to provide a certificate from the



statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
- 4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

#### **4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenization**

- 1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

#### **4.1.8 Information to be provided by Bidders regarding Make in India policy**

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ ~~Non-local Supplier~~ and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- 3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

## 4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

### 4.2.1 Registration of MSEs

- 1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
  - (a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs
  - (b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
  - (c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

### 4.2.2 Support to MSEs

- a) Tender sets shall be provided free of cost to MSEs.
- b) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

### 4.2.3 Reservation of specific items for procurement

If so stipulated in Tender Information Summary (TIS Appendix to NIT), this procurement is reserved as per the Public Procurement Policy for the Micro and Small Enterprises Order, 2012, for exclusive purchase from Micro and Small Enterprises (MSEs) registered with agencies, as mentioned in clause 4.2.3 below. In such a case, only such MSEs shall be eligible to submit a bid and be considered.

### 4.2.4 Purchase Preference to MSEs

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.



### 4.3 Support to Start-up Enterprises

#### 4.3.1 Definition of Start-up Enterprises

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
  - (a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
  - (b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
  - (c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

#### 4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)
- 2) ~~**Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.~~

## 5. The Goods, Eligible Goods and Basis of Evaluation

### 5.1 Eligible Goods –Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all 'Goods' and 'incidental Works/ Service' to be supplied under the contract must conform to i) restrictions on certain countries

with land-borders with India (ITB-clause 3.3; ii) minimum local content (Make in India Policy – ITB-clause 4.1). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Goods must not circumvent the provisions relating to such benefits.

## **5.2 Basis of Evaluation for Schedules/ packages**

- 1) Unless otherwise stipulated in the TIS/ AITB, if there is more than one schedule/ package in Section VI: Schedule of Requirements, evaluation of financial ranking of bids shall be done separately for each schedule, and Bidder has the option to submit its quotation for any one or more schedules/ packages and, also, to offer special discount for combined schedules. However, Bidder shall quote for the complete Goods as stipulated in a schedule quoted.
- 2) Unless otherwise stipulated in the TIS/ AITB, if there is only a list of items without grouping into schedules, evaluation of financial ranking of bids shall be done for each item separately, and Bidder has the option to submit its quotation for any one or more items and, also, to offer special discount for combined items. However, Bidder shall quote for all the destinations included in an item quoted.
- 3) Unless otherwise stipulated in the TIS/ AITB, if there is only one item in the Goods with several destinations, evaluation of financial ranking of bids shall be done separately for each destination included in that item separately, and Bidder has the option to submit its quotation for any one or more destinations and, also, to offer special discounts for all destinations.

## **6. Bid Prices, Taxes and Duties**

### **6.1 Prices**

#### **6.1.1 Competitive and Independent Prices**

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

#### **6.1.2 Undue profiteering**



- 1) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
- 2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

### 6.1.3 Price Components

- 1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- 2) **The break-up of Prices based on Origin of Goods:** The quoted prices for Goods offered from India and those offered from abroad should be indicated separately in the applicable Price Schedules. The prices in the corresponding price schedule shall be entered separately in the following manner:
  - (a) **Domestic Goods:** For Goods offered indigenously, the prices in the corresponding price schedule shall be entered separately in the following manner:
    - (i) The price of the Goods quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, shall be assumed to include all taxes and duties like GST, customs duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Goods or on the previously imported Goods of foreign origin.
    - (ii) Any GST, which shall be payable on the Goods in India if the contract is awarded.
    - (iii) Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods to their final destination as stipulated in Section VI: Schedule of Requirements and
    - (iv) The price of incidental Works/ Services, as and if mentioned in Section VI: Schedule of Requirements.

(b) ~~**Foreign Goods:** For Goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:~~

- ~~(i) The price of Goods quoted FAS/ FOB port of shipment or CIF port of entry in India or CIF specified place of destination in India as indicated in the Schedule of Requirements.~~
- ~~(ii) Wherever applicable, the amount of customs duty on the Goods to be imported.~~
- ~~(iii) The charges for inland transportation, insurance, and other local costs incidental to the delivery of the Goods from the port of entry in India to their final destination, as stipulated in the Schedule of Requirements, and~~
- ~~(iv) The charges for incidental Works/ Services, as and if mentioned in the Schedule of Requirements, showing break up as per their country of origin.~~
- ~~(v) Unless otherwise explicitly indicated in the contract, the terms FOB, FAS, CIF etc. for imported Goods offered from abroad shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris~~
- ~~(vi) The need for an indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 6.1.3), is for comparison of the Bids by the Procuring Entity and shall no way restrict the Procuring Entity's right to award the contract on the selected Bidder on any of the terms offered.~~

### 3) Price Components in case of Capital Goods/ Machinery and Plant

If TIS/ AITB declares it to be the procurement of Capital Goods/ Machinery & Plant following price components shall be provided in Form 2: Schedule of Requirements – Compliance and Form 3: Technical Specifications and Quality Assurance – Compliance:

#### (a) ~~Compulsory Spares for Two Year's Maintenance~~

~~If so stipulated in TIS/ AITB, the Bidders shall also quote in their financial bids the prices of spares and their quantities estimated to be required for maintenance of equipment two years beyond the warranty period. The total cost of such spares shall be added to the cost of equipment and incidental works/ services to evaluate financial bids. These spares shall be supplied along with the main equipment.~~

#### (b) **Comprehensive Annual Maintenance Contract (CAMC)**

If so stipulated in TIS/ AITB, the Bidders shall quote post-warranty Comprehensive Annual Maintenance Contract (AMC) for five years after the expiry of the warranty period. They should mention the maintenance schedule under the CAMC, giving the charges for the CAMC maintenance schedule and other details of spares to be used in such preventive maintenance. The terms & conditions of CAMC must specify the maximum down time and maximum response time. The total of CAMC charges for



five years and the cost of spares used in CAMC during these five years would be included in the F.O.R. destination price quoted for the equipment for comparative evaluation of offer. However, Procuring entity shall retain his to enter or not enter into such an AMC contract with the successful bidder/ contractor.

**(c) Insurance**

If so stipulated in TIS/ AITB, the Bidders shall also quote in their financial bids the cost of Insurance of the consignment of the equipment and spares upto the ultimate consignee. If not explicitly quoted, it shall be assumed to be included in the process quoted for the equipment.

**(d) ~~Prices of Other Spares usually needed for Maintenance~~**

~~If so stipulated in TIS/ AITB, the Bidders shall also quote in their financial bids the indicative prices of crucial spares and their quantities estimated to be required for maintenance of equipment beyond the above mentioned two years period. This information is for future spares ordering, and the prices would not be added to the bid amount. The successful bidder/ contractor shall endeavour to maintain such prices over a reasonable period. The Bidders who are OEM must give undertaking for supply of spare parts for a period of the expected life of the machine/equipment. Other tenderers must submit undertakings from their OEM to supply spare parts for a period of the expected life of the machine/equipment. In this connection, GCC 6.6 (Spare Parts) shall also be applicable.~~

**(e) Incidental Works/ Services**

If so stipulated in TIS/ AITB, the Bidders shall provide the specified incidental works/ services (e.g., Installation, Commissioning, Training of Operator etc.). The Bidders may quote separate prices for these. Otherwise, it shall be assumed to be included in the prices of the main equipment price.

- 4) The indication of such price components is to compare the Bids and shall not restrict the Procuring Entity's right to award the contract on any terms offered.

**6.1.4 Price Schedule**

- 1) Bidders are to upload only the downloaded Price Schedule (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. Delivery Schedule and Terms of delivery are also to be quoted. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.



- 2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.

#### **6.1.5 Provisions of GST**

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- 2) While quoting the basic rate, the bidder should offset the input credit available/ to be availed as per the GST Act.
- 3) Please refer to ITB-clause 6.3 for further details.

#### **6.1.6 Currencies of Bid and Payment**

- 1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 2) ~~Where the Tender Document permits quotations in different currencies, then, for domestic Goods, prices shall be quoted in Indian rupees only, and for imported Goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in ITB-clause 12.4.2 below.~~
  - (a) Regarding price(s) for incidental Works/ Services, if any required with the Goods, the same shall be quoted in Indian Rupees if such Works/ Services are to be performed/ undertaken in India.
  - (b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

#### **6.1.7 Non-compliance**

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

### **6.2 Firm/ Variable Price**

#### **6.2.1 Firm Price**

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.



## 6.2.2 Price Variation Clause:

- 1) In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document.
- 2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

## 6.2.3—Exchange Rate Variation

~~Subject to provisions of ITB clause 6.2.1 above, where final prices are quoted in Indian Rupees (INR) involving substantial imports content (> 25%), and the deliveries exceed 12 months, Bidder may, if they so desire, stipulate Foreign Exchange Rate Variation (ERV) clause. In that case, the ERV shall be borne by the Procuring Entity within the original Delivery Period. ERV shall be applicable only for components used to manufacture supplied Goods imported after the contract date.~~

- ~~1) The offer of Bidder should indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the bidder has already indicated the schedule within which the bidder shall import material.~~
- ~~2) If the delivery period is refixed/ extended, ERV shall not be admissible if this is due to the contractor's default.~~
- ~~3) Unless otherwise stipulated in the contract, documents for claiming ERV shall be:
  - (a) A bill of ERV claim enclosing working sheet.
  - (b) Banker's Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.
  - (c) Copies of import order/agreement placed by the contractor on its Suppliers.
  - (d) Invoice of Contractor's Suppliers for the relevant import order~~

## 6.3 Goods and Services Tax (GST)

### 6.3.1 GST Registration Status:

- 1) All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.
- 3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.
- 5) The Procuring Entity's state-wise GSTINs are indicated in Section VI – Schedule of Requirements and/ or TIS/ AITB.

### 6.3.2 HSN Code and GST Rate:

- 1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.
- 2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.



- 3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
- 4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.
- 5) **Applicability to Imported Goods/ Services:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter- state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

## 6.4 Payments

### 6.4.1 General

Unless otherwise stipulated, Payment terms laid down in clause GCC 10.3 shall be applicable.

### 6.4.2 Advance Payments

~~Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity to the contractor. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.~~

Twenty five (25%) of the total contract value will be paid as advance payment against an equivalent amount of 110% Advance Bank Guarantee after issuance of supply order to support the bidder in design and manufacturing of high end engineering goods in India.

## 7. Downloading the Tender Document; Corrigenda and Clarifications

### 7.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

## 7.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause 10.4.1 below.

## 7.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

## 8. ~~Pre-bid Conference~~

- ~~1) If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno-commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document.~~
- ~~2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.~~
- ~~3) The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.~~



- ~~4) Delegates participating in the Pre bid conference must provide a photo identity and an authorization letter as per the format in Format 2: "Authorization for attending a Pre bid Conference " from their Company/ principals; else, they shall not be allowed to participate. The pre bid conference may also be held online at the discretion of the Procuring Entity.~~
- ~~5) After the Pre bid conference, Minutes of the Pre bid conference shall be published on CPP Portal / GeM portal (gem.gov.in) or the Procuring Entity's website mausam.imd.gov.in. Procuring Entity's portal within seven days from the Pre bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per ITB clause 7.2 above, to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.~~

## **9. Preparation of Bids**

### **9.1 The bid**

#### **9.1.1 Language of the bid**

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

#### **9.1.2 Acquaintance with Local Conditions and Factors**

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

### **9.1.3 Cost of Bidding**

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

### **9.1.4 Interpretation of Provisions of the Tender Document**

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

### **9.1.5 Quote Quantities/ Prices in both Numerals and Words**

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

### **9.1.6 Alternative Bids not Allowed**

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

## **9.2 Documents comprising the bid:**

### **9.2.1 Techno-commercial bid/ Cover**

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so, stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted at in the Technical bid:

- 1) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 9.4.
- 2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
  - (a) Form 1.1: Bidder Information;
  - (b) Form 1.2: Eligibility Declarations;



- (c) If applicable, Form 1.3: OEM's Authorization (Ref ITB-Clause 1.5 also): Unless specifically barred in TIS/ AITB, in case Bidder offers to supply Goods, which some other firm (OEM) manufactures, Bidder must have been duly authorized by the OEM to quote for and supply the Goods to the Procuring Entity in this particular tender specifically. Bidder shall submit OEM's authorization letter to this effect as per this.
  - (d) If applicable. Form1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs (ITB-clause 3.5 above)
- 3) Form 4: 'Qualification Criteria - Compliance':** Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria as follows. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.:
- (a) Bidder shall also submit Form 4.1: Performance Statement to prove his technical, production and financial capabilities and eligibility, commensurate with requirements of this Tender.
- 4) Form 2: Schedule of Requirements - Compliance:** Bidders should fill this form to detail the Schedules of Goods offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
- 5) Form 3 - Technical Specifications and Quality Assurance - Compliance:** Bidder shall upload the required and relevant documents like technical data, literature, drawings, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents, to establish that the goods and incidental Works/ Services offered in the bid fully conform to the goods and Works/ Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all parameters of Technical Specifications, Quality Assurance. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.

- 6) Form 5 - Terms and Conditions - Compliance: Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
- 7) Form 6- Checklist for the Bidders. Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
- 8) If stipulated in TIS/ AITB, duly signed Form 8: Integrity Pact.
- 9) Any other format/ form if stipulated in AITB or if considered relevant by the bidder

### **9.2.2 Financial bid/ Cover**

"Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties as per ITB-clause 6.3. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.

### **9.3 Bid Validity**

- 1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

### **9.4 Bid Security - Related Documents**

- 1) In lieu of Bid Security, all Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is



required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

- 2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
  - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
    - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
    - (i) fails or refuses to sign the contract.
- 4) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
  - (a) receipt by Bidder of the Procuring Entity's notification
    - (i) of cancellation of the entire tender process or rejection of all bids or
    - (ii) of the name of the successful bidder or
  - (b) forty-five days after the expiration of the bid validity or any extension thereof
- 5) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

### **9.5 Non-compliance with these provisions**

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

## **10. Signing and Uploading of Bids**



### **10.1 Relationship between Bidder and eProcurement Portal**

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

### **10.2 Signing of bid**

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information.

### **10.3 Submission/ uploading of Bids.**

#### **10.3.1 Submission/ Uploading to the Portal**

- 1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only Online on or before the deadline for the bid submission as notified in TIS.
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidder need not sign or up-load the Schedules in ITB-clause 1.4 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and



acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

- 7) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."
- 8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
- 10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
- 11) The Procuring Entity may extend the deadline for bids submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

- 12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

### **10.3.2 Implied acceptance of procedures by Bidders**

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

### **10.3.3 Late Bids**

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

## **10.4 Modification, Resubmission and Withdrawal of Bids**

### **10.4.1 Modification & Resubmission**

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

### **10.4.2 Withdrawal**

- 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

## **11 Bid Opening**

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

## **12 Evaluation of Bids and Award of Contract**

### **12.1 General norms**

#### **12.1.1 Evaluation based only on declared criteria.**



The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

### **12.1.2 Deviations/ Reservations / Omissions - Substantive or Minor**

1) During the evaluation of Bids, the following definitions apply:

12.1.2.1.1 "Deviation" is a departure from the requirements specified in the Tender Document;

12.1.2.1.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

12.1.2.1.3 "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

12.1.2.1.4 which affects in any substantive way the scope, quality, or performance of the product;

12.1.2.1.5 which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or

12.1.2.1.6 Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

3) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

4) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.

5) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per ITB-clause 12.1.3 below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

### **12.1.3 Clarification of Bids and shortfall documents**

- 1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- 3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

### **12.1.4 Contacting Procuring Entity during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

## **12.2 Evaluation of Bids**

### **12.2.1 Preliminary Examination of Bids - Determining Responsiveness**

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Unless



otherwise stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required Bid Security Declaration (Form 7) has not been provided.
- 3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 4) The Goods offered are not eligible as per the provision of this tender.
- 5) Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- 6) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
- 7) The bid validity is shorter than the required period.
- 8) The bid departs from the essential requirements stipulated in the bidding document;
- 9) Against a schedule in Section VI: Schedule of Requirement, Bidder has not quoted the entire Goods as stipulated in that schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

#### **12.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders**

- 1) Unless otherwise stated, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
- 2) If it is stipulated that this is the second stage of the two-stage tender Process or pre-qualified bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified bidders shall follow the same procedure as described above for multiple covers Tender Process.
- 3) If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects



shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

### **12.3 Techno-commercial Evaluation**

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2.

#### **12.3.1 Evaluation of eligibility**

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause 3.2 and NIT-clause 3 above to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations in Form 1: bid Form. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

#### **12.3.2 Evaluation of Qualification Criteria**

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensation, if any, for Start-ups as per ITB-Clause 4.3 above) as per submission in Form 4 and its Form 4.1. This determination shall, inter-alia, consider the Bidder's financial, technical and production or other prescribed capabilities for satisfying requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

#### **12.3.3 Evaluation of Conformity to Schedule of Requirements and Technical Specifications/ Quality Assurance**

Procuring Entity shall evaluate schedule-wise conformity of the description, scope of supply, quantity, delivery schedules, terms of delivery, transportation of the offered goods to Section VI- Schedule of requirements as per submissions in Form 2: 'Schedule of Requirements - Compliance'. Technical specifications, drawings, quality assurance and other technical terms and conditions of the Bids shall be examined, as per Form 3: 'Technical Specifications and Quality Assurance - Compliance'. Unless otherwise stated in the TIS/ AITB, alternative offers/ makes/ models shall not be considered.

#### **12.3.4 Evaluation of Conformity to Commercial and Other Clauses**



Bidder must comply with all the Commercial and other clauses of the Tender Document as per submissions in Form 5. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC Clause 3), Contractor's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Warranty/ Guarantee (GCC Clause 6.7), Force Majeure (GCC Clause 9.13), Taxes & Duties (GCC Clause 10.2) and Code of Integrity (GCC Clause 13) will be deemed to be a material deviation.

### **12.3.5 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids**

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal and individually to all participant bidders in accordance with ITB-clause 12.2.2 as per the type of Tender Processes.

## **12.4 Evaluation of Financial Bids and Ranking of Bids**

### **12.4.1 Ranking of Financial Bids**

- 1) Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
- 2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, on FOR/ FOT destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/ unloading/ stacking, insurance etc.
- 3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;
- 4) If any bidder offers conditional discounts/ rebates in his bid or suo motu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does

become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;

- 5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the techno-commercial conditions. If it is so declared, such loading of the financial bid shall be done as per the relevant provisions;
- 6) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
- 7) evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:

12.4.1.1.1 in the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;

12.4.1.1.2 The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and

12.4.1.1.3 If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

- 8) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.
- 9) **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

#### **12.4.2 ~~Global Tender Enquiry (GTE, International Competitive Bidding)~~**

~~If stipulated in the TIS/ AITB that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:~~

##### **1) ~~Currency of Tender~~**

~~In GTE tenders, if permitted in AITB, the bid price may be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Services rendered in India and agency commission, if any) which should be stated in Indian Rupees.~~

##### **2) ~~Evaluation of Offers~~**



- 12.4.2.1.1 ~~For financial evaluation, all Bids shall be converted to Indian Rupees based on the “Bill for Collection (BC) selling” exchange rate on the last deadline for the bid submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the Tender Documents. The offers would be compared based on the principle of the total outgo from Procuring Entity’s pockets, including all applicable taxes and duties (Customs duty, IGST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the Procuring Entity’s bankers) should also be loaded. Import of Goods or services or both attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the ‘Custom Assessable Value’ plus the ‘Basic Customs duty applicable thereon’.~~
- 12.4.2.1.2 ~~The bidders are to quote prices based on FOB, FAS, CIF, or DDP basis as stipulated in the Tender Document. The terms FOB, FAS, CIF, DDP etc., shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.~~
- 12.4.2.1.3 ~~If there are no domestic bidders, a comparison of foreign offers can be made based on CIF/ DDP/ landed costs since the rest would be the same for all bidders, provided the port of entry is the same for all bidders.~~
- 12.4.2.1.4 ~~Unless otherwise stipulated, foreign bidders shall indicate the break-up of prices for freight, insurance, customs duty, port handling charges, clearing agency charges, related ITC (HS) code, IGST/ GST cess, related HSN code, as relevant to quoted price basis.~~
- 12.4.2.1.5 ~~If both Indian and foreign bidders have quoted in the tender, the comparison of the offers would be done based on FOR/ FOT destination, including all applicable taxes and duties (on the principle of the total outgo from Procuring Entity’s pockets). In the case of FAS/ FOB offers, the freight and insurance shall be (after ascertaining, if not quoted) added to build up the CIF cost. For arriving at the DDP cost, notional one percent shall be added over and above CIF price as port handling charges and adding thereon customs duty and clearing agency charges. To bring DDP cost to FOR/ FOT destination cost, GST, GST Cess, as applicable on the date of opening of the tender, and inland freight would be added. The FOR/ FOT destination price for domestic offers may be calculated as in indigenous tenders.~~

### 12.4.3 Evaluation Process in Tender cum e-Reverse Auction

If it is specified in TIS/ AITB that this is a Tender cum e-Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal after the financial bid opening (declaration of L-1 landed price/ s), provided the number of valid bidders

is not less than the stipulated number (3 if not specified). Unless otherwise stipulated following procedure shall be followed:

**1) Shortlisting of bidders eligible to participate in e-Reverse Auction:**

12.4.3.1.1 The bids disallowed from participating in the Reverse Auction(e-RA) shall be the highest bidder(s) in the tabulation of prices in the financial bid. If the highest bidders quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in first out by the system.

12.4.3.1.2 If the number of valid bidders is less than the minimum stipulated number (or 3 if not specified), a Reverse auction shall not be conducted, and the financial bids shall be evaluated. In the case of 4 to 6 valid bidders lowest three (3) bidders shall be allowed to participate in the reverse auction. In the case of more than 6 valid bidders, only 50% of the bidders (rounded up to next integer) shall be allowed to participate.

12.4.3.1.3 However, if MSE bidders or Class-I Local suppliers under the Make in India policy do not come under the above criteria, but their prices in financial bids are within the policy's margin of preference, they shall be allowed to participate. Such bidders would be over and above the short-list mentioned above.

**2) Reverse Auction Process (RAP)**

Note: If the Portal RAP process is different from the one described below, the portal provisions shall prevail.

- (a) Upon opening the financial bids, a reverse auction platform shall be created. The reverse auction shall start within the specified period (two hours if not specified) of the bid. There shall be no participation fees for the e-Reverse auction.
- (b) Unless modified by TIA, L-1 landed price in financial bid (as per the calculation schema based on the Tender Document evaluation criteria) shall be the start bid price on which the auction shall be initiated.
- (c) The TIA shall specify the decrement value before starting the e-Reverse Auction (or, if not specified, 0.5% of the start bid price rounded off to the next unit, tens, hundreds, thousands etc., with a minimum of Rs. 1). The reduction shall have to be made as per decrement value or in multiple thereof.
- (d) An initial period of the reverse auction shall be as stipulated (or two hours if not specified). All times and periods are as per server time-stamp. There shall be auto extensions of time by specified minutes (ten minutes if not specified) in case of any reduction recorded in the last auto-extension period. The Maximum number of auto extensions shall be as stipulated (or 50 if not stipulated).



- (e) In case of service disruption at the service provider's end during the reverse auction, the reverse auction process shall start all over again, with the last recorded lowest price of prematurely ended RAP as the 'Start bid' price. The prices quoted in the prematurely ended RAP shall be binding on all the bidders for consideration if the restarted process does not trigger within the stipulated time (or by 5.00 pm on the same day, if not stipulated). Disruption and restarting of RAP shall be intimated to all the bidders through system/ SMS/ e-mail through the e-procurement portal.
- 3) Bidders must submit only the landed price in the reverse auction, and only the item-wise L-1 price shall be displayed without disclosing the number of bids and names of the bidders. The landed price would not be the same for two bidders, even if any bidder makes such an attempt. While evaluating the bids, the exchange rate captured by the e-procurement system shall be considered for converting foreign currency into Indian Rupees.
  - 4) On the auction's closing time expiry, the bid history showing all the last valid bids offered along with the name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
  - 5) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. Only the chronologically last bid submitted by Bidder until the end of the auction shall be considered the valid financial bid of Bidder, and consideration of the same for entering into a contract by the Procuring Entity shall bind on the bidder. If a bidder does not submit his bid in the Reverse Auction, the price quoted in the financial bid shall be considered the valid price of that bidder. The status of Bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the financial bid, whichever is lower.
  - 6) The successful L-1 bidder, after the reverse auction, has to upload within a stipulated period (within 2 working days, if not specified) the breakup of Landed Prices in the shortfall documents, at which the contract shall be awarded. While giving the breakup, the Bidder shall include the same taxes and duties as quoted while submitting the financial bid. If the L-1 bidder fails to submit the breakup of landed price within the stipulated period, the Procuring Entity shall place an order based on the breakup of the financial bid submitted by Bidder, and the same shall be binding on the bidder.

## 7) Purchase Preference



Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

#### **12.4.4 Cartel Formation/ Pool Rates**

- 1) Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders, based on considerations like performance/ financial capabilities, the distance of destination godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.
- 2) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:

12.4.4.1.1 order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

12.4.4.1.2 consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

#### **12.4.5 Reasonableness of Rates Received**

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

#### **12.4.6 Consideration of Abnormally Low Bids**

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning



scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

#### **12.4.7 Price Negotiation**

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post eReverse Auction process.

### **13 Award of Contract**

#### **13.1 The Procuring Entity's Rights**

##### **13.1.1 Right to Vary Quantities at the Time of Award**

At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in Section VI: Schedule of Requirements, provided this increase/ decrease does not exceed ~~25~~ 12.5 (Twelve and half) percent of tendered quantity (or any other percentage indicated in the Tender Document).

##### **13.1.2 Parallel Contracts or Splitting of Award**

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

- 1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.
- 2) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the Tender Document for parallel contracts, then it reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L-1 rate to willing L-2 or higher bidders, in a transparent manner to avail full assessed capacities of lower-priced bidders first, before inviting higher-priced bidders. The decision of Procuring Entity shall be final.
- 3) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the supplies/ Goods, the manner of deciding relative share

of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements) for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally vary quantities to suit capacity/ past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth supplies as per requirements.

### **13.1.3 ~~Additional Conditions for Rate Contracts~~**

~~If stipulated expressly in the TIS/ AITB that this is a Tender Process to enter into "Rate Contract(s)" for the supply of Goods, then the following additional conditions shall be applicable:~~

- ~~1) The conditions governing the resultant Rate Contract would be as per G.C.C clause 6.8. The "Fall Clause" as described in the G.C.C clause 10.1.6 shall be expressly applicable in Rate Contracts.~~
- ~~2) Unless otherwise specified, the currency of a Rate Contract would be for one year.~~
- ~~3) **Parallel Rate Contracts:** Procuring Entity reserves the right to conclude more than one rate contract for the same Schedule/ Goods. The procedure for negotiation and counter offering for concluding parallel rate contracts would be as follows.~~

~~13.1.3.1.1 Initially, the rate contract would be awarded to the L-1 Bidder. Then the price of L-1 shall be counter offered to the higher quoting responsive Bidders (under intimation to L-1), asking them to send their revised Bids online on the e-procurement portal to be opened at a specified place, date, and time (as per the standard procedure). L-1 Bidder would be specifically informed that it may, if it so desires, reduce its price and send its revised Bid accordingly. The Bidders, who accept the counter offered rate or rate lower than that, would be awarded parallel rate contracts. If L-1 Bidder lowers its rate in its revised offer, the same would also be accepted with effect from that date, and its rate contract amended accordingly.~~

~~13.1.3.1.2 In the case where parallel rate contracts are necessary, but even the lowest responsive Bidder (L-1) price is not reasonable. In that case, price negotiation may be conducted with L-1 Bidder in the first instance. If the L1 Bidder agrees to bring down the price to the desired level, a rate contract would be concluded with it, and parallel rate contracts would be concluded as per the sub-clause above. If, however, L1 Bidder does not agree to reduce its price in the first instance itself, then the price, which has been decided as reasonable, would be counter offered~~



~~to all the higher quoting responsive Bidders (including L-1) for further action on the above lines.~~

~~13.1.3.1.3 All such parallel rate contracts would be released transparently and simultaneously.~~

- ~~4) The quantities mentioned in the tender in Section-I (N.I.T.) and Section-VI (Schedule of Requirements) are indicative without any commitment on a rate contract basis, as detailed in G.C.C clause 6.8.~~

## **13.2 Letter of Award (Acceptance - LoA) and Signing of Contract**

### **13.2.1 Selection of Successful Bidder(s)**

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

### **13.2.2 Verification of Original Documents**

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit online for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

### **13.2.3 Letter of Award (LoA)**

- 1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of the supply of the Goods. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

- 2) It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. before the placement of LoA or the contract. This ID shall be incorporated in the contract.

#### **13.2.4 Performance Security**

- 1) Within 14 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the contractor to the Procuring Entity.
- 2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. If the Procuring Entity is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

#### **13.2.5 Signing of Contract**

- 1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.
- 2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.
- 3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The Contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

#### **13.2.6 Expiry of bid Declaring Declarations**



Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them, in terms of ITB-clause 9.4 above. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

### **13.2.7 Publication of Tender Result**

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

## **14 Grievance Redressal/ Complaint Procedure**

- 1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.
- 2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

14.1.1.1.1 Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

14.1.1.1.2 Only a directly affected bidder can represent in this regard.

14.1.1.1.2.1 In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;

14.1.1.1.2.2 In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

14.1.1.1.3 Following decisions of the Procuring Entity shall not be subject to review:

- 14.1.1.1.3.1 Determination of the need for procurement.
- 14.1.1.1.3.2 Complaints against specifications except under the premise that they are either vague or too specific to limit competition
- 14.1.1.1.3.3 Selection of the mode of procurement or bidding system;
- 14.1.1.1.3.4 Choice of the selection procedure.
- 14.1.1.1.3.5 Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
- 14.1.1.1.3.6 Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
- 14.1.1.1.3.7 The decision to enter into negotiations with the L-1 bidder; and
- 14.1.1.1.3.8 Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

### **15 Code of Integrity in Public Procurement, Misdemeanours and Penalties:**

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutandis during the pre-award tender process.



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### Section III: Appendix to Instructions to Bidders (AITB)

Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS

(Ref ITB-clause 1.4)

{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned, if these need to be changed}

Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

<b>Column 1</b> ITB clauses	<b>Column 2</b> To be read as
<b>ITB 3, 4</b>	<b>Bidders - Eligibility and Preferential Policies</b>
ITB 3.2	<del>[Mention any additional eligibility conditions]</del> Class-I, Class-II suppliers are eligible. Purchase preference will be given to "Make in India"
ITB 4.1	<del>[Mention if under ITB 4.1.7 (MII policy), formation of JV for indigenisation is mandatory and if yes, dispensations allowed in such cases]</del> Not mandatory
ITB 4.3.2	<del>[Mention extent of relaxation in prior turnover and experience for Start-ups, if any]</del> No Relaxation in prior Turnover and Experience.
<b>ITB 5 to 6</b>	<b>Schedule of Requirements, Bid Prices, Taxes and Duties</b>
ITB 5.2	[Any changes regarding the basis of evaluation, please specify it here] <i>Total all-inclusive offer for all the items mentioned in Schedule of Requirement and BOQ shall be used to determine price</i>
ITB 6.1.3	[Customise here if it is the procurement of capital Goods/ Machinery & plant. Otherwise, Mention any additional price component requirement]



	Nil
ITB 6.1.6	<del>{If prices are permitted to be quoted in currencies other than INR also, please mention it here, as in the case of Global Tenders}</del> Prices are not permitted to be quoted in currencies other than INR
ITB 6.2	<del>{If Price Variation or Exchange Rate Variation clause is to be permitted, please mention it here. Also, provide a PVC formula and indices}</del> Price Variation Clause is not applicable
<b>ITB 9 to 10</b>	<b>Downloading, Preparation, Submission and Opening of Bids</b>
ITB 9.1.1	<del>{Language in which bids are to be submitted other than Official language stipulated in NIT and English, please specify it here}</del> English
ITB 9.1.6	<del>{Mention if Alternate Bids are permissible}</del> Conditional offers, alternative offers, multiple bids by a bidder shall not be considered.
<b>ITB 12 Evaluation of Bids and Award of Contract</b>	
ITB 12.2.1	<del>{Mention if additional criteria for responsive bids are proposed}</del> The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
ITB 12.2.2	<del>{Customise here by indicating here whether this is a Single cover or two covers the tender process. Or is it the second stage of the two stage tender Process or Pre-Qualification Bidding (PQB) after shortlisting of qualified bidders in the EoI/ PQB stage}</del> TWO bid two cover
ITB 12.3.1, 12.3.2	<del>{Mention any additional eligibility/ qualification criteria}</del> Additional QCBS criteria will be applicable for technical Qualification
ITB 12.4.1-1)	<del>{Mention any additional financial evaluation criteria in addition to price criteria}</del> Financial Bids are to be ranked on a basis of price criteria.

ITB 12.4.1-2)	<p><del>[If the basis of financial evaluation is different from that total out of pocket cost to the Procuring Entity, mention it here]</del></p> <p>Not Applicable</p>		
ITB 12.4.2	<p><del>[Customise here by indicating here whether this is a Global Tender Enquiry (International Competitive Bidding)]</del></p> <p>Domestic Tender Enquiry for Indian Manufacturers</p>		
ITB 12.4.3	<p><del>Not Applicable</del></p> <p>[Customise here indicating whether it is a Tender cum e-Reverse Action Tender Process. If yes, mention any changes, if any, in parameters for e-Reverse Auction]</p>		
	Parameter	Value	Default in Text
	Minimum valid bids for e-RA		3
	Shortlisting of lowest bidders for e-RA		3 upto 6 bidders; 50% above 6
	Start time of e-RA after Financial bid opening		2 Hrs
	Decrement Value (%age of L-1) and rounding off		0.5%
	The initial period of e-RA		2 Hrs
	Period of Auto-extension		10 mins
	Max auto-extensions		50
	End of trigger period in case of technical glitches		5 P.M. same day
Time for uploading results after the end of RA		2 days	
ITB 13.1.1	<p><del>[Mention if a %age different from 25%, is intended as quantity variation at the time of Award of Contract]</del>Not Applicable</p>		
ITB 13.1.2	<p><del>[If it is decided to conclude parallel contracts on more than one bidder, please specify the number of parallel contracts and ratios (in %, say 70:30</del></p>		

	<del>or 50:30:20 etc.) for such distribution. Please also ensure matching entry in TIS under Make in India.]</del> Not Applicable
ITB 13.1.3	<del>[Customise here by indicating here whether this is a Tender Process for concluding Rate Contracts. If yes, mention other details.]</del> Not Applicable
ITB 13.2.4	<del>[Mention if a %age different from 3%, is intended as Performance Guarantee, or if acceptable instruments are different. Refer GCC clause 5.8 also]</del> 10%



## Section IV: General Conditions of Contract (GCC)

### 1. General

#### 1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- 7) Any generic reference to GCC shall also imply a reference to SCC as well.
- 8) In case of conflict, provisions of SCC shall prevail over those in GCC.
- 9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
- 10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- 11) GCC-clause 5.10 (Book Examination clause), GCC-clause 6.5 (Option Quantity clause), GCC-clause 10.1.6 (Fall clause) shall not apply unless invoked explicitly in the contract. Nevertheless, Fall Clause (GCC-clause 10.1.6) shall be expressly applicable in the case of Rate Contract (Refer SCC-clause 6.8).

#### 1.2 Definitions

In the contract, unless the context otherwise requires:



- 1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
- 2) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.
- 3) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 4) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- 5) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- 6) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 7) "Consignee" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.
- 8) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor or a 'formal agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor



on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

- 9)** “Contractor” (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;
- 10)** “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 11)** “Drawing” means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
- 12)** “General Conditions” means the General Conditions of Contract, also referred to as GCC.
- 13)** "Goods" (including the terms ‘Stores’, ‘Material(s)’ in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
- 14)** “Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
- 15)** “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- 16)** “Inspecting Officer” means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;
- 17)** “Intellectual Property Rights” (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

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- 18) “Parties”:** The parties to the contract are the "Contractor" and the Procuring Entity, as defined in this clause;
- 19) “Performance Security”** (includes the terms ‘Security Deposit’ or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- 20) “Place of Delivery”** the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of the contract -
- (a) The consignee at his premises; or
  - (b) Where so provided, the interim consignee at his premises; or
  - (c) A carrier or other person named in the contract for transmission to the consignee:  
or
  - (d) The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.
- 21) “Procurement” or “public procurement”** (or ‘Purchase’, or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;
- 22) “The Procuring Entity”** means the entity in The Procuring Organization procuring Goods or Works or Services;
- 23) “Procurement Officer”** means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
- 24) “Service(s)”** (including the term ‘Non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (Non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual



made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;

- 25)** “Special Conditions” means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
- 26)** “Specification” or “Technical Specification” means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- 27)** “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
- 28)** “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender” or “Tender Enquiry”, which would be clear from context without ambiguity.
- 29)** “Test” means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- 30)** “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

### 1.3 Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as ‘Capitalised word’ and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia ‘Goods’ shall indicate definition as given in the GCC while ‘goods’ shall have usual dictionary meaning.

### 1.4 Abbreviations:

Abbreviation	Definition
AITB	Appendix to Instructions To Bidders

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Abbreviation	Definition
BOQ	Bill of Quantities (Excel sheet of Price Schedule)
BSD	Bid Securing Declaration
CFR	Cost and Freight (port of destination)
CGST	Central Goods and Services Tax
CIF	Cost, Insurance & Freight (port of destination)
CPPP	Central Public Procurement Portal
DAP	Delivered at Place (Destination)
DoE	Department of Expenditure
DP	Delivery Period
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate
e-RA	Electronic Reverse Auction
EFT/ NEFT	(National) Electronic Funds Transfer
ERV	Exchange Rate Variation
FAS	Free Alongside Ship (port of loading)
FDI	Foreign Direct investment
FOB	Free on Board (port of loading)
FOR	Free on Rail (named Station)
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GRIR	Goods Receipt and Inspection Report
GST	Goods and Services Tax
GTE	Global Tender Enquiry (International Competitive Bidding)



<b>Abbreviation</b>	<b>Definition</b>
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
ITC (HS)	Indian Tariff Classification (Harmonised System)
LoA	Letter of Award (Acceptance)
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
MSMED	MSME Development (Act)
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PVC	Price Variation Clause
PAN	Permanent Account Number
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
RAP	Reverse Auction (Process)
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority

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Abbreviation	Definition
TIS	Tender Information Summary

## 2. The Contract

### 2.1 Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

### 2.2 The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

### 2.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

### 2.4 Parties

The parties to the contract are the contractor and the Procuring Entity, as defined in GCC-clause 1.2 above and nominated in the contract.

### 2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the contract.

- 2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
- 3) the Letter of Award (LoA)
- 4) Final written submissions made by the contractor during negotiations, if any;
- 5) the SCC
- 6) the GCC
- 7) the contractor's bid;
- 8) any other document listed in the SCC as forming part of this Contract.
- 9) Integrity Pact if any

## **2.6 Modifications/ Amendments, Waivers and Forbearances**

### **2.6.1 Modifications/ Amendments of Contract**

- 1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
- 2) If the contractor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

### **2.6.2 Waivers and Forbearances**

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

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- 1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

### **3. Governing Laws and Jurisdiction**

#### **3.1 Governing Laws and Jurisdiction**

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of States/Cities within India have jurisdiction to decide any dispute arising out or in respect of the contract.

#### **3.2 Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

### **4. Communications**

#### **4.1 Communications**



- 1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
- 4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

#### **4.2 The person signing the Communications**

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
- 2) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

#### **4.3 Address of the parties for sending communications by the other party.**

- 1) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:
  - (a) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Contractor shall be solely responsible for

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the consequence of an omission to notify a change of address in the manner aforesaid, and

- (b) The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
- (c) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

## **5. Contractor's Obligations and restrictions on its Rights**

### **5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business**

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- 1) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- 2) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
- 3) If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

### **5.2 Obligation to Maintain Eligibility and Qualifications**

- 1) The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility



and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to:

- (a) Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration

**5.3 Change in its qualification criteria submitted in its bid in Form 4: Qualification Criteria - Compliance and its sub-form(s).Restriction on Potential Conflict of Interests**

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
- 2) after the termination of this Contract, such other activities as may be stipulated in the contract.

**5.4 Consequences of a breach of Obligations**

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

**5.5 Assignment and Sub-contracting**

- 1) the contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 2) the contractor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which the contract was awarded to him.

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- 3) If the Contractor sublets or assigns this contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

#### 5.6 Indemnities for breach of IPR Rights

- 1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
  - (a) any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.
  - (b) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor, and
  - (c) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:
  - (a) other than for the purpose indicated by or to be reasonably inferred from the contract
  - (b) in association or combination with any other equipment, plant, or materials not supplied by the contractor.
- 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
- 4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.



- 5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

## **5.7 Confidentiality, Secrecy and IPR Rights**

### **5.7.1 IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

### **5.7.2 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

### **5.7.3 Secrecy**

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

### **5.7.4 Obligations of the contractor**

- 1) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge

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to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

- 3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - (a) the contractor needs to share with the institution(s) participating in the financing of the contract;
  - (b) now or hereafter is or enters the public domain through no fault of Contractor;
  - (c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - (d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

#### **5.8 Performance Bond/ Security**

- 1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.



- 2) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 10% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
- (a) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned in therein (or FA&CAO of the Procuring Organisation, if not mentioned).
  - (b) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.3.
- 3) For CAMC, the contractor shall furnish performance security to IMD for an amount equal to five per cent (05%) of the total value of the equipment, valid up to sixty (60) days after successful completion of the warranty period and the date of completion of all contractual obligations of CAMC by the contractor (TO BE SUBMITTED 30 DAYS BEFORE COMPLETION OF WARRANTY PERIOD).
- 4) For advance payment, 110% Advance Bank Guarantee to be submitted by the contractor after issuance of supply order.
- 5) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 6) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion
- (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
  - (b) without terminating the Contract:
    - 1. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 10.4, or
    - 2. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

- 7) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
- 8) The Procuring Entity shall be entitled, and it shall be lawful on his part,
- (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
    - (i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
    - (ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
  - (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
- 9) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.
- 10) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

### 5.9 Permits, Approvals and Licenses

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.



### 5.10 Book Examination Clause

If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows:

- 1) the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.
- 2) the contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, mutadis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.
- 3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
- 4) The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

### 5.11 Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents loaned to Contractor.

- 1) Unless stipulated in the contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would

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be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.

- 2) The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
- 3) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workmen or agents.
- 4) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid
- 5) The Contractor shall return all such assets in good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity, whose decision shall be final and binding.

## **5.12 Labour Codes and Related Obligations**

This clause shall be applicable only if it is specifically indicated to be applicable in SCC.

### **5.12.1 Independent Contractor**

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The Contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

### **5.12.2 Obligations of the contractor under Labour Codes and Rules**

- 1) In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of the Procuring Entity or Consignee, the contractor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial



Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

- 2) The Contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- 3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- 4) The Contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. Notwithstanding the contract's provisions to the contrary, the Contractor shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The Contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.
- 5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so

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paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

### 5.12.3 The obligation of Contractor to ensure awareness of Labour Codes

- 1) The Contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The Contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers.
- 2) The Contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
- 3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:
  - a) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc
  - b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.

## 6. Scope of Supply and Technical Specifications

### 6.1 The Scope of Supply

- 1) This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.
- 2) **Incidental Works/ Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning,



Operator's Training etc. in case of Supply of Capital Goods/ Machinery & Plant) as an integral part of the Goods in the contract.

## 6.2 Technical Specifications and Standards

The Goods & incidental Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification and Quality Assurance' under Sections VII of the Tender Document or as stipulated in the contract. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.

- 1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.
- 2) conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

## 6.3 Quantity Tolerance

~~Unless otherwise stipulated in the contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity or of the total value of goods ordered in the contract.~~

## 6.4 Eligible Goods - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied. For purposes of this Clause, the term 'Goods' shall have the meaning as defined in GCC-clause 1.2.

## 6.5 Option Quantity Clause:

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~~If invoked explicitly in the contract, the Procuring Entity shall reserve the right, but without any obligation to do so, to increase or decrease the ordered quantity upto a percentage specified therein (or 25% 12% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.~~

## 6.6 Spare parts in Supply of Capital Goods/ Machinery and Plant

- 1) If SCC/ Contract declares it to be the procurement of Capital Goods/ Machinery & Plant, the contractor shall supply/ provide any or all of the following materials, information etc. about spare parts manufactured and/ or supplied by them:
  - (a) The spare parts as selected by the Procuring Entity to be purchased from the contractor, subject to the condition that such purchase of the spare parts shall not relieve the contractor of any contractual obligation including warranty obligations; and
  - (b) In case the production of the spare parts is discontinued within the service life of the equipment supplied hereunder (or a period stipulated in the contract):
    - (i) sufficient advance notice to the Procuring Entity before such discontinuation to provide adequate time for it to purchase the required spare parts etc., and
    - (ii) immediately following such discontinuation, as and if requested by the Procuring Entity, provide free of cost the designs, drawings, layouts, specifications, and alternative sources of supply of such spare parts.
- 2) the contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods so that the same is supplied to the Procuring Entity promptly on receipt of the order from the Procuring Entity.

## 6.7 Warranty/ Guarantee

If so stipulated in the SCC/ Contract, the following warranty/ Guarantee clause shall apply:

- 1) the contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
- 2) Unless otherwise indicated in the contract, the contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for



~~30~~—60 months from the date of placement in service (e.g., installation and commissioning), ~~after their delivery or 24 months from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.~~

- 3) Obligations of the contractor under the warranty clause shall survive even though:
  - (a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Procuring Entity.
  - (b) The contract is terminated for any reason whatsoever.
- 4) The Procuring Entity shall promptly notify in writing to the contractor, If during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Procuring Entity in that behalf being final and conclusive).
- 5) Upon receipt of such notice, the contractor shall, within one day (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.
- 6) ~~A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as per GCC clause 10.4 below.~~ A penalty of 0.5% per day and part there of subject to maximum of 10% of charges for that quarter. ~~The maximum penalty for warranty failure will be 10% (Five percent) of the contract value during the whole warranty period.~~ If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action similar to GCC-clause 9.10 for inordinate delays would also be taken.
- 7) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.
- 8) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 07 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default under GCC-clause 12.1, and the Procuring Entity shall avail any or all remedial action(s) thereunder.

#### 6.8 ~~Additional Conditions for Rate Contracts~~

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~~If SCC/ Contracts stipulates explicitly that this is a “Rate Contract” for the supply of the Goods outlined in the Contract during the period therein specified, then the following additional Contract Conditions shall be applicable:~~

#### ~~6.8.1 Quantity Contracted for~~

- ~~1) The Rate Contract is only a standing offer from the Contractor. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.~~
- ~~2) The Procuring Entity undertakes to place the supply (withdrawal/ off take) orders for Goods detailed in the Contract at the terms and prices mentioned therein.~~
- ~~3) However, they reserve the right to obtain from any source any Goods referred to in the Contract to meet an emergency or for values less than the threshold specified in the Contract (Rs 1.5 one and a half Lakhs, if not specified) if the Procuring Entity is satisfied that the Contractor is not in a position to supply specific quantities of Goods within the period in which these are required.~~

#### **6.9 Evaluation Process in Tender cum e-Reverse Auction**

If it is specified in TIS/ AITB that this is a Tender cum e-Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal after the financial bid opening (declaration of L-1 landed price/ s), provided the number of valid bidders is not less than the stipulated number (3 if not specified). Unless otherwise stipulated following procedure shall be followed:

##### **1) Shortlisting of bidders eligible to participate in e-Reverse Auction:**

- (a) The bids disallowed from participating in the Reverse Auction(e-RA) shall be the highest bidder(s) in the tabulation of prices in the financial bid. If the highest bidders quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in first out by the system.
- (b) If the number of valid bidders is less than the minimum stipulated number (or 3 if not specified), a Reverse auction shall not be conducted, and the financial bids shall be evaluated. In the case of 4 to 6 valid bidders lowest three (3) bidders shall be allowed to participate in the reverse auction. In the case of more than 6 valid bidders, only 50% of the bidders (rounded up to next integer) shall be allowed to participate.
- (c) However, if MSE bidders or Class-I Local suppliers under the Make in India policy do not come under the above criteria, but their prices in financial bids



are within the policy's margin of preference, they shall be allowed to participate. Such bidders would be over and above the short-list mentioned above.

## 2) Reverse Auction Process (RAP)

Note: If the Portal RAP process is different from the one described below, the portal provisions shall prevail.

- (f) Upon opening the financial bids, a reverse auction platform shall be created. The reverse auction shall start within the specified period (two hours if not specified) of the bid. There shall be no participation fees for the e-Reverse auction.
  - (g) Unless modified by TIA, L-1 landed price in financial bid (as per the calculation schema based on the Tender Document evaluation criteria) shall be the start bid price on which the auction shall be initiated.
  - (h) The TIA shall specify the decrement value before starting the e-Reverse Auction (or, if not specified, 0.5% of the start bid price rounded off to the next unit, tens, hundreds, thousands etc., with a minimum of Rs. 1). The reduction shall have to be made as per decrement value or in multiple thereof.
  - (i) An initial period of the reverse auction shall be as stipulated (or two hours if not specified). All times and periods are as per server time-stamp. There shall be auto extensions of time by specified minutes (ten minutes if not specified) in case of any reduction recorded in the last auto-extension period. The Maximum number of auto extensions shall be as stipulated (or 50 if not stipulated).
  - (j) In case of service disruption at the service provider's end during the reverse auction, the reverse auction process shall start all over again, with the last recorded lowest price of prematurely ended RAP as the 'Start bid' price. The prices quoted in the prematurely ended RAP shall be binding on all the bidders for consideration if the restarted process does not trigger within the stipulated time (or by 5.00 pm on the same day, if not stipulated). Disruption and restarting of RAP shall be intimated to all the bidders through system/ SMS/ e-mail through the e-procurement portal.
- 3)** Bidders must submit only the landed price in the reverse auction, and only the item-wise L-1 price shall be displayed without disclosing the number of bids and names of the bidders. The landed price would not be the same for two bidders, even if any bidder makes such an attempt. While evaluating the bids, the exchange rate captured by the e-procurement system shall be considered for converting foreign currency into Indian Rupees.
- 4)** On the auction's closing time expiry, the bid history showing all the last valid bids offered along with the name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

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- 5) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. Only the chronologically last bid submitted by Bidder until the end of the auction shall be considered the valid financial bid of Bidder, and consideration of the same for entering into a contract by the Procuring Entity shall bind on the bidder. If a bidder does not submit his bid in the Reverse Auction, the price quoted in the financial bid shall be considered the valid price of that bidder. The status of Bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the financial bid, whichever is lower.
- 6) The successful L-1 bidder, after the reverse auction, has to upload within a stipulated period (within 2 working days, if not specified) the breakup of Landed Prices in the shortfall documents, at which the contract shall be awarded. While giving the breakup, the Bidder shall include the same taxes and duties as quoted while submitting the financial bid. If the L-1 bidder fails to submit the breakup of landed price within the stipulated period, the Procuring Entity shall place an order based on the breakup of the financial bid submitted by Bidder, and the same shall be binding on the bidder.

#### **7) Purchase Preference**

Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

### **6.10 Applicability of Fall Clause**

GCC-clause 10.1.6 shall be expressly applicable to Rate Contracts.

#### **6.10.1 Supply Orders and Deliveries**

- 1) Supply (withdrawal/ offtake) orders for obtaining supplies through the rate contract, incorporating a definite quantity of Goods along with all other required conditions following the rate contract terms, shall be issued by the Procuring Entity or its nominated Direct Demanding Officers (D.D.O.). Such DDOs shall be nominated and authorised during the contract period by the Procuring Entity to place such Supply orders directly on the Contractor.



- 2) The Contract shall deliver the quantities thus ordered as per the terms and conditions of the Supply Order and the Rate Contract.
- 3) Procuring Entity is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders shall be affected beyond the validity period of the rate contract, all such supply shall be guided by the terms & conditions of the rate contract.

#### **6.10.2 Monetary limits for indents**

The Procuring Entity may stipulate an upper threshold of value of Supply Orders directly placed by DDOs on the Contractor during the Contract Period. Except with prior approval of the Procuring Entity, the Contractor shall not comply with the supply orders directly received from the DDOs, more than such threshold amount.

#### **6.10.3 Right to repeat competitive bidding**

- 1) Procuring Entity reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions, including specifications during the validity period of existing valid R/Cs.
- 2) In such cases, the existing R/C holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided.
- 3) If the prices received are found lower than the existing R.C. prices, new R/Cs may be awarded at reduced prices.
- 4) Existing R/Cs at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause (GCC-clause 10.1.6).

#### **6.10.4 Short-closing or Renegotiation of the Rate Contract**

During the currency of the Rate Contract, the Procuring Entity can short-close the rate contract or renegotiate the price by serving a suitable notice of thirty days.

#### **6.10.5 ~~Renewal of Rate Contracts~~**

~~In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, shall be left out. The period of such extension would generally not be more than three months.~~

## **7. Inspection and Quality Assurance**

### **7.1 Tests and Inspections**

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- 1) The 'Technical Specification and Quality Assurance' (Section VII) shall specify inspections and tests (including raw materials and/ or stage inspections, if so specified) to be carried out and where and how they are to be conducted. If such inspections and tests are conducted in the premises of the contractor or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the contractor to the Procuring Entity's inspector at no charge to the Procuring Entity.
- 2) The Procuring Entity and/ or its nominated representative(s) shall, without any extra cost to the Procuring Entity, inspect and/ or test the ordered Goods and the incidental Works/ Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and the Procuring Entity. The Inspecting Officer shall inform the contractor in writing of its programme for such inspection and the officials' identity to be deputed for this purpose.
- 3) If so stipulated in the contract, the contractor shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goods as stipulated in the contract or by the Inspecting Officer. However, the Contractor shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.
- 4) Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such.
- 5) Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises, shall be borne by the contractor. However, in case of stipulation for type testing/ proto-type testing of machinery and plant involving special tests, the contract shall indicate the apportionment of test and expended material costs among the parties.
- 6) Under no circumstances does the Inspecting officer have the authority to modify the governing specifications, approved drawings, or samples during inspection without the Procuring Entity's approval.



## 7.2 Consequence of Rejection

Upon the Goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at a place other than the premises of the contractor, the Procuring Entity shall be at liberty to:

- 1) Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided that the Inspecting Officer may call upon the contractor to remove dangerous, infected, or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this regard shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Goods without being entitled to any extra payment on that or any other account.
- 2) All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's risk immediately on such rejection. If the contractor does not remove such Goods within the periods aforementioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods. The Procuring Entity or Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the contractor's risk and on his account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Procuring Entity shall, in addition, be entitled to recover from the contractor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.
- 3) Disposal of rejected goods in an aforesaid manner shall not exonerate contractor but still hold him liable to pay to the procuring entity, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms if the contractor fails to pay the amount due to him.
- 4) where under the contract the price payable is fixed F.O.R. dispatching station, the contractor shall, if the Goods are rejected at destination by the consignee, be liable, in addition to his other liabilities, including a refund of price recoverable in respect of

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the Goods so rejected, to reimburse to the Procuring Entity the freight and all other expenses incurred by it in this regard. The Contractor shall be allowed to take back rejected Goods only after such refunds are received by the Procuring Entity.

### **7.3 Inspections at the last moment**

- 1) If the contract stipulates pre-despatch inspection of the ordered Goods at Contractors premises, he shall put up the Goods for inspection well ahead of the delivery period to complete the inspection within that period.
- 2) In cases where only a portion of the Goods ordered is tendered for inspection at the last moments of the delivery period and also in cases where inspection is not completed in respect of the portion of the Goods tendered for inspection during the delivery period, the inspector shall carry out the inspection and complete the formality beyond the contractual delivery period at the specific written request by and at the risk and expense of the contractor. The fact that the Goods have been inspected after the contractual delivery period shall not amount to keeping the contract alive, and this shall be without any prejudice to the legal rights and remedies available to the Procuring Entity under the terms & conditions of the contract.
- 3) If the Goods tendered for inspection during or at the last moments of the delivery period are not found acceptable after carrying out the inspection, the Procuring Entity is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If the Goods tendered for inspection are found acceptable, the Procuring Entity may grant an extension of the delivery period subject to conditions mentioned in GCC-clause 9.11 below.

### **7.4 Consignee's right of Rejection of Inspected Goods**

- 1) Goods accepted by the Procuring Entity and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the Procuring Entity's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.
- 2) Notwithstanding any approval which the Inspecting Officer may have given in respect of the Goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Procuring Entity, to inspect, test and, if necessary, reject the Goods or any part, portion or consignment



thereof, after the Goods' arrival at the final destination within a reasonable time after actual delivery thereof to him at the place of destination stipulated in the contract, if such Goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Note: Regarding materials pre-inspected at the firm's premises during manufacture or before delivery or dispatch, the consignee shall issue rejection advice within 90 days from the date of receipt.

## **8. Packing, Transportation, Insurance and Receipt**

### **8.1 Packing Specifications and Quality**

- 1) The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.
- 2) The packing for the Goods to be provided by the contractor 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. If necessary, the size, weights, and volumes of the packing cases, the remoteness of the goods' final destination, and availability or otherwise of transport and handling facilities at all points during transit upto the final destination shall also be considered.
- 3) The quality of packing, the manner of marking within & outside the packages, and accompanying documentation shall strictly comply with the 'Technical Specification and Quality Assurance' and in the contract. If the packing requirements are amended due to any amendment to the contract, the contractor shall comply accordingly.
- 4) Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums, and wrappings) in which the contractor supplies the Goods shall be considered non-returnable and their cost included in the contract price.
- 5) If the contract provides that the containers shall be returnable, they must be marked 'returnable'. Unless otherwise specified, the cost of reverse transportation shall be borne by the contractor.
- 6) If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the contractor at a price stipulated in the contract. In such cases, the contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time, and in the event of any dispute or difference arising as to whether the containers

were so returned, the decision of the Procuring Entity thereon shall be final and binding. In his discretion, the Procuring Entity may award such compensations as may, in his opinion, be proper for any undue delay in returning the containers.

## 8.2 Packing instructions

Unless otherwise mentioned in the 'Technical Specification and Quality Assurance' under Sections VII and SCC under Section V, the contractor 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:

- 1) An iconic graphical mark to visually identify a particular consignment.
- 2) Name of the Procuring Entity; contract number and date
- 3) brief description of Goods including quantity.
- 4) the gross weight of the package
- 5) Serial number of this package and the total number of packages in the consignment
- 6) packing list reference number
- 7) country of origin of goods
- 8) consignee's name and full address and
- 9) Contractor's name and address

## 8.3 Transfer of Title of Goods

- 1) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to the Procuring Entity until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and the Procuring Entity, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the



Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

- 2) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at the Procuring Entity's risk after their delivery to the interim consignee.

## **8.4 Transportation**

### **8.4.1 Instructions for transportation of domestic Goods**

If no instruction is provided in the contract, the contractor shall arrange transportation of the ordered Goods as per its procedure.

### **~~8.4.2 Shipping Arrangement for Foreign Contracts:~~**

~~In the case of FOB/ FAS contracts, shipping arrangements shall be made by the Procuring Entity. The Contractor shall give adequate notice to the Procuring Entity and its Forwarding Agents/ Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required date of dispatch for finalising the shipping arrangements. In the case of CFR contracts, the contractor shall arrange the shipment as per the instructions from the Procuring Entity.~~

### **8.4.3 Airlifting**

Should the Procuring Entity intend to airlift all or some of the Goods, the contractor shall pack the Goods accordingly upon receiving intimation to that effect. Such deliveries shall be agreed upon well in advance and paid for as may be mutually agreed.

### **8.4.4 Distribution of Despatch Documents for Clearance/ Receipt of Goods**

- 1) the contractor shall send all the relevant despatch documents well in time to the Procuring Entity to enable it to clear or receive (as the case may be) the Goods in terms of the contract. Unless otherwise stipulated in the contract, the usual documents involved and the drill to be followed in general for this purpose are as follows:
- 2) For Domestic Goods within 24 hours of despatch, the contractor shall notify the Procuring Entity, consignee, and others concerned, if mentioned in the contract, the complete details of despatch and also supply the following documents (as relevant) to

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them by registered post/ speed post/ courier besides advance intimation by digital means (or as instructed in the contract or SCC):

- (a) the contractor's Invoice indicating, inter alia description and specification of the Goods, quantity, unit price, total value;
  - (b) Packing list;
  - (c) Insurance certificate;
  - (d) Railway receipt/ Road Consignment note;
  - (e) Manufacturer's guarantee certificate and in-house inspection certificate;
  - (f) Inspection certificate issued by the Procuring Entity's inspector
  - (g) Expected date of arrival of goods at destination and
  - (h) Any other document(s), as and if mentioned explicitly in the contract.
- 3) ~~For Imported Goods, within 3 days of despatch, the contractor shall notify the Procuring Entity, consignee and other concerned, if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the contract), besides advance intimation by digital means:~~
- ~~(a) Clean on Board Airway Bill/ Bill of Lading (B/L)~~
  - ~~(b) Original Invoice~~
  - ~~(c) Packing List~~
  - ~~(d) Certificate of Origin from Seller's Chamber of Commerce~~
  - ~~(e) Certificate of pre-despatch inspection by the Procuring Entity's representative/ nominee~~
  - ~~(f) Certificate of Quality and current manufacture from OEM~~
  - ~~(g) Dangerous Cargo Certificate, if any.~~
  - ~~(h) Insurance Policy of 110% if CIF contract.~~
  - ~~(i) Performance Bond/ Warranty Bond~~

## 8.5 Freight

The Goods shall be despatched at public tariff rates. In the case of F.O.R. station of despatch contract, the Goods shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so shall render the contractor liable for any avoidable expenditure caused to the Procuring Entity. Where alternative routes exist, the Procuring Entity shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the contractor,



## 8.6 Insurance

Unless otherwise instructed in the contract, the contractor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:

- 1) In case of domestic goods supply on CIF/ FOR destination basis, the contractor shall be responsible until the entire Goods contracted arrive in good condition at destination. The contractor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. The contractor shall obtain the insurance cover in its name and not in the name of the Procuring Entity or its Consignee.
- 2) ~~In FOB and CFR offers for the import of Goods, the insurance shall be arranged by the Procuring Entity. However, the contractor must give sufficient notice to the Procuring Entity before the date of shipment so that the Insurance Cover for the shipment can be activated. The Contractor must co-ordinate to ensure that the Shipment sails only with Insurance cover in place.~~
- 3) In case of import of goods, even when the Procuring Entity pays the insurance, it shall entirely be the contractor's responsibility to make good loss/ damage without waiting for settlement of insurance claim so that equipment is commissioned within the time stipulated in the contract. After the insurance claim settlement, reimbursement shall be made by the Procuring Entity to the contractor.

## 8.7 Receipt of Consignment

### 8.7.1 Preliminary Acknowledgement

At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.

### 8.7.2 Goods Receipt and Inspection Report

If the received consignment successfully passes the quantity and quality checks, procuring Entity shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The contractor may claim payment based on this document inter-alia other specified documents.

### 8.7.3 Rejection of Consignment by the Consignee

If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected

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consignment. The Contractor shall take back the rejected consignment as per GCC-clause 7.2 above within 21 days unless otherwise stipulated in the contract.

#### **8.7.4 Short Receipt Certificate**

If the quantity received is less than claimed/ invoiced, GRIR/Rejection Note shall be issued only for the received quantity. In such cases, a short receipt certificate shall also be issued by the consignee.

#### **8.7.5 Perishable Goods**

For Goods with a limited shelf life, the contractor shall ensure that at least 75% (or any other percentage stipulated in the contract) of shelf life remains a balance on delivery date. The Procuring Entity reserves its rights to reject expired or products with less than such specified shelf life.

### **9. Terms of Delivery and delays**

#### **9.1 Effective Date of Contract**

The effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within 14 days of the date signed by the procuring entity or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

#### **9.2 Time is the Essence of the contract**

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

#### **9.3 Destination Places**

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract or Section VI – Schedule of Requirements.

#### **9.4 Terms of Delivery**

- 1) Terms of delivery (DAP) shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Procuring Entity. These terms also determine the time of delivery.



- 2) the contractor shall either deliver free ~~or F.O.R. or C.I.F.~~ at the place/ places or otherwise as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered or despatched not later than the dates stipulated in the contract. ~~The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract.~~ No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.
- 3) the contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entity to extend the delivery period and obtain the same before despatch. If the contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.

### 9.5 Part Supplies

The Contractor shall not arrange part-shipments and/ or transshipment if not stipulated in the contract without the express/ prior written consent of the Procuring Entity.

### 9.6 Progressing of Deliveries

The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Procuring Entity to ascertain the progress of the deliveries under the contract. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Goods in such form as may be required by the Procuring Entity. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Procuring Entity under the contract, nor shall operate as an estoppel against the Procuring Entity merely because he has not taken notice of/ or subjected to test any information contained in such report.

### 9.7 Notification of Delivery.

Notification of delivery or despatch regarding every instalment shall be made to the consignee and to the Procuring Entity immediately on despatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of every instalment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the Goods on arrival at destination. The Railway Receipt/ Consignment Note or Bill of Lading shall be forwarded to the consignee by registered post/ Courier/ by hand immediately on the despatch of Goods. The Contractor shall bear and reimburse the Procuring Entity demurrage/ wharfage or other charges, if any, paid because

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of delay on the contractor's part in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

### **9.8 Dispatches at the last moment or after the expiry of the delivery**

- 1) If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of the Procuring Entity under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/period from the Procuring Entity.
- 2) As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.
- 3) In the case of imports, the contractor must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied. If dispatched, it shall be at the risk and responsibility of the contractor and procuring entity shall not take any responsibility for such consignments.

### **9.9 Delay in the contractor's performance**

If the contractor fails to deliver the Goods or any instalment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:

- 1) recover from the contractor liquidated damages as per clause 9.12 below, or
- 2) treat the delay as a breach of contract as per clause 12.1 below and avail all the remedies therein.

### **9.10 Inordinate Delays**



Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

**9.11 Extension of Delivery Period:**

- 1) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
- 2) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
  - (a) **Liquidated Damages:** The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
  - (b) **Denial Clause:**
    - (i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
    - (ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
    - (iii) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other

variation clause which takes place after the expiry of the original delivery date.

### 9.12 Liquidated damages

- 1) Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½% percent (or any other percentage if prescribed in the contract) of the delivered price at site (including elements of GST & freight) of the /delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.
- 2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned under GCC-clause 5.5 above, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

### 9.13 Force Majeure

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed



by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

- 2) Notwithstanding the remedial provisions contained in GCC-clause 9.12 or 12.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

## 10. Prices and Payments

### 10.1 Prices

#### 10.1.1 Charged Prices

Prices to be charged by the contractor for the supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.

#### 10.1.2 Controlled Prices

- 1) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
- 2) **Penalties for overcharging:** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:
  - (a) annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available thereunder, or
  - (b) without annulling the award, take action as per GCC-clause 10.4 to recover the overcharged amount, or
  - (c) treat it as a breach of contract as per GCC-Clause 12.1 and avail any or all remedies thereunder.

#### 10.1.3 Price Components and Incidental Works/ Services

Unless otherwise stated in the contract, The Procuring Entity shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also

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amount to incomplete delivery. Spares would not be paid for unless the primary Goods are received.

#### 10.1.4 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If a Price Variation Clause, an Exchange Rate Variation Clause, or any other variation clause is included, such up and down variations shall also be payable as per clause 10.3.3 below.

#### 10.1.5 ~~Price Variation and Exchange Variation Clause~~

- ~~(a) In case the contract provides for a Price Variation Clause or Exchange Rate variation clause or variation on any other account, the price shall be subject to adjustment as per such clauses, only during the original Delivery Period, subject to the following:~~
- ~~(b) Any increase due to such variations during the extended delivery period, beyond the original delivery period, shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction during this period under the GCC clause 9.11-2)b) (Denial Clause).~~
- ~~(c) Taxes and duties, if any, chargeable and payable on the Goods shall be charged on the nett price after variations.~~
- ~~(d) While claiming payments where such variations are applicable, the contractor must submit its calculations for each invoice, even if the payment on account of these variations is nil. Prices reduction due to such variations must be passed on to the Procuring Entity.~~
- ~~(e) **No Other Claim due to Variations:** With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.~~

#### 1) ~~Price Variation Clause~~

- ~~(a) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein. The amount payable on account of Price variation shall be settled every quarter.~~
- ~~(b) **Base Month and Quarter:** Unless otherwise stipulated in the contract, the Base Month for 'Price Variation Clause' shall be taken as the month before the month of the last date of bid submission, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall end on the Base Month. Unless The Contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the varied price shall be the month before the month in which delivery~~



~~has been made. The Quarter of reckoning for applicability of PVC shall end on the Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.~~

- (c) ~~**Applicability:** If Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery Of price variation.~~

## ~~2) Exchange Rate Variation Clause~~

- (a) ~~The contract shall indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the bidder has already indicated the schedule within which the bidder shall import material.~~
- (b) ~~Unless otherwise stipulated in the contract, documents for claiming ERV shall be:~~
- ~~(i) A bill of ERV claim enclosing working sheet.~~
  - ~~(ii) Banker's Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.~~
  - ~~(iii) Copies of import order/agreement placed by the contractor on its Suppliers.~~
  - ~~(iv) Invoice of Contractor's Suppliers for the relevant import order~~

### 10.1.6 Fall Clause

This clause shall be applicable only if explicitly invoked in SCC. Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract (Refer SCC-clause 6.8):

- 1) The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.
- 2) The above stipulation shall, however, not apply to:
  - (a) Exports by the contractor
  - (b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement

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(c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates

3) the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.

\* We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-”

#### 10.2 Taxes and Duties

- 1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract.
- 2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) **Payment of GST Tax under the contract:**
  - (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.
  - (b) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the ‘Custom Assessable Value’ plus the ‘Basic Customs duty applicable thereon’.



- (c) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.
- (d) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
- (e) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- (f) In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the nett invoice value after the variation is taken into account.
- (g) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
  - (i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
  - (ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
  - (iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
  - (iv) In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
  - (v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
  - (vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.

**4) Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.

**5) Duties/ Taxes on Raw Materials**

The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

**6) Customs Duty**

~~Bidder shall specify the rate and the total amount of customs duty payable regarding imported goods. Bidder shall also indicate the corresponding Indian Tariff Classification (ITC-HS) applicable for the Goods in question.~~

**10.3 Terms and Mode of Payment**

**10.3.1 For Domestic Goods:**

- 1) The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the SCC, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFT only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.
- 2) Unless otherwise stipulated in the contract, the usual payment term is:
  - (a) In case of CIF destination/ delivery at site/ FOR destination, payment term shall- 100% on receipt and acceptance of Goods by the consignee and on the production of all required documents by the contractor.
  - (b) In case of FOR dispatching Station, the %age of payment as stipulated in the contract shall be paid on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee.



- 3) Unless otherwise stipulated in the contract, where Goods to be supplied are pre-inspected at Contractor's premises by the Procuring Entity's Inspecting agency, the payment terms shall be as under for claims amounting to more than Rs. 5,00,000/-:
- (a) 95% payments for each consignment of the Goods shall be made to the contractor against proof of inspection and proof of delivery in good condition at the consignee's end. Signed Receipted Challan from consignee shall be taken as the proof of delivery but shall not construe final acceptance by the consignee.
  - (b) The balance 5% payment shall be made after receiving and accepting the material by the consignee at his end against GRIR.
- 4) Unless otherwise stipulated in the contract, where Goods to be supplied also need installation and commissioning by the contractor, the payment terms shall be as under for claims amounting to more than Rs. 5,00,000/-:
- (a) For a contract with terms of delivery as FOR dispatching station
    - (i) 60% on proof of despatch along with other specified documents
    - (ii) 30% on receipt of the Goods at the site by the consignee and balance
    - (iii) 10% on successful installation and commissioning and acceptance by the user department.
  - (b) For a contract with terms of delivery as CIF destination/ Delivery at site/ FOR destination
    - (i) 90% on receipt and acceptance of goods by the consignee at destination and on the production of all required documents by the contractor
    - (ii) 10% on successful installation and commissioning and acceptance by the consignee.

**10.3.2 ~~For Imported Good:~~**

- 1) ~~Unless otherwise stipulated in the contract, payments are made through an irrevocable Letter of Credit (LC).~~
- (a) ~~In cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the contractor, 95% of the contract price shall be paid against documents stipulated in the contract. The remaining 5 percent on receipt of the Goods as per the terms of the contract in good condition by the Consignee, and on producing the certificate of such receipt endorsed on one copy of the Inspection Note by the Consignee, or at the contractor's option, the full value of the Goods shall be paid after inspection, on receipt of the consignment as per the terms of the contract in good condition by the Consignee and on producing a certificate of such receipt endorsed on one copy of the Inspection Note.~~

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- (b) ~~In cases where Installation, Erection and Commissioning are the responsibility of the contractor — the percentage stipulated in the contract of the net FOB/ FAS price shall be paid against documents stipulated in the contract and balance within 21– 30 days of successful installation and commissioning at the consignee’s premises and acceptance by the consignee.~~
- (c) ~~Payment of Agency Commission against FOB/ FAS Contract — Entire 100% agency commission shall be paid in Indian Rupees after the expiry of 90 days after the discharge of all obligations under the contract and after all other payments have been made to the contractor in terms of the contract. The source's tax deductions apply to the agency commission paid to the Indian agent as per the prevailing rules.~~

### 10.3.3 General Payment condition for payment

- 1) In Domestic Contracts, payments shall only be made in Indian Rupees. ~~In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.~~
- 2) the contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- 3) While claiming payment, the contractor 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 contractor for claiming that payment has been fulfilled as required under the contract.
- 4) Unless otherwise specified documents which the contractor is to furnish while claiming payment are:
  - (a) Original Invoice (GST Compliant format)
  - (b) Certificate of pre-despatch inspection by the Procuring Entity’s representative/ nominee, if applicable
  - (c) Manufacturer’s test certificate, if applicable
  - (d) Performance/ Warrantee Bond, if applicable
  - (e) Certificate of Insurance, if applicable
  - (f) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, in case of payment against dispatch documents, if so provided



- (g) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
- (h) Any other document specified.

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

- (a) The contractor must provide proof that he has given sufficient prior notice in this regard to the Procuring Entity and the concerned Consignee(s), but there has been no response.
- (b) the contractor shall undertake to make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of Goods.
- (c) Delay in supplies, if any, has been regularized.
- (d) The Contract price, where it is subject to variation, has been finalized.
- (e) the contractor furnishes the following undertakings:

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

#### 10.3.4 Advance/ mobilization Payment not allowed:

Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made and only after such incidental works/ services have also been rendered. If expressly provided for in the contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.

Twenty-Five percent (25%) of the total contract value will be paid as advance payment against an equivalent amount of 110% Advance Bank Guarantee after issuance of supply order to support the bidder in design and manufacturing of high end engineering goods in India.

#### 10.4 Withholding and lien in respect of sums claimed:

- 1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it

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shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from-

- (a) any security or retention money, if any, deposited by the contractor.
  - (b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.
- 2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
  - 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under clause GCC 11 and/ or 12. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.
  - 4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Procuring Entity or Government.

#### 10.5 Payment Against Time-Barred Claims

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

#### 10.6 Commissions and Fees

The Contractor shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and



currency, and the purpose of the commission or fee in a format similar to Form 1.4 of the Tender Document.

## **11. Resolution of disputes**

### **11.1 Disputes and Excepted Matters**

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration

### **11.2 Excepted Matters**

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions

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- 3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
  - (a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
  - (b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard
  - (c) Purchase preference policies regarding MSEs and Start-ups

### 11.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

### 11.4 Conciliation of disputes

- 1) Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.



- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.
- 3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
  - (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
  - (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
  - (c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
- 6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

## 11.5 Arbitration Agreement

### 11.5.1 This Agreement

- 1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small

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Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

### 11.5.2 Notice for Arbitration

- 1) **Authority to Appoint Arbitrator(s):** For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the Procuring Organisation named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 2) In the event of any dispute as per GCC-clause 11.1 above, if the Adjudicator fails to decide within 60 days (as referred in 11.3 above), or the Conciliation is terminated (as referred in sub-clause 11.4 above) then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute' (clause 11.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.
- 3) The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

### 11.5.3 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

### 11.5.4 Appointment of Arbitrator

- 1) **Qualification of Arbitrators:**
  - (a) In the case of retired officers of The Procuring organisation, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.
  - (b) He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award



made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

- (c) An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.
- (d) Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

## 2) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

## 3) Appointment of Arbitrator:

- (a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- (b) The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- (c) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organisation. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.

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- (d) The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- (e) If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the contractor.

#### **11.5.5 Failure to appoint Arbitrators.**

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

#### **11.5.6 The Arbitral Procedure**

- 1) Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 2) Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 3)** If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.



- 4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 5) On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- 7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
- 10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:
  - (a) The dispute is to be decided based on written pleadings only.
  - (b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
  - (c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.

(d) The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

- 11) **Powers of Arbitral Tribunal to grant Interim Relief:** The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
- 12) **Confidentiality:** As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.
- 13) **Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

#### 11.5.7 The Arbitral Award

- 1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- 3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- 4) The award of the arbitrator shall be final and binding on the parties to this contract.
- 5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.



- 6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

#### **11.5.8 Savings**

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

#### **11.5.9 Cost of Arbitration and fees of the Arbitrator(s)**

- 1) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.
- 2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- 3) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

### **12. Defaults, Breaches, Termination, and closure of Contract**

#### **12.1 Termination due to Breach, Default, and Insolvency**

##### **12.1.1 Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 2) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the

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administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- 3) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

#### 12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

#### 12.1.3 Terminations for Default

- 1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/or shall accrue to the Procuring Entity after that.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All warranty obligations, if any, shall continue to survive despite the termination.

#### 12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.



- 2) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- 3) Recover liquidated damages and invoke denial clause for delays.
- 4) Encash and/ or Forfeit performance or other contractual securities.
- 5) Prefer claims against insurances, if any.
- 6) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 7) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- 8) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

#### **12.1.5 Limitation of Liability**

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

#### **12.2 Termination for Default/ Convenience of Procuring Entity and Frustration**

##### **12.2.1 Notice for Determination of Contract**

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- 1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All warranty obligations, if any, shall continue to survive despite the termination.
- 5) The Goods and incidental Works/ Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Goods and incidental Works/ Services, the Procuring Entity 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 incidental Works/ Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

#### 12.2.2 Frustration of Contract

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the



Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

- 2) However, the following shall not be considered as such a supervening cause.
  - (a) Lack of commercial feasibility or viability or profitability or availability of funds
  - (b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

### 12.3 Closure of Contract

#### 12.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

#### 12.3.2 Closure of Contract

The contract shall stand closed upon

- 1) successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.
- 2) termination and settlements after that, if any, as per GCC-clause 12.1 or 12.2 above.

## 13. Code of Integrity in Public Procurement; Misdemeanours and Penalties

### 13.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;

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

### 13.2 Obligations for Proactive Disclosures:

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



- 2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

### 13.3 Misdemeanours and Penalties

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) commits any of the following misdemeanours:
  - (a) violates the code of Integrity mentioned in GCC-clause 13.1 or GCC-Clause 10.1.6 (Fall clause) or the Integrity Pact if included in the Tender/ Contract;
  - (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- 2) commits any of the following misdemeanours:
  - (a) has been convicted of an offence:
    - (i) under the Prevention of Corruption Act, 1988; or
    - (ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
  - (b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
  - (c) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

### 12.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

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**12.4.1 if his bids are under consideration in any procurement**

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and;
- 3) rejection and exclusion of Bidder from the Tender Process

**12.4.2 if a contract has already been awarded**

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

**12.4.3 Remedies in addition to the above:**

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- 1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:



12.4.3.1.1 A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

12.4.3.1.2 Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 13.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

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## Section V: Special Conditions of Contract (SCC)

Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS.

(Ref ITB-clause 9.2)

{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned, if these need to be changed}

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. 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 No.	Topic	Modified/ replaced by SCC Provisions
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<b>GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications</b>
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GCC 1.1, 1.2, 1.3, 1.4	Definitions and Abbreviations	<del>[Add additional Abbreviations if any]</del> NA
GCC 2.1	Language of Contract	<del>[Add additional Language if any]</del> English
GCC 2.5	Contract Documents	<del>[Add additional documents which would be part of the contract if any]</del> <del>[Add additional laws, codes, rules, regulations that would be attracted in the contract if any]</del> No additional contract document requirement
GCC 3.1	Governing Laws and jurisdiction	<del>[Mention any deviations from the clause]</del> The Contract shall be interpreted in accordance with the laws of Union of India.

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GCC 4.1, 4.3	Communications and notices	<del>[Add additional communication requirements if any]</del> No additional communication requirement
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GCC 4.2	Persons Signing Communications	<del>[Mention any deviations from the clause]</del> As per GCC 4.2
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<b>GCC 5: Contractor’s Obligations and Restrictions on its Rights</b>		
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GCC 5.6	Confidentiality and Secrecy of information	<del>[Mention confidentiality or secrecy requirements, if any. If the official secrets act covers the contract, please prominently mark Contract and correspondence as Secret]</del> As per GCC
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GCC 5.7	Performance Bond/ Security	<del>[Add additional information if any]</del>  10% of the contract Value.  12.4.3.1.2.1.1.1.1 Successful bidder shall submit performance security within thirty (30) days from date of dispatch of supply order/award of contract by the purchaser or within twenty-one (21) days from the receipt of supply order by the supplier whichever is earlier. 12.4.3.1.2.1.1.1.2 The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time. 12.4.3.1.2.1.1.1.3 There is no relaxation/exemption in submitting of performance security.
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		<p>12.4.3.1.2.1.1.1.4 The supplier shall furnish performance security to the purchaser for an amount equal to <b>ten percent (10%)</b> of the total value of the contract excluding CAMC, valid up to sixty (60) days beyond the warranty period.</p> <p>12.4.3.1.2.1.1.1.5 The CAMC service provider shall furnish performance security to the purchaser for an amount equal to <b>Ten percent (10%)</b> of the total value of the AMC Value of a year, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier/service provider. Other details is available at Section IV: General Conditions of Contract (GCC) (Para-5.8, Performance Bond/ Security).</p> <p>12.4.3.1.2.1.1.1.6 <b><u>Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.</u></b></p> <p>12.4.3.1.2.1.1.1.7 <b>Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank doing government business in the prescribed form in favour of the purchaser. <u>In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the</u></b></p>
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		<p><u>Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended</u> in the form of Bank Guarantee.</p> <p>12.4.3.1.2.1.1.1.8 The purchaser will release the Performance Security without any interest to the supplier/ service provider on completion of the supplier’s all contractual obligations including the warranty obligations &amp; after receipt of performance security for CAMC (if applicable). The supplier shall submit pre receipt for obtaining back their security.</p>
GCC 5.9	Book Examination Clause	<p><del>[Specifically mention if applicable; otherwise, this clause would not apply to this procurement.]</del></p> <p>NA</p>
GCC 5.10	Custody and Return of the Procuring Entity’s Materials/ Equipment/ Documents loaned to Contractor	<p><del>[Mention if any asset is agreed to be loaned and conditions for such loan — Bank Guarantee, insurance etc.]</del></p> <p>NA</p>
GCC 5.11	Compliance with Labour Codes	<p><del>[Specifically mention if applicable; otherwise, this clause would not apply to this procurement. Provide supplementary information for clause 5.11, if needed.]</del></p> <p>]</p> <p>Yes</p>

**GCC 6: Scope of Supply and Technical Specifications**



GCC 6.1, 6.6	Incidental Works/ Services, Spares	<del>[Mention incidental Works/ Services required if any]</del> None
GCC 6.3	Quantity Tolerance	<del>[Mention any change in tolerance% if any]</del> ] Nil
GCC 6.4	Country of Origin and Minimum Local Content	<del>[Mention additional restrictions if any]</del> As per MII Policy
GCC 6.5	Option Quantity Clause	<del>[Specifically mention if applicable; otherwise, this clause would not apply to this procurement. Mention any change in option % if any]</del>  <del>The buyer may increase or decrease the quantity by +/- 12% at the same rate and terms &amp; conditions of procurement as per manual for procurement of goods.</del>
GCC 6.6	Spares in Supply of Equipment	<del>[Customise here if this is a Contract for the supply of Capital Goods/ Machinery &amp; Plant. Also, see the clause below]</del>  Nil
GCC 6.7	Warranty/ Guarantee	<del>[Mention if it is applicable or any change in periods, if any. Usually, this clause should be enabled only in case of procurement of Capital Goods/ Machinery and Plant and not for other Goods]</del>  The warranty shall be <b><u>Onsite warranty for five years after successful commissioning of systems.</u></b> All Stores/Software/Systems to be supplied should be free from all defects and faults in material workmanship and manufacture. They should be of the highest grade and consistent with the established and generally accepted standards for material of the type used and in full conformity with the specifications,

		<p>drawings, or samples and shall, if operable, operate properly. <b><u>The Seller shall be bound to furnish a clear written warranty regarding the same.</u></b> The Seller will be required to replace them free of cost inclusive of all freight and handling charges. The supplier shall provide warranty certificate from the OEM for the goods along with date of manufacturing of stores/products. 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. Transportation cost and Octroi etc. for sending defective parts for repairs and sending back repaired or replaced one to IMD site(s), shall be borne by supplier itself.</p>
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**GCC 7 and 8: Inspection, Quality Assurance, Packing, Transportation, Insurance and Receipt**

GCC 7.1	Tests and Inspections	<p><del>[Mention any unique pre production samples or type testing is required in a private testing house, if any. Mention who shall bear the cost]</del></p> <p>The bidder shall submit detailed testing plans for site Acceptance Test (SAT) after installation at site for system acceptance. The test plan shall require concurrence of IMD.</p> <p>During the SAT, cost of travel, per diem charges and charges for boarding/lodging etc. for IMD personnel will be borne by</p>
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		<p>IMD, Government of India.</p> <p>The objective of the tests shall be the verification of performance of the system as per the specifications and functional requirements as per TENDER DOCUMENT.</p> <p>Any defects / deviations noticed during the site acceptance tests shall be rectified within a maximum period of one month from the completion of the tests. After such rectification, the tests shall be repeated to verify the rectification.</p> <p>Within 30 days of installation of each system, the successful contractor should complete the Site acceptance Test (SAT) of the and its peripherals as a whole system.</p>
GCC 8.	Packing, Transportation and Receipt	<p><del>[Add additional information if any, especially see 8.7.5 for perishable Goods]</del></p> <p>As per GCC</p>
GCC 8.4.4	Distribution of Despatch Documents	<p><del>[Add additional documents if any]</del></p> <p>As per GCC</p>

**GCC 9: Terms of Delivery and Delays**

GCC 9.5	Part shipment allowed	<p><del>[Mention if part shipments or instalments are allowed]</del></p> <p>As per GCC</p>
GCC 9.12	Liquidated Damages	<p><del>[Mention any change in LD % if any]</del></p> <p><b>LIQUIDATED DAMAGES CLAUSE (LD) FOR DELAYED STORES &amp; SERVICES:</b></p> <p><b>a)</b> Penalty Clause/Liquidated Damage will be calculated as per site.</p> <p><b>b)</b> A sum equivalent to the 0.5% (half percent) (or any other percentage if</p>



		<p>prescribed in the contract) of the contract value (including elements of GST &amp; freight) of delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s).</p> <p>c) If supplier is unable to install &amp; commission the system within 90 days of the delivery at site, then also LD charges of 0.5% of value delayed goods per week is levied, subject to maximum of 10% of the total contract value. The LD charges (if any) will be deducted and final remaining 75% of the amount will be paid after successful SAT and commissioning of the System.</p> <p><b>Liquidated Damage (LD) during warranty &amp; CAMC:</b> System down time including failure of any sensor shall not exceed:</p> <p>a) 4 hours of continuous failure or</p> <p>b) Cumulative of 24 hrs in Three Months.</p> <p>c) In case of (a) Penalty a) = Rs. CAMC cost quoted for that year per hour X (no of hours of failure-4)</p> <p>d) In case of (b) Penalty b) = Rs. CAMC cost quoted for that year per hour* (No. of hours failure in three months-24).</p> <p>e) Penalty of maximum of {c, d} will be deducted from three months CAMC</p>
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		<p>charges.</p> <p><b>f)</b> Proportionate CAMC amount will be paid only upon the firm conducting satisfactory preventive maintenance and submitting duly signed report. Payments shall be made after deducting penalty (if any).</p> <p><b>g)</b> If IMD is not satisfied with the performance of the System, CAMC may be terminated anytime by IMD only. Same is not applicable to the Firm.</p> <p><b>h)</b> If system is shut for more than the period, the CAMC period will be increased by that period and also penalty as per above will be deducted.</p>
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**GCC 10: Prices and Payments**

GCC 10.1.5	Price Variations	<p><del>[Mention any price adjustment if any]</del></p> <p>Nil</p>
GCC 10.1.6	Fall Clause	<p><del>[Specifically mention if applicable; otherwise, this clause would not apply to this procurement. If it is Rate Contract (Ref GCC clause 6.8, ITB clause 13.1.3), then Fall clause is mandatory.]</del></p> <p>As per GCC</p>
GCC 10.2	Taxes and Duties	<p><del>[Mention any instruction regarding Taxes and Duties, if any]</del></p> <p>As per GCC</p>
GCC 10.3.1, 10.3.2	Terms and Mode of payments	<p><del>[Mention any further information if any]</del></p> <p><b>Payment Terms:</b> Payment, as per term mentioned below, shall be made subject to</p>



		<p>recoveries, if any, by way of liquidated damages /penalty clause /TDS or any other charges as per terms &amp; conditions of contract if not specified elsewhere in the document.</p> <ul style="list-style-type: none"> <li>a) Payment shall be made as per site.</li> <li>b) Twenty five percent (25%) of total contract value will be paid as advance payment against 110% Advance Bank Guarantee to be submitted by the firm after issuance of supply order to support the bidder in design and manufacturing of high-end engineering goods.</li> <li><del>c) Forty five percent (45%) of total contract value will be paid after receipt of goods at site after adjustment of advance payment.</del></li> <li>d) Seventy five percent (75%) payment toward stores will be made after after receipt of goods, successful installation, functional test, completion of training, commissioning and acceptance of systems at site.</li> <li>e) The Payment of CAMC: IMD will enter into CAMC agreement along with the SLA with Successful bidder at the rates as stipulated in the contract, after warranty period. The payment of CAMC will be made after satisfactory completion on quarterly basis as per TENDER DOCUMENT terms and duly certified by IMD. Successful bidder</li> </ul>
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		<p>shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to IMD. The bill towards payment of CAMC charges shall be raised quarterly. Payment shall be released on quarterly basis after deducting penalty amount, if applicable and TDS etc. on the submission of certificate of satisfactory services during the period by IMD based on reports from station.</p> <p><b>f)</b> The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.</p> <p><b>g)</b> Bills/invoices must be submitted separately for stores and services.</p> <p><b>h)</b> Three copies of supplier' s number, goods description, total amount, invoice showing contract quantity, unit price.</p> <p><b>i)</b> Consignee Receipt Certificate in original issued by the authorized representative of IMD.</p> <p><b>j)</b> Copies of delivery Challan identifying contents of each package.</p> <p><b>k)</b> Inspection certificate by the nominated Inspection agency , if any. Insurance Certificate.</p> <p><b>l)</b> Final Acceptance Report from consignee.</p> <p><b>m)</b> The bidder shall submit particulars of his bank account required for making</p>
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		<p>payments.</p> <ul style="list-style-type: none"> <li>i. Account Number</li> <li>ii. Bank Name</li> <li>iii. Branch Name</li> <li>iv. Address</li> <li>v. IFSC code</li> <li>vi. MICR No.</li> <li>vii. Mobile No.</li> <li>viii. SWIFT code etc.</li> </ul>
GCC 10.3.3	Payment Conditions	<p><del>[Mention any further stipulations if any]</del></p> <p>Twenty five percent (25%) of total contract value will be paid as advance payment against 110% Advance Bank Guarantee to be submitted by the firm after issuance of supply order.</p> <p>Seventy five percent (75%) of total contract value will be paid after receipt of goods at site ,successful installation, functional test, completion of training, commissioning and acceptance of system at site.</p> <p><b>Payment towards Supply, installation, and commissioning of the systems:</b></p> <p>Payment, as per term mentioned below, shall be made subject to recoveries , if any, by way of Liquidated damages /penalty clause /TDS or any other charges as per terms &amp; conditions of contract if not specified elsewhere in the document.</p> <p>Following documents shall be submitted by the successful contractor :</p>



		<p>a) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.</p> <p>b) Consignee Receipt Certificate in original issued by the authorized representative of IMD.</p> <p>c) Copies of delivery Challan identifying contents of each package.</p> <p>d) Inspection certificate by the nominated Inspection agency , If any. Insurance Certificate .</p> <p>e) Final Acceptance Report from consignee.</p> <p>The Payment of CAMC: The bill towards payment of CAMC charges shall be raised quarterly. Payment shall be released on quarterly basis after deducting penalty amount, if applicable and TDS etc. on the submission of certificate of satisfactory services during the period by IMD based on reports from station. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees. Bills/invoices must be submitted separately for stores and services. The bidder shall submit particulars of his bank account required for making payments.</p>
GCC 10.3.4	Advance Payment	<p><del>[Mention specifically if applicable]</del></p> <p>Twenty (25%) of total contract value will be paid as advance payment against 110% Advance Bank Guarantee to be submitted</p>



		by the firm after issuance of supply order.
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**GCC 11, 12: Resolution of Disputes, Code of Integrity, Misdemeanours and Penalties**

GCC 11.2	Excepted Matters	<del>[Mention any change in excepted matters if any]</del> Nil
GCC 11.5	Arbitration Agreement	<del>[Mention any change in Arbitration parameters if any]</del> As per Tender Document
GCC 12.1.4-5)	Risk and Cost Purchase	<del>[Mention specifically if not applicable]</del> As per Tender Document



Tender Document - Tend No./ xxxx

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## Section VI: Schedule of Requirements

(Ref ITB-clause 1.4)

Note for Bidders: Regarding this Schedule, Bidders must fill Form 2: 'Schedule of Requirements - Confirmation/ Deviation' with their Technical bid.

{Note for Procuring Entity: Add additional details notes regarding requirements, if not covered elsewhere in Tender Documents}

Procurement of Hardware for IMD DSS.									
Tend No./ xxxx									
Schedule	Item Sr	<sup>4</sup> GST %	Minimum Local Content (%)	Description of Goods	Quantity	Units of Quantity	Delivery offered	Destination, State	Bidder's GSTIN
1	2	4	5	6	7	8	9	10	11
Schedule-1	1.1			At least 8 or higher number of compute Servers Platform for total 2000 Cores or more		8			
	1.2			External Storage Platform – 1 (Minimum 250 TB NVMe usable		1			

<sup>4</sup> Mention total % and breakup into CGST, SGST, IGST, Cess etc.



Procurement of Hardware for IMD DSS.

Tend No./ xxxx

Schedule	Item Sr	<sup>4</sup> GST %	Minimum Local Content (%)	Description of Goods	Quantity	Units of Quantity	Delivery offered	Destination, State	Bidder's GSTIN
				capacity)					
	1.3			External Storage Platform – 2 (Minimum 2000 TB NL-SAS/SAS Usable Capacity)		1		Delhi	
	1.4			Disk Archive Application and Archive System 2PB RAW Capacity		1			
	1.5			Network Switches 24 port 25Gbps		4			
	1.6			Network Switches 24 port 1Gbps		2			
	1.7			Security Appliances or devices		1			
	1.8			Server & Storage Rack (42U)		2			

Procurement of Hardware for IMD DSS.									
Tend No./ xxxx									
Schedule	Item Sr	<sup>4</sup> GST %	Minimum Local Content (%)	Description of Goods	Quantity	Units of Quantity	Delivery offered	Destination, State	Bidder's GSTIN
	1.9			Hypervisor for the proposed number of cores with 5-years support & subscription.		1			
	1.10			RedHat Enterprise RHEL V9.4 or latest with 5-year support subscription		5			
	1.11			50 KVA UPS (3P-3P)		2			
	1.12			KVM Switch with monitor, keyboard, Mouse and accessories		1			
	1.13			Accessories		1			
	1.14			Installation & Customization as per DSS ISSD, IMD User Unit		1			



Procurement of Hardware for IMD DSS.									
Tend No./ xxxx									

Schedule	Item Sr	<sup>4</sup> GST %	Minimum Local Content (%)	Description of Goods	Quantity	Units of Quantity	Delivery offered	Destination, State	Bidder's GSTIN
	1.15			Training		1			

**(1) Background of Goods offered:**

The India Meteorological Department (IMD) leverages a robust Decision Support System (DSS) to enhance its forecasting and warning services. This DSS is a web-based Geographic Information System (GIS) platform that allows forecasters and stakeholders to access critical

meteorological data and decision-making tools from anywhere. By integrating real-time observations, model guidance, and forecasting tools, the DSS plays a pivotal role in improving the accuracy and timeliness of weather predictions and warnings. To ensure seamless accessibility and performance of this web-based system, IMD requires state-of-the-art hardware infrastructure. This includes high-performance compute clusters, unified storage solutions, advanced networking capabilities, and reliable power systems. These components are essential for processing vast amounts of meteorological data in near real-time and providing uninterrupted services to users worldwide. The modernized infrastructure supports the DSS's ability to meet the growing demands of stakeholders. IMD is planning to establish a data center with a 7+1 Node compute cluster (2048Cores) featuring open-source virtualization, NVMe unified storage for the cluster, high-performance systems, RedHat Unlimited Guest OS licenses for the entire cluster, Near Line SAS unified storage, disk-based cold archival, active-active next-generation firewalls (UTM), 25Gbps networking, server racks, online UPS, KVM with keyboard and monitor, and accessories as per project requirements. The complete installation and commissioning of the project aim to make the cluster a fully functional solution. The supplier should have full responsibility to execute the project on a TURN-KEY BASIS by taking up the supply, installation, integration and commissioning of all equipment and Comprehensive warranty for **five years** and comprehensive annual maintenance contract for **five years** as per warranty and maintenance clauses.

(2) Required Transportation:

Transportation by Road, Rail, Sea or Air and IMD is not responsible for transportation. The supplier shall undertake the complete installation, and integration work on a turnkey basis.

(3) Required Delivery Schedule:

**The supplier is to complete supply, installation, & commissioning of Hardware for DSS Within 90 Days of PO acceptance.**

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(4) Required Terms of Delivery:

All the Goods/Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation and / or commissioning (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract for DAP destination. Suppliers should not deliver the goods without any valid delivery period. Purchaser shall not be held responsible for anything (payment and loss of stores etc.) if stores supplied without any valid delivery period as purchaser reserve the right to reject the delivery and terminate the supply order. All the items are required to be delivered directly at respective site. Dispatch of stores will be on DAP basis.

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 be against the purchaser. The supplier shall inform to the purchaser (CPU) directly in writing about these delays on part of IMD

(5) Scope of Supply:

The following shall be broadly considered while implementing the complete project on turnkey basis for supply, installation, testing and commissioning at each of the sites:

- A list of the goods, their quantities, and when they will be delivered.
- Vendor shall do one visit every 3 months per site and additional visits on the call.
- The complaint should be attended within 4 hrs and resolved within 24 hours
- Service provider shall provide a single contact point with dedicated help desk for all break down calls reported under contract. The service provider must confirm complaint / docket no. to user and maintain log book.

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- Service provider should provide service support on 24x7x365 (including all holidays). The Service Provider will employ a sufficient number of service engineers at site to give prompt service and honour the call response time commitment required under this contract. Both the support will be at no extra cost to IMD.
- Service Provider is required to stock adequate spares on site based on system specification, to serve as readily usable spares for faulty parts. List of spares to be maintained by Service Provider and Order placement can be based on past experiences. Any increase in down time due to non-availability of spares shall be the sole responsibility of the Service Provider. Service calls requiring Spares replacement from buffer stock will be resolved immediately. The equipment parts replaced if required shall be new and equivalent in performance of existing parts.
- All arrangements required for the transportation of equipment and lodging/boarding of maintenance personnel would be responsibility of service provider. Service provider shall coordinate IMD for road permit/waybill for the movement of material to and from site.
- Proportionate CAMC amount will be paid only upon the firm conducting satisfactory preventive maintenance and submitting duly signed report. Payments shall be made after deducting penalty (if any).
- If IMD is not satisfied with the performance of the System, CAMC may be terminated anytime by IMD only. Same is not applicable to the Firm.
- If the system is shut for more than the period, the penalty as per above will be deducted.
- The supplier is responsible for insuring the goods for 110% of their value from the warehouse to the consignee site.
- The supplier is responsible for providing operation and maintenance manuals for the goods.
- The supplier is responsible for ensuring that the goods arrive in good condition at the destination.

**Penalty Clause/Liquidated Damage.**



<b>Down Time of Server, Storages, Disk on and UPS Down Time</b>	<b>Penalty</b>
Less than 4 Hour	NIL
4-12 Hour	0.1% of the total work order
12-24 Hour	0.5% of the total work order
More than 24 Hour	In addition to above @ 0.1% per hour of the total work order subject to ceiling of 5% of the total work order

Beyond 5% limit period, the purchaser is free to get issues resolved through outside Bidder and recover the amount thereof from Performance security (or Performance Bank Guarantee). During warranty period, the penalty amount shall be noted down by the user unit and issue copy for deduction amount details to the bidder and accumulated penalties shall be deducted from Performance security such as PBG/FDR at the time of returning it or before ending of warranty period.

(6) Incidental Works/ Services: Incidental works and services should include Transportation, Insurance, Installation, Commissioning, Training, and Guarantee or warranty obligations.

The Supplier will be responsible for the entire setup supply, transportation, installation, site acceptance, Training, commissioning and all hardware and software maintenance support at site during the warranty and CAMC period of the equipment.



## Section VII: Technical Specifications and Quality Assurance

(Ref ITB-clause 1.4)

Note for Bidders: Regarding this Schedule, Bidders shall submit Form 3: 'Technical Specifications And Quality Assurance- Compliance' with their Technical bid.

### Technical Specification and Quality Assurance

Schedule-1:

#### Item 1.1 Compute Server Platform - Quantity- 8

S. No.	Detailed Requirement of the Feature
1	The number of Servers required to enable all Cores as mentioned in S.No (3) of this table, shall be at least 8 servers or higher.
2	The AMD EPYC / Intel Series of OEMs product family with at least 2.4 GHz per 64-bit processor and each processor Cache should be a minimum of 256 MB L3 cache.
3	A total of 2000 Cores minimum in the 8 servers more with a dual-socket platform of hardware.
4	Minimum 16 DIMM or more slots supporting RDIMM /LRDIMM memory kits
5	Total 1500GB RAM DDR5 or latest type across all the servers of dual socket. A total of 12TB RAM should be available to use.
6	Hardware RAID controller of 12 Gb/s PCI Express SATA/SAS/NVMe RAID Controller Card with support of RAID 1,5, and 6.
7	The server should support at least 3 PCIe x16 and 2 PCIe x 8 of Version 4.0. Each server should have an RTX 48GB GDDR6 Graphic card.
8	2 x 900GB RAW Capacity NVMe SSDs with RAID-1 Configuration.



9	Four network cards of 2 x 25G SFP28 ports or dual cards with 4 x 25G SFP28 and at least 2 x 1Gb BASE-T ports in each server with management port.
10	The redundant power supply of 1600 Watts Hot Plug or better power supply, at least 80 plus Platinum.
11	USB 3.1 Gen1, COM, 1x VGA D-Sub 15-pin port in each server.
12	The proposed server should be 2U Rack mounted.
13	UEFI Secure Boot and Secure Start support. Secure Recovery – recover critical firmware to a known good state on detection of compromised firmware. Ability to roll back the firmware.
14	Should maintain a repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory-tested secured firmware
15	1. System remote management should support a browser-based graphical remote console along with a Virtual Power button. It should be able to upgrade software and patches from a remote client using Media/image/folder. 2. Server should have dedicated 1Gbps remote management ports. 3. Server should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized into install sets and can be used to roll back/patch faulty firmware. 3. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur. 4. Server should have a security dashboard: displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features. 5. Server System Monitoring features include temperature of CPU, memory & system environment.
16	The system should have the feature of visual indicators (LED/LCD) for System Health, Network and Power in Front.
17	5 Year onsite warranty should be provided by the OEM.
18	The System should be supplied with Redundant Fans and Power Supplies.

19	All Required Connectors and cables are to be proposed with the Server to make it functional.
20	The proposed servers should be BIS Certified, and the certificate should be submitted.

**Item 1.2 Type –I NVMe Storage (250 TB NVMe usable Capacity) Quantity-1**

S. No.	Detailed Requirement of the Feature
1	The storage solution must feature a robust and fault-tolerant architecture with Unified dual Active-Active redundant controllers (without adding additional NAS header), ensuring high availability and consistent performance.
2	The solution must be equipped with U.3 NVMe SSDs or the latest technology drives, providing a total usable capacity of 250 TB, calculated after configuring RAID 6 and allocating a hot spare.
3	The storage system must deliver a minimum write throughput of 10 GBPS, ensuring efficient data handling in high-performance environments.
4	The storage must implement RAID 6 for fault tolerance, with a configuration that limits each RAID group or logical disk to a maximum of 12 disks.
5	Automatic failover using a hot spare disk to protect against data loss during hardware failure.
6	The system must support both scaling up (adding capacity) and scaling out (adding performance) to meet evolving business needs.

7	The storage must provide a single namespace, enabling seamless management of expanded resources
8	The storage system must support the following protocols from day one:
i	File-level: CIFS/SMB, NFS, AFP, SFTP
ii	Block-level: FC, iSCSI
iii	RESTful API for modern integrations and automation.
9	Each controller must be equipped with 512GB DDR5 RAM, ensuring high-speed data processing and caching.
10	Front-End Ports: 8 x 25Gbps per controller for client and server connectivity.
11	Back-End Ports: 2 x 12G SAS ports for interconnectivity with additional drives or enclosures.
12	The following features should be supported in the proposed storage
i	Auto Tiering for managing hybrid disk environments efficiently.
ii	Thin Provisioning for optimized resource allocation.
iii	Snapshots for point-in-time data protection.



iv	Access Control Lists (ACLs) for fine-grained security.
v	Local and Remote Replication for data redundancy.
vi	High Availability (HA) Services to ensure minimal downtime.
vii	SSD Cache for performance acceleration.
viii	User and Group Account Management: Streamline access control for users and groups.
ix	Folder Management: Configure folder-level access control and quotas.
x	Folder Encryption: AES-based encryption for data security.
xi	Integration with Microsoft Active Directory (AD) and Linux LDAP for centralized user authentication.
xii	Storage Resource Management (SRM): Analyze historical resource usage and trends.
xiii	Multi-Factor Authentication (MFA): Enhanced security for login mechanisms.
xiv	File-Level QoS: Control network traffic to prioritize critical workloads.
xv	SMI-S Interface: Standardized interface for managing hypervisor applications.



13	The storage system must support SNMP Traps and Email Notifications for real-time alerting of system events and potential issues.
14	All hardware modules, including controllers, disks, and power supplies, must be hot-swappable for seamless maintenance.
15	Support for link aggregation to improve reliability and bandwidth.
16	Cache Safe Technology to ensure data is safely written to storage during power outages.
17	Provide cross-references, performance reports, and safety reports to validate the solution's reliability and compliance with standards.
18	Type – I <b>NVMe</b> Shared storage should follow the open drive policy and the compatibility matrix of drives should be submitted along with the bid documents.

Item 1.3 Type – II Shared storage (2000 TB NL-SAS/SAS Usable Capacity) Quantity-1

S.No.	Detailed Requirement of the Feature
1	The storage solution must feature a robust and fault-tolerant architecture with Unified dual Active-Active redundant controllers (without adding additional NAS header), ensuring high availability and consistent performance.
2	The solution must be equipped with Near Line SAS HDD or the latest technology drives, providing a total usable capacity of 2000 TB, calculated after configuring RAID 6 and allocating a hot spare.



3	The storage system must deliver a minimum write throughput of 2 GBPS, ensuring efficient data handling in high-performance environments.
4	The storage must implement RAID 6 for fault tolerance, with a configuration that limits each RAID group or logical disk to a maximum of 16 disks.
5	Automatic failover using a hot spare disk to protect against data loss during hardware failure.
6	The system must support both scaling up (adding capacity) and scaling out (adding performance) to meet evolving business needs.
7	The storage must provide a single namespace, enabling seamless management of expanded resources
8	The storage system must support the following protocols from day one:
i	File-level: CIFS/SMB, NFS, AFP, SFTP
ii	Block-level: FC, iSCSI
iii	RESTful API for modern integrations and automation.
9	Each controller must be equipped with 192GB DDR4 RAM or better, ensuring high-speed data processing and caching.
10	Front-End Ports: 6 x 25Gbps per controller for client and server connectivity.

11	Back-End Ports: 2 x 12G SAS ports for interconnectivity with additional drives or enclosures.
12	The following features should be supported in the proposed storage
i	Auto Tiering for managing hybrid disk environments efficiently.
ii	Thin Provisioning for optimized resource allocation.
iii	Snapshots for point-in-time data protection.
iv	Access Control Lists (ACLs) for fine-grained security.
v	Local and Remote Replication for data redundancy.
vi	High Availability (HA) Services to ensure minimal downtime.
vii	SSD Cache for performance acceleration.
viii	User and Group Account Management: Streamline access control for users and groups.
ix	Folder Management: Configure folder-level access control and quotas.
x	Folder Encryption: AES-based encryption for data security.



xi	Integration with Microsoft Active Directory (AD) and Linux LDAP for centralized user authentication.
xii	Storage Resource Management (SRM): Analyze historical resource usage and trends.
xiii	Multi-Factor Authentication (MFA): Enhanced security for login mechanisms.
xvi	File-Level QoS: Control network traffic to prioritize critical workloads.
xv	SMI-S Interface: Standardized interface for managing hypervisor applications.
13	The storage system must support SNMP Traps and Email Notifications for real-time alerting of system events and potential issues.
14	All hardware modules, including controllers, disks, and power supplies, must be hot-swappable for seamless maintenance.
15	Support for link aggregation to improve reliability and bandwidth.
16	Cache Safe Technology to ensure data is safely written to storage during power outages.
17	Provide cross-references, performance reports, and safety reports to validate the solution's reliability and compliance with standards.



18	Type – II Shared storage should follow the open drive policy and the compatibility matrix of drives should be submitted along with the bid documents.
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Item 1.4 Archive System 2000TB Redundant RAW Capacity with Data Management System  
(Quantity -1)

S.No.	Detailed Requirement of the Feature
1	The Archive shall have an initial storage capacity of 1000 TB redundant RAW capacity and shall be based on regular hard disk media but non-linear access to Archive & Retrieve the Contents. System should be configured with one 1000TB + 1000TB RAW Data replica with HDD redundancy and 2000 TB RAW non redundant replication factor in independent drives. Users should be able to buy the validated hard drives from the market as per the data growth without any Drive Size locking and without any capacity based licensing. There should be a vault storage option to reclassify the storage capacity of Archive storage.
2	The Archive shall be based on a modular architecture and the configuration must be capable of expansion by adding modules as required.
3	The Archive shall be fully redundant with no single point of failure in the storage media. All Power Supplies and Disks must be hot swappable without loss of service.
4	The Archive should follow the open drive policy and the compatibility matrix of drives should be submitted along with the bid documents.
5	The Archive must support mixed disks drive capacities within the same array. System should allow multiple HDD manufacturers in the same array and same chassis and mix & match Drive size, RPM compatibility in the same chassis and array.
6	The Archive shall support individually removable disk drives from all slots for shelf storage, and media transportation. Data shall be written as complete non-segmented files on the disks and replicated for protection against individual disk failure.
7	The security of the Archive shall be based on keeping at least two Replicas of every media file by default with the option to keep a third replica of strategically important content, or a single replica where the storage is deemed to be a backup volume, on a user selectable basis.



8	For disaster recovery purposes it shall be possible to remove any individual disk and recover media files using an external computer without special software licensing procurement.
9	Connectivity shall be based on 1GB Ethernet and Dual port 10GB Ethernet with SFP+ with GBIC slots.
10	Archive Storage should be able to create and manage shelf / Vault workflow as a Copy of Last Resort for all, or strategically important static parts of the Archive by itself if required in the future. This feature should be embedded in the solution as an option.
11	Main Archive Storage unit should be expandable with 600 Slots as scale up and can be added multiple Main Archive Chassis to increase the required throughput and scale out capacity with multiple Storage Array.
12	Archive Storage OEM Should have BIS Certificate for Archive Storage. Need to provide Valid Certificate during the Bid Submission.
13	Archive Storage OEM should have ISO 27001:2022 Certification, ISO 14001:2015 and need to provide the Valid Certificate copy during the Bid.
14	The Storage Controller of Archive storage should be hosted in a separate physical node as per the throughput requirement.
15	The Archive management Software offered must be built on recent technology, running on non-proprietary standard IT Hardware.
16	The Archive Management Software system should be Linux based operating system.
17	All basic operations such as Search, Archive, delete and retrieve operations should be supported on the CLI interface.
18	<p>The solution should permit the creation of Custom Metadata Fields with permission level assignments to categories by user groups. It should not limit the number of metadata fields which users can create. Users should be able to create Metadata at Category, Asset or Frame Level in an asset. Following types of fields are mandatory for each metadata level –</p> <ul style="list-style-type: none"> <li>a. Text</li> <li>b. Integer</li> </ul>



	<ul style="list-style-type: none"> <li>c. List</li> <li>d. Multi Select List</li> <li>e. Date, Time</li> </ul> <p>Above fields must be user-definable from the Web GUI.</p> <p>Except data deletion, creation and retrieval should be through CLI and rest other operations could be through GUI.</p>
19	<p>Permission levels must be granular. Each category / folder / sub folder at the minimum must offer following role-based permissions –</p> <ul style="list-style-type: none"> <li>a. Metadata Update</li> <li>b. Trash/untrash a file</li> <li>c. Share/export content</li> <li>d. Download</li> <li>e. Retrieve</li> <li>f. See Asset History</li> </ul>
20	<p>Users should be able to define their custom search filters using AND / OR operations between multiple search criteria. The search criteria must support both embedded &amp; custom metadata fields to search on CLI mode.</p>
21	<p>The system should provide granular permission levels to control who can access important actions.</p>
22	<p>Support of Externalized DISKS and keep track of the UUID of the disks externalized. The UI should show the content of the object is available in which UUID of disks and if the UUID Disk is externalized.</p>

Item 1.5 Network Switches (Quantity – 4 no's)

S.No	Requirement Description
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1	The proposed switches must be Layer 3 (L3) managed switches with support for redundant, hot-swappable power supplies to ensure uninterrupted network operation.
2	The switches must be rack-mountable and include all necessary accessories, such as a rail kit, mounting kit, and cables for seamless integration into standard racks.
3	The switches must support a store-and-forward forwarding mode for efficient packet handling.
4	A minimum of 48 x 25 Gbps ports for high-speed access connections.
5	A minimum of 8 x 100 Gbps uplink ports, enabling robust connections to core or distribution switches.
6	The switches must provide a switching/routing capacity of 4 Tbps to handle large volumes of data traffic effectively.
7	The minimum forwarding throughput should be 2 billion packets per second, ensuring high-speed data flow across the network.
8	Support for an address database size of at least 32K MAC addresses (48-bit MAC).
9	Minimum MTBF of 280,000 hours, indicating high reliability.
10	The switches must support 4,000 VLANs or more simultaneously, conforming to IEEE 802.1Q standards.
11	Support for: <ul style="list-style-type: none"> <li>○ 2,048 multicast groups (IPv4)</li> <li>○ 8K ARP entries or more</li> <li>○ 2.5K NDP entries or more</li> </ul>
12	Support for 64 Link Aggregation Groups (LAGs) with up to 32 ports per group.
13	Multi-Chassis Link Aggregation (MLAG) with 62 groups, each supporting up to 32 ports per group.
14	Jumbo frame support with packet sizes up to 9K bytes.
15	Advanced traffic balancing features for unicast and multicast traffic across trunk ports.



16	IEEE 802.1Q Tagged VLAN
17	Private VLANs and QinQ
18	IGMP Snooping (v1/v2/v3) and MLD Snooping (v1/v2) for multicast traffic optimization.
19	Broadcast and unknown multicast traffic suppression.
20	Support for 32K IPv4 unicast routes and 24K IPv6 unicast routes.
21	Advanced routing protocols, including: <ul style="list-style-type: none"> <li>○ OSPF v2/v3, BGP4, PIM-SM/SSM, and VRRP (v2/v3).</li> <li>○ Policy-based routing and ECMP for load balancing.</li> </ul>
22	Support for minimum 64 VRFs and 96 BFD sessions.
23	Static and dynamic MAC-based port security for securing access points.
24	Protection against broadcast, multicast, and unicast storms.
25	L2/L3/L4 ACLs for filtering based on MAC, IPv4, IPv6, TCP, and UDP.
26	IEEE 802.1x RADIUS-based port authentication.
27	Prevents ARP spoofing attacks for enhanced security.
28	Industry-standard CLI with support for filtering commands.
29	Telnet/SSH, TFTP/FTP/SCP/SFTP for configuration and software management.
30	Ansible support and ONIE in-band firmware upgrades for automated deployments.
31	Features like SNMP (v1/v2c/v3), RMON, ICMP Ping, Traceroute, and LLDP.
32	Event and error logging with email alerting.
33	Port mirroring and Remote SPAN (RSPAN) for traffic analysis.
34	Advanced SPAN with ACL filtering and VLAN-specific monitoring.
35	Indicate speed, link status, and activity for each port.
36	Indicators for power, system health, and status of PSU 1, PSU 2, and fans.

**Item 1.6 Network Security Devices (Quantity – 2 nos configured in HA)**



S. No	Requirement Description
1	The NGFW devices must be configured in High Availability (HA) mode to ensure uninterrupted network security services during device failure or maintenance.
2	Each unit must adhere to a 1U rack size for efficient rack-space utilization in data centers.
3	8 x 25Gbps ports for high-speed data transfer, suitable for modern high-throughput applications.
4	4 x 10G SFP+ ports for fiber-optic connectivity, ensuring minimal latency in network traffic.
5	Management and console ports for direct device configuration and diagnostics.
6	The NGFW must have a minimum storage capacity of 256GB, expandable up to 1TB, ensuring adequate storage for logging, reporting, and advanced threat analysis data.
7	The firewall must support 512 logical VLANs and tunnel interfaces, enabling segmentation of the network into multiple secure and isolated zones.
8	35 Gbps firewall inspection throughput ensures high-speed traffic analysis and filtering without bottlenecks.
9	18 Gbps throughput for combined security features such as IPS, threat prevention, and application inspection, ensuring comprehensive security without sacrificing speed.
10	Supports 220,000 connections per second to handle large numbers of concurrent users and applications.
11	Maintains up to 800,000 stateful packet inspection (SPI) connections, ensuring reliable tracking of active sessions in high-traffic environments.
12	Supports up to 5000 site-to-site VPN tunnels for secure interconnectivity between remote offices.
	<ul style="list-style-type: none"> <li>The firewall should be supplied with 50 VPN perpetual licenses and a single user should be able to access the multiple devices within the VPN network and from multiple client devices through VPN software.</li> </ul>



	<ul style="list-style-type: none"> <li>The firewall VPN feature should support Mobile connect for ios, Mac OS, and Android devices and Computer/Laptop devices with Linux, Windows and Mac operating systems</li> </ul>
13	Ensures robust encryption with AES 256-bit, meeting modern security standards.
14	Additional VPN features:
i	DHCP over VPN for dynamic IP address allocation.
ii	IPSec NAT traversal to manage NAT devices in VPN pathways.
iii	Redundant VPN gateway to ensure availability and reliability.
iv	Route-based VPN for dynamic and flexible routing options in VPN configurations.
15	The NGFW must inspect packet payloads and headers in real-time to detect and block threats at the gateway, including:
i	Gateway Anti-Virus for malware protection.
ii	Anti-Spyware to block spyware and other unwanted software.
iii	DPI SSL to inspect encrypted traffic, ensuring security in HTTPS communications.
16	Filters HTTP/HTTPS traffic by URL, IP, and keywords, ensuring compliance with organizational internet usage policies.
17	Blocks file types (e.g., ActiveX, Java, cookies) to prevent unauthorized data leakage or system compromise.
18	Provides real-time spam filtering to ensure email security.
19	Advanced Threat Protection (ATP) captures and analyzes unknown threats using sandboxing techniques.
20	Full support for BGP4, OSPF, RIPv1/v2, and static routing, ensuring compatibility with a wide range of network configurations.
21	Enables policy-based routing for traffic prioritization and customized routing paths.
22	Stateful packet inspection tracks active sessions and ensures the integrity of communication.
23	Reassembly-Free DPI for high-performance inspection without degrading throughput

24	Protection against DDoS attacks (UDP, ICMP, SYN flood) to maintain network availability under attack.
25	IPv4/IPv6 dual-stack support ensures future-ready network operations.
26	Biometric authentication for secure remote access.
27	Enhanced dashboard for centralized monitoring of threats, traffic, and device health.
28	Stream-based malware scanning ensures real-time threat detection and removal.
29	Bidirectional inspection of data traffic prevents malware from entering or leaving the network.
30	No file size limitations for malware scanning, ensuring thorough inspection of all file types.
31	Enables application bandwidth management, prioritizing critical applications.
32	Allows custom application signature creation to adapt to unique organizational needs.
33	Integrates data leakage prevention (DLP) to monitor and block unauthorized data transfers
34	Uses signature-based scanning to detect known threats.
35	Includes GeoIP enforcement and botnet filtering to block traffic from high-risk regions or compromised sources.
36	Regular automatic signature updates to protect against evolving threats.
37	Supports TLS 1.3 for advanced encryption protocols.
38	Includes real-time deep packet inspection for encrypted traffic (TLS/SSL/SSH).
39	Offers cloud-based multi-engine analysis and sandboxing to evaluate unknown threats.
40	Blocks access to harmful or non-compliant websites using reputation-based filtering.
41	Implements policy-based filtering with inclusion and exclusion options for granular control.

42	Supports VLAN trunking, jumbo frames, and dynamic routing for optimal network traffic management.
43	Enables high availability through active/standby configurations with state synchronization.
44	Provides NAT, DHCP server, and bandwidth management for seamless network operations.
45	Offers detailed visualization of user activity, bandwidth consumption, and threat detection.
46	Provides actionable insights to enhance security posture and optimize network performance.
47	Includes 5 years of comprehensive warranty and support, covering software updates, hardware replacements, and technical assistance.

**Item 1.7 Hypervisor (Quantity – 2000 Processor Cores Support License)**

S.No	Specifications
1	The proposed open-source hypervisor should be provided with 5 years' support subscription proxmox for existing compatibility with other servers.
2	The support subscription should be for the complete number of proposed number of cores and a minimum of 2000 cores support subscription should be provided.
3	The proposed virtualization should be based on Linux kernel and open-source software should not have any limitation on features and security features against its paid software version.
4	The proposed virtualization should support Kernel-based Virtual Machine
3.6.5	Lightweight container-based virtualization for full machines should be supported.
6	The proposed hypervisor should support an operating-system level virtualization environment for running multiple, isolated Linux systems on a single Linux control host.
7	The proposed hypervisor should have a web based centralized management console.



8	The proposed hypervisor should provide a command line interface to manage all the components of your virtual environment. This command line interface should have intelligent tab completion and full documentation in the form of UNIX man pages.
9	The cluster file system should enable synchronizing configuration files across the cluster. The file system should store all data inside a persistent database on disk, nonetheless, a copy of the data should reside in RAM.
10	To run virtual machines from one cluster node to another, without any downtime or noticeable effect from the end-user side. Administrators should initiate this process from either the web interface or the command line. This should enable you to minimize downtime, in case you need to take the host system offline for maintenance.
11	The integrated web-based management interface should give a clean overview of all KVM guests and Linux containers across cluster.
12	The granular access to all objects (like VMs, storage, nodes, etc.) by using the role-based permission management system should be supported.
13	The resource manager, & HA Manager should monitor all VMs and containers in the cluster and automatically come into action if one of them fails.
14	The proposed hypervisor should support network storage types  iSCSI target  NFS Share
15	The KVM live backup should work for all storage types including VM images on NFS, & iSCSI LUN.
16	The Backup jobs should be scheduled to be executed automatically on specific days and times, for selectable nodes and guest systems.
17	The backup software and Hypervisor should be from the same OEM only.
18	For VMs backup stop mode, suspended mode, and snapshot mode should be supported.
19	A website reference or datasheet to verify the features should be provided.

**Item 1.8 RHEL Support subscription for proposed CPU Cores.**



S.No.	Specifications
1	Red Hat® Enterprise Linux® v9.4 or latest should allow for the deployment of unlimited guests in dense virtualized environments for the proposed compute nodes.
2	RedHat Enterprise Linux subscription should include 1 year, and bidder should support the RedHAT subscriptions up to subsequent 4 year of warranty.
3	Web and phone support, Unlimited support cases should be included.
4	All the guest Oses should be configured with the latest version of RHEL.

**Item 1.9 Online UPS (Quantity - 2)**

S.No	Specifications
1	<p>SITC of 2 x 50KVA UPS, 3 phase AC Input &amp; 3AC Output. Backup 60 minutes, 2 x Li-ion batteries, Battery disconnecter, Battery Cabinet, links and DC cable up to 7 meters, Parallel redundant system kit.</p> <p>UPS should have a Minimum 5-year comprehensive warranty on site from the date of installation and Minimum 5-year warranty for Li-ion batteries from the date of installation:</p> <p>a.) True online double conversion, VFI-SS-111.</p> <p>b.) DSP based PWM 3 level IGBT inverter</p> <p>c.) Both UPS should work in parallel redundant mode.</p> <p>d.) UPS should be with Intelligent Battery Management for longer battery life</p> <p>e.) Phase Neutral reversal protection –In the event of reversal in phase sequence, the UPS should automatically adjust itself and should get synchronized with the input phase.</p> <p>f.) UPS should be Monolithic UPS with a modular architecture to reduces Mean Time to Repair (MTTR)</p> <p>g)Battaries should provided with rack and enclosure.</p>
2	<p>Voltage(V) 3 P Voltage Range at 400 Vac, (-40 %, + 20%) for 40% load, (-22.5%, + 20%) for 100% load</p> <p>Frequency Range 40-70Hz</p> <p>Power Factor &gt;0.99</p> <p>THDi(%) &lt;3% at 100% linear load with THDv at 0.5%</p>



3	<p>Rated Power 50KVA/50KWOutput  Power Factor : Unity  Voltage(V) 3Ph  Output waveform : Pure sine wave  Voltage regulation <math>\pm 1\%</math> (0-100% linear load)  THDv (%) Less Than 2% For Linear Load  Frequency: 50Hz on battery; synchronized with bypassBypass .  Online mode efficiency of UPS-Min.95%  Eco mode efficiency of UPS upto 99%  Inbuilt Static and Manual Maintenance Bypass is Required.  Input and output MCCB inbuilt in UPS.</p>
4	<p>Serial interface RS485 (ModBus protocol RTU)  SNMP for remote monitoring (with automatic Email and Message notification alert option)</p>
5	EMC EN / IEC62040-1,EN/ IEC62040-2,EN/IEC62040-3
6	IP20
7	<p>Li-ion Batteries with each UPS, Rechargeable, BACKUP 60 Min.  Integrated Battery Management System (BMS) for full monitoring and control, optimizing the usage and performance of the battery  Color Touch Screen Display for real time Cell and System monitoring and supervising  UL94-V0 flame-retardant plastic brackets  Modular fire protection systems with auto-sensing and suppression capability  Leakage detection device: when leakage current is detected, the circuit breaker and contactor will disconnect to prevent insulation failure.  Double-level protection against OV, UV, OT, etc. (contactor 1st, MCCB 2nd).  Four-level OC protection (contactor 1st, MCCB 2nd, Rack Fuse 3rd, Cell CID 4th)</p>
8	<p>Ambient Temperature: 0°C To +40°C Operational  Relative Humidity: 20-95% Max Non Condensing  Acoustic Noise With Full Load &lt;60 dB  Emergency Power off Required</p>
9	INDEPENDENT PHASE MANAGEMENT IS REQUIRED
10	All cabling from battery bank to UPS is in vendor's scope

11	a. Manufacturer Should be ISO 9001:2000 certified b. Manufacturer Should be ISO 14001 c. Manufacturer should have manufacturing facility in India d. Test reports from Govt. accredited labs on the same model quoted.
12	Display: 7" Touch screen color display
13	Power module visual LED indicator: Independent multi-colour led status bar (Green/ Yellow/ Red)
14	Emergency power off EPO feature should be there Cold Start feature should be there

**Item 1.10 KVM Switch**

S.No	Requirement Description
1	The proposed KVM and monitor should be from the same OEM or should be compatible with each other.
2	The proposed KVM monitor should provide video quality of 1360 x 768 @ 60 Hz or more.
3	The proposed KVM should have a Monitor, Keyboard and mouse integrated together on a single Rail Kit and the closed rack size should not be more than 1U.
4	The KVM should have a minimum of 16 ports to connect the devices.
5	The KVM should supply all accessories such as HDMI/VGA (as per switch) cables, power cables, rail kit, etc.
6	The KVM should support computer selection via pushbuttons, hotkeys, and multilingual on-screen display.
7	Two level password security should be supported, and only authorized users should view and control computers
8	Additional hot-pluggable USB mouse port on front panel that should supports HID device for keyboard and mouse.
10	The proposed KVM should be provided with 5 year warranty.



**Item 1. 3.10 Smart Rack (Quantity – 2 no's)**

Specification	Description of Items
1	<p>(i) Smart rack consists of 42HU x 2Nos. suitable for free standing installation.</p> <p>(ii) Provisioning of Smart for further extension.</p>
2	<p>42U x 2 Nos.- 800 mm Wide x 2000mm Height x 1200mm Deep and 300 mm deep aisle containment at front side. Rack should have base frame of 100mm height for stability. Load bearing capacity of rack frame should be 1400 Kgs.</p> <p>Rack should be made of CRCA sheet steel with minimum sixteen folded frame with 1.5 mm thickness. Top cover and bottom cover should have cable entry provision.</p> <p>Rack front glass and rear sheet steel plain door should have PU gasket.</p> <p>Each rack should have 2 Nos. vertical and 4 Nos. horizontal cable manager.</p> <p>Each rack should have 10 Nos. toolless banking frames of 1U size.</p> <p>Required total 30 KW cooling capacity with redundancy N+1 in inclusive of 2 Nos. racks. Each rack IT load 12.5- 15 KW.</p> <p>Racks should have rodent repellent.</p> <p>Rack front door should have electronic keypad system.</p> <p>Rack rear door should be equipped with auto opening system.</p> <p>Rack should have air baffle plate.</p> <p>Racks should have water leak sensor.</p> <p>Rack should have provision to mount the cooling system inside in vertical form without consuming any u space.</p> <p>Each rack with minimum 38U usable space.</p>



	<p>Rack, cooling system, IP PDU, Smoke detection, Front door access, Auto door opening system, monitoring and WLD are required from single OEM for better services.</p> <p>OEM should have at least seven-year experience for smart rack solution and having one installation in Govt. research institute.</p>
3	<p>The Front door of smart rack should be fitted with High Security Electro-mechanical code combination lock with nine-digit electronic keypad system &amp; Rear door equipped with auto door opening system.</p>
4	<p><b>Cooling System- 10KW x 4 Nos.</b></p> <p>Harmonized modular components should ensure an energy-efficient dissipation of heat. The external unit (condenser) should be designed on the basis of latest technology. Cooling unit mount should be mount vertical to provide the uniform air flow inside the rack, Unit should not take any U space. <span style="float: right;"><b>Each</b></span></p> <p><b>smart rack system should include:</b></p> <ol style="list-style-type: none"> <li>1. 4x Heat exchanger (evaporator) for placing on the inside of the each with 10 KW cooling capacity.</li> <li>2. 4x Condenser external unit works with R407C/410A refrigerant.</li> <li>3. DX control box to activate the evaporator</li> <li>4. LCD display, digital temperature display between 18 &amp; 29°C.</li> <li>5. Cooling system should not occupy any U space in the rack.</li> </ol> <p><b>(vi)</b> Cooling system mount in vertical form to provide the uniform air flow in the rack. Each cooling unit capacity 10 KW. Total required cooling 30 KW with redundancy (N+1) in the scenario 3 Nos. cooling unit working and 1 No. cooling unit standby.</p> <p><b>(vii)</b> Cooling unit dimension 300mm w x 2100 height x 1200 D Color RAL 7035.</p>
5	<p>(i) Provisioning of structured power distribution system. The 3-Phase commercial conditioned 440V/50Hz power supply will be made available by the user at the Distribution panel along with MCCB.</p> <p>(ii) This Main Distribution panel will be used to distribute power to all power consuming devices used in Smart rack such as: UPS, Air-Conditioning system.</p>

<p><b>6</b></p>	<p>Vertical metered IP PDU for Racks with industrial socket 32A/3P. Each rack should have 2 Nos. IPPDU.</p> <ul style="list-style-type: none"> <li>• Metered IP PDU should have 24 Nos. IEC 13 and 6 Nos. IEC 19 sockets with 3 Mtr. connection cable with industrial sockets.</li> <li>• Each rack should have 2 Nos. IP PDU. Smart Racks solution required 4 Nos. IP PDU.</li> <li>• Directives: EMC Directive 2014/30/EU</li> <li>• Low Voltage Directive 2014/35/EU</li> <li>• Standards: EN 62368-1, EN 61000-3, EN 61000-4, EN 61000-6, EN 62053-21</li> </ul>
<p><b>7</b></p>	<p>Provisioning of IP based monitoring Fault signals - Temp/ Humidity, IPPDU WLD, Fire system and Automatic rear Door Kit, Door access, UPS.</p>
<p><b>8</b></p>	<p>Monitoring unit should be an intelligent monitoring system with an Ethernet 10BaseT network connection. The priorities of the various functions are monitoring and documenting physical parameters inside the smart rack. These functions should be managed and controlled via different protocols.</p> <p>The basis of the Monitoring unit CMC should be the processing unit (PU unit). Several input/output units (I/O unit) should be connected to one processing unit via a patch cable. This/these function module(s) should connect to the sensors via a standard plug connector. The sensors should be coded so that the function blocks recognise automatically which sensors are connected.</p> <ul style="list-style-type: none"> <li>• Network interface: IEEE 802.3 10/100BaseT Full Duplex</li> <li>• Basic protocols: TCP/IP, SNMP V1.0, Telnet, FTP, http</li> </ul> <p>Additional features: NTP, SSH, SSL, DHCP</p>
<p><b>9</b></p>	<p>(i) Delivery of an extinguishing system that detects and extinguishes fires in closed server and network cabinets.</p> <p>(ii) The system should have fire alarm panel, manual triggered and suppression system with NOVEC 1230 must be employed as the extinguishing gas.</p> <p>(iii) Smart racks solution should have common cylinder for fire suppression medium mount outside or inside the rack as per OEM standard.</p>



	<p>(iv)The Rack, smoke detection, Cooling system, IP PDU, Front Door access, Rear auto door opening, WLD, Monitoring system should be from one OEM for better SLA.</p> <p>(iv)OEM should have at least seven-year experience for smart rack solution and having one installation in Govt. research institute.</p>
<b>10</b>	<p>(i) Installation of smart rack and the relevant components has to be carried out by qualified technicians/OEM engineer.</p> <p>(ii)01 days onsite training to the user will be given by the vendor.</p>
<b>11</b>	Regulatory Standard, ISO 9001, 14001, 45001 and UL2416, ROHS.
<b>12</b>	Smart rack including cooling system and batteries should be with 2 years comprehensive warranty.

**Item 1.12 Accessories**

S. No.	Specification
1	80 units of Optical FC cable(Multi core), LC-LC, MM-OM2-50/125, Duplex, LSZH, O.D.=1.8mm*2, 10 Meters
2	20 units of 1G RJ-45 5-meter patch cords should be supplied.
3	Cable ties, conduit, cable numbering, transceivers, UPS closed rack, and management accessories should be considered in the proposal.
4	The electrical sockets and MCB box for UPS and main electrical line along with electrical cable should be proposed by the bidder.



## Section VIII: Qualification Criteria

(Ref ITB-clause 1.4)

Bidder qualification criteria should meet as per GeM GTC (General Terms and Conditions).

### 1. Experience and Past Performance

- i. Bid is open to all manufacturers and suppliers. The bids are open for Class I local suppliers and class II local suppliers. Purchase preference would be given to Class I local suppliers as per Govt. of India Procurement Policies.
- ii. The firm must have experience of supplying, installation and commissioning of a similar specification (at least four servers with minimum 100TB storage as TurnKey solution) during the last 3 years.
- iii. The bidder should have a minimum of 3 years of experience. In respect of the filter applied for experience criteria, the Bidder or its OEM [themselves or through reseller(s)] should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Private limited or limited Organisations for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- iv. Provisions of the Public Procurement (Preference to Make in India) order issued by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P-45021/2/2017-PP (BE-II) dated 4th June, 2020 and 16th September, 2020 and other Govt. of India orders issued from time to time on the matter shall be applicable in the tendering process.
- v. In support of experience, past performance and capacity/ capability should be authenticated  
by the person authorized to sign the tender on behalf of the bidder. Original documents must be submitted for inspection if required.
- vi. Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture



and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

- vii. Supporting documents submitted by the bidder must be certified.
- viii. All copies of supply/ work orders/ contract/ agreement/ respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/ National Small Industries Corporation (NSIC)/ manufacturing license; annual report, etc. shall be enclosed.

## 2. Financial Standing – under all conditions

- The average annual financial turnover of 'The bidder' during the last three years, ending on '31st March, 2024, should be at **least Rupees seven crore (Rs. 07 Crore) per annum.** In this regard audited annual balance sheet and profit or loss statement/reports, duly authenticated (by a Chartered Accountant/Cost Accountant in) of last three consecutive years shall be submitted along with technical bid. The profit/loss statement should categorically indicate profit or loss for each year.
- The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should meet the GeM bid criteria. If the turnover amount differed between RFP document and GeM Bid document, then GeM Bid document should be applicable by default. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.
- The bidder should not be under liquidation, court receivership or similar proceedings, and should not be bankrupt. Bidder to upload undertaking to this effect with bid. Prime bidder should have a valid ISO 9001:2015 certificate and also should have Capability Maturity Model Integration (CMMI) level 3 certificate.

## 3. Earnest Money Deposit (EMD):

- i. The bidder shall furnish along with its tender, earnest money for an amount as shown in the Notice Inviting Tender (NIT). The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.
- ii. The bidder should enclose bid security (EMD) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bid Security Declaration, Bank Guarantee, Insurance Surety Bond from any of the Commercial Banks drawn in favour of DDO, O/o DGM, IMD, New Delhi.



- iii. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time.
- iv. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration (As per Form 7: Documents relating to Bid Security) accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 03 years from being eligible to submit bids for tenders with India Meteorological Department.

**Refund of EMD:**

- i. EMD of the unsuccessful bidders will be returned to them without any interest, after expiry of the tender validity period.
- ii. EMD of the successful bidder will be returned without any interest, after receipt of performance security from the successful bidder.
- iii. Successful bidder shall submit pre-receipt for obtaining back their security.

**Forfeit of EMD:**

- i. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/ documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of IMD.
- ii. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if supplier fails to furnish the required performance security within the specified period.
- iii. Firm shall have to extend the validity of EMD if extension of tender validity is agreed on the request of the purchaser in exceptional cases.



**Pre-Qualification criteria :The committee will evaluate the qualified bidders as per the QCBS criteria set below:**

S.N.	Technical Evaluation Criteria	Relevant Document	Marking Scheme	Max. Marks	Remarks(if any)
1.	<b>Criteria:</b> Bidder should have experience in successfully supply, installation and commissioning of similar hardware work in PSU/Govt. organizations/ Pvt Ltd/ or ltd. in the last 5 years in India/Globally.	Work order/contract + completion certificate from client/undertaking of work in progress from bidder.	≥3 projects: 10 marks • 1 additional marks for each project (05 marks max.)	15	
2.	<b>Criteria:</b> Number of full-time Employee on its payroll in India, who are dealing in advisory /implementation/post-implementation support services for hardware solutions as on bid closing date.	Certificate from HR on the original letterhead as on date of submission of the bid.	· ≥20 and <50: 05 Marks · ≥50 and <100: 08 Marks · ≥100: 10Marks	10	
3.	<b>Criteria:</b> The bidder should possess relevant certifications such as ISO 9001:2000, 14001 CMMI Level 3 or above.	Copy of certificates.	ISO 27001: 5 Marks Level 3 : 05 Marks Level 3+ : 10 Marks	10	
4.	<b>Criteria:</b> Understanding of Scope, Deliverables, Approach, Methodology, & Past Success Stories (to be evaluated on the basis of presentation).	Detailed proposal and onsite presentation	Presentation showing understanding of the requirements, detailed approach & methodology for addressing the requirements, plan to meet quality, timeliness of deliverables, & value proposition.	20	
5.	<b>Criteria:</b> Bidder should have able to demonstrate the similar configuration solution	Demonstration at on site or offsite or remote session	Yes: 15 Marks No:0 Marks	15	



6.	<b>Criteria:</b> Bidder should have qualified experts in installation, virtualization, integration and configuration server and other peripherals as mentioned in technical requirement of the bid.	Supporting Documents/ Certificates	Min. 2 experts: 5 marks 3-5 experts: 08 marks >>5 experts: 10 marks	<b>10</b>	
7.	<b>Criteria:</b> The bidder shall have an annual financial turnover of minimum INR 7 Crores during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. And "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.	Copy of turnover, CA certificate and audited balance sheets.	Rs. 7 -10 cr= 5 marks & >Rs. 10 cr = 5 marks	<b>10</b>	
09.	<b>Criteria:</b> Supporting Document for post implementation support CAMC provided to different organisations.	Post implementation support CAMC document	1-3 years: 5 marks >3 years: 10 marks	<b>10</b>	
10.	<b>TOTAL</b>				

## Note\*

- A bid shall have to meet the Minimum Qualifying Marks of 70 (Seventy) marks in 'Quality' Criteria. Bids not meeting the minimum qualifying marks in 'Quality' Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.
- 'Qualified Bids' (meeting the minimum Qualifying Marks of in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation



- Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST/ UTGST or IGST).
- Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format

**4. Forms To be filled, digitally signed, and uploaded by Bidders along with the bid as follows:**

- (a) Form 1: bid Form (To serve as a covering letter to both the Techno-commercial and Financial Bids)
  - (b) Form 1.1: Bidder Information
  - (c) Form 1.2: Eligibility Declarations
  - (d) Form 1.3: OEM's Authorization
  - (e) Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs
  - (f) Form 2: Schedule of Requirements – Compliance
  - (g) Form 3: Technical Specifications and Quality Assurance – Compliance
  - (h) Form 4: Qualification Criteria – Compliance
    - (i) Form 4.1: Performance Statement
    - (j) Form 5: Terms and Conditions – Compliance
    - (k) Form 6: Checklist for the Bidders
    - (l) Form 7: Documents Relating to Bid Security
    - (m) Form 8: Integrity Pact
    - (n) Financial bid – BOQ Excel Sheet (To be Downloaded from the Portal).
- Bidder/OEM must have an onsite warranty of the supplied product and should submit the certificates for the same.
  - Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.



- The bidder should have the certified technical engineers for the proposed products or solution and certificates for the same should be submitted along with engineers details.
- The Bidder is requested to furnish documents to establish their eligibility for each of the above clauses. Relevant portions of the documents submitted in pursuance of eligibility criteria mentioned above should be highlighted. If the tender were not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above documents will not be entertained. All documents should be submitted/uploaded electronically in PDF format within the GeM Bid portal. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false/incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained.

**Instruction to Bidder:**

- The Bidder shall supply all the required hardware & software (servers, storages, network switches, UTP Cables, rack, cabling, 50 KVA UPS, Workstations, etc.) as per specification detailed given at section VII (Technical Specification). The minimum specifications of proposed computer systems are given in Section VII.
- Bidder must provide the Manufacturer's Authorization Form (MAF) as per the format given in Annexure-VI for all the hardware (Storages, Servers, Archive Storage and UPS) line items in end-to-end mode. (The MAF should be from each hardware OEMs as different hardware components are provided by many different OEMs to make this solution). Without MAF of OEMs, the bidding (i.e., partial Bill of Quantity - BoQ) would lead to disqualification of their complete bid at the technical evaluation itself and commercials of such bidders would not be opened. Technical compliance of items by Original Equipment Manufacturer (OEM) should also be submitted along with respective MAFs for all Hardware OEMs. Technical Compliance should be verifiable through the provided document like datasheet (cross references). The authenticity of MAF will be verified and contact details of OEM should be submitted for the same. MAFs of all hardwares should be submitted with duly signed and stamped from OEM mail id to the consignee mail id (as per bid document) with subject of "GEM Bid No, Bidder Name, OEM Name - MAF" or OEM contact details should also be provided to



verify the MAF authenticity of all hardware and software OEMs. Also, Bidders should upload the same MAF document during bid submission and failing to do any of them will be disqualified.

- The bidder should be a certified or registered partner of the supplied product whether it is software or hardware. Document for the same should be attached. All documents/links submitted for cross references must be available on the server and/or storage OEMs and product site publicly other than performance sizing and capacity sizer. Any reference document to a third-party site will not be accepted. Output for performance and capacity must be provided using the OEM internal sizing tool in the form of a report. Formatted excel or third-party tests will not be accepted.
- The installation, configuration, testing and commission of the solution is deemed to be completed only when installation of all hardware and software is addressed. The installations include configuration of compute nodes, storage capacities in both primary and secondary storage, archive storage, switch, Security device, KVM, networking, and racking should be done by bidder as per the IMD requirements during setup at HQ IMD, New Delhi - 110003.
- The virtual machines which are considered as high availability should be configured in a load balancing mode and existing VM's should not be disturbed.
- The system integrator / bidder should include the implementation charges as a solution package as per the warranty mentioned for hardware. The bidder should provide a solution architect diagram that will be implemented.
- A detailed installation report with screenshots, demonstration of the installed system, knowledge transfer for administrative tasks to members of IMD and handover of administrative privileges are necessary before sign-off of the project. The low level architecture diagrams for the proposed solution should be provided.
- The bidder should provide bidder's point of contact (service engineers contact mobile numbers and email ids) and bidder should provide 24x7 days support with 4 hours response time for technical support of any hardware failure throughout the warranty period and make sure the failed hardware shall be replaced/repaired/addressed within next business day.
- The bidder / system integrator shall ensure that there is no single point of failure for the whole solution. All accessories of hardware and software necessary to ensure this shall be included in the solution.
- The bidder shall provide details of persons going to handle this project as per Annexure-IV and details of OEMs will be involved in this project and quantities (number of servers, sockets, cores, RAM, hard drives, etc.,) to make a complete workable solution, as given format in Annexure-V. The bidder should have certified engineers for Storage, server and virtualization.



- The bidder must enclose clause-by-clause compliance statements for Technical Specifications.
- Bidder must submit a Self-Declaration on company letterhead with a stamp that the firm is not banned/blacklisted any time by the Ministry of Earth Sciences or any other State/Central Government Department or Government of India, as format given.

A handwritten signature in blue ink, appearing to be 'Amit', is located at the bottom center of the page.

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**Annexure-III**

**Price Bid/List of deliverables (to be utilized by the bidders for quoting their prices)**

**PRICE SCHEDULE (Financial Bid format) TO BE SUBMITTED BLANK WITH TECHNO-COMMERCIAL BID AND WITH PRICE IN THE FINANCIAL BID.**

**(KINDLY ENSURE THAT PRICES SHOULD NOT BE REVEALED IN THE TECHNO- COMMERCIAL BID WHICH WILL LEAD TO REJECTION OF THE BID)**

The Bidder shall **quote rate for supply, install, integrate, testing, & commissioning** of Hardware for IMD DSS. **On turnkey basis with following deliverables.** The list of deliverables shall be same as submitted in the price bid. The price bid shall not be considered if it is not matching with the list of deliverables submitted with technical bids.

	Tender No: CPU/XX/XX/XXXX	
Name of the Bidder/Bidding Firm/Company		
	<p>PRICE SCHEDULE</p> <p>(This BOQ templates must not be modified/ replaced by the bidder and should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and value only.</p> <p>Notes:-</p> <ol style="list-style-type: none"> <li>1 Unit price of the item is to be quoted in this be BOQ</li> <li>2 GST is required to be mentioned in terms of percentage full stop in case prices are not mentioned and GST is not coated offer is liable to be rejected. if GST is indicated as zero/not applicable the region must be mentioned in the offer along with the HSN code of the material.</li> </ol>	



Tender Document - Tend No./ xxxx

<p>3 Transit insurance shall be arranged by IMD and therefore, the bidders are not required to include transit Assurance in their offer.</p> <p>4 For payment other than stipulated payment terms, the quoted price of the tenderer shall be suitably loaded at the rate as decided by IMD. Any condition or component of the tender having a financial bearing on arriving at the landed price or otherwise to IMD, if not quoted or agreed to in the tender, shall be suitably loaded to the quoted price for comparison purposes.</p> <p>5 Any reduction in the rate of tax on the supply of goods or benefit of input tax credit shall be passed on to IMD by way of commensurate reduction in prices.</p> <p>6 Please quote your price as per the material description mentioned in the NIT. Deviation to the specification should be attached separately otherwise it will be presumed that your offer product is as per NIT specification.</p> <p><b>NUMBER will be denoted as NUM,</b></p>																			
NUM	TEXT	TEXT	NUM	TEXT	TEXT	NUMBER	NUM	NUM	NUM	NUM	CGST	SGST	IGST	NUM	NUM	TEXT			
S. No.	Item description	Item code/ Make	Quantity	Units	HS N CODE	Basic Price per Unit in RS	P& F CHARGES PER UNIT in Rs.	Frieg ht charges up to Site	Discount ( if any) per unit in Rs.	Sub Total	Rate in % to be entered by the bidder	Amount	Rate in % to be entered by the bidder	Amount	Rate in % to be entered by the bidder	Amount	Landed Unit price at Site	Landed Total price at Site	Total amount in words
1	At least 8 or higher number of compute Servers Platform for total 2000 Cores or more		8	No's .set															
2	External Storage Platform – 1  (Minimum 250 TB NVMe usable capacity)		1	No's .set															

Turn Key Solution of Hardware infrastructure for IMD DSS

3	External Storage Platform – 2  (Minimum 2000 TB NL-SAS/SAS Usable Capacity)		1	No 's .se t														
4	Disk Archive Application and Archive System 2PB RAW Capacity		1	No 's .se t														
5	Network Switches 24 port 25Gbps		4	No 's .se t														
6	Network Switches 24 port 1Gbps		2	No 's .se t														
7	Security Appliances or devices		1	No 's .se t														
8	Server & Storage Rack (42U)		2	No 's .se t														

*Amul*

9	Hypervisor for the proposed number of cores with 5-years support & subscription		1	No 's														
10	RedHat Enterprise RHEL V9.4 or latest with 5-year support & subscription		5	No 's														
11	50 KVA UPS (3P-3P)		2	No 's														
12	KVM Switch with monitor, keyboard, Mouse and accessories		1	No 's														
13	Accessories		1	No 's														
14	Installation & Customization as per DSS ISSD, IMD User Unit		1	No 's														

Turn Key Solution of Hardware infrastructure for IMD DSS

15	Training		1															
16	Documentation		1	No 's														
17	Software license		1	No 's														
18	2 days SAT		1	No 's														
19	Maintenance tool kit for installation		1	No 's														
20	Integration and commissioning of the system		1	No 's														
21	Onsite training to IMD personnel after completion of installation /		1	No 's														

	commissioning for one week																		
22	Warranty for five years		1	No 's site															
23	1st year CAMC		1	No 's site															
24	2nd year CAMC		1	No 's site															
25	3rd year CAMC		1	No 's site															
26	4th year CAMC		1	No 's site															

27	5th Year CAMC		1	No 's sit e														
28	Any other unit/ subunits/ item not listed above but required for functioning of solution shall also be included.		1	No 's sit e														

Total Tender price in figure:

and in words:

Signature of Bidder\_\_\_\_\_

Seal of the Bidder\_



## **BIDDING FORMS**

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Tender Document - Tend No./ xxxx

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## Form 1: Bid Form (Covering Letter)

(Ref ITB-clause 9.2)

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

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: Your Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS.

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

### 1) Our Credentials:

(a) We are submitting this bid: -

- on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for



signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

- as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization).

Or

- as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form 1.4 (Declaration by Agents/ Associates of Foreign Principals/ OEMs).

- (b) We..... hereby certify that  We/  our Principals/ OEM M/ s ..... are proven, established, and reputed manufacturers with factories at ..... which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.

## 2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance.

## 3) Our Bid to supply Goods:

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form 3: 'Technical Specifications and Quality Assurance - Compliance.'

## 4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- (a) based on terms of delivery and delivery schedule confirmed by us; and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary



to make the proposal self-contained and complete, has been indicated therein, and

- (c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- (d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) the methods or factors used to calculate the prices offered.
- (e) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**5) Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

**6) Bid Securing Declaration**

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security.'

**7) Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto-----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender



Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**9) A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

**10) Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**11) Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

**12) Rights of the Procuring Entity to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]



## Form 1.1: Bidder Information

(Ref 8.2 of ITB)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

### 1) Bidder/ Contractor particulars:

- (a) Name of the Company:.....
- (b) Corporate Identity No. (CIN): .....
- (c) Registration, if any, with The Procuring Entity: .....
- (d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (e) Place of Registration/ Principal place of business/ manufacture .....
- (f) Complete Postal Address: .....
- (g) Pin code/ ZIP code: .....
- (h) Telephone nos. (with country/ area codes): .....
- (i) Mobile Nos.: (with country/ area codes): .....
- (j) Contact persons/ Designation: .....



(k) Email IDs: .....

Submit documents to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

**2) Taxation Registrations:**

- (a) PAN number: .....
- (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- (c) GSTIN number..... in Consignor and Consignee States
- (d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

**3) Authorization of Person(s) signing the bid on behalf of the Bidder**

- (a) Full Name: \_\_\_\_\_
- (b) Designation: \_\_\_\_\_
- (c) Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

**4) Bidder's Authorized Representative Information**

- (a) Name:



- (b) Address:
- (c) Telephone/ Mobile numbers:
- (d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

.....

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## Form 1.2: Eligibility Declarations

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

### Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) **Legal Entity of Bidder:** \_\_\_\_\_
- 2) **OEM/ Manufacturer/ Agent/ Dealership Status:** \_\_\_\_\_
- 3) We  are/  are not a JV \_\_\_\_\_
- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - b) (including our Contractors/ subcontractors for any part of the contract):
    - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or



- (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
  - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
  - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
  - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- 5) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- (b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

**6) MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/  
Others:.....
- b) We attach herewith, Udhyaam Registration Certificate with the Udhyaam Registration Number as proof of our being MSE registered on the Udhyaam



Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

**7) Start-up Status**

we confirm that we  are/  are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

**8) Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

**(a) Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

Class-I Local Supplier/

Class-II Local Supplier/

~~Non-Local~~ Supplier.

**(b) We also declare that**

There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

**9) Self-Declaration by Indian Agents/ Associates of Foreign Principals**

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to



establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.

- (b) Agency Agreement shall be submitted with Form 1.4. It shall cover
  - (i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- (d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.
- (e) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

**10) Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....



Tender Document - Tend No./ xxxx

[name & address of Bidder and seal of company]

DA: As in Sr 9 to 14 above, as applicable

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### Form 1.3: OEM's Authorization

(Ref ITB-clause 9.2)

(On Company Letter Head)

(To be submitted as part of Technical bid)

OEM's Name \_\_\_\_\_

[Address and Contact Details]

OEM's Reference No. \_\_\_\_\_ Date.....

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Dear Sirs,

Ref. Your Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

- 1) We,-----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs----- (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....
- 2) We further confirm that no Contractor or firm or individual other than Messrs. .... (name and address of the above-authorized dealer) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
- 4) Our details are as under:



- (a) Name of the Company:.....
- (b) Complete Postal Address: .....
- (c) Pin code/ ZIP code: .....
- (d) Telephone nos. (with country/ area codes): .....
- (e) Fax No.: (with country/ area codes): .....
- (f) Mobile Nos.: (with country/ area codes): .....
- (g) Contact persons/ Designation: .....
- (h) Email IDs: .....

A handwritten signature in blue ink, appearing to be 'Aml', is written over a horizontal line.

5) We enclose herewith, as appropriate, our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

DA: As above

A handwritten signature in blue ink, appearing to be 'Aml', is written over a horizontal line.

## Form 1.4: Declaration by Agents/ Associates of Foreign Principals

(Required only for Agents/ Associates of Foreign Principals)

(Ref Clause 3.5 of ITB)

(On Company Letter Head)

(Along with supporting documents, if any)

(To be submitted as part of Technical bid)

Agent's Name \_\_\_\_\_

[Address and Contact Details]

Principal's Reference No. \_\_\_\_\_ Date.....

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Dear Sirs,

Ref. Your Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

- 1) We, \_\_\_\_\_, are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/ OEM, Messrs \_\_\_\_\_.(name and address of the principal) to associate with them for participation in this Tender Process.
- 2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.
- 3) The required details as per ITB-clause 3.5 are as follows.
  - (a) Name of the Agent/ Associate:.....
  - (b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.



- (c) Year of establishment.....
  - (d) Sister Concerns .....
  - (e) Corporate Identity No. (CIN): .....
  - (f) Aadhar Card of Owner/ CEO/ Partner
  - (g) PAN number: .....
  - (h) Complete Postal Address: .....
  - (i) Pin code/ ZIP code: .....
  - (j) Telephone nos. (with country/ area codes): .....
  - (k) Mobile Nos.: (with country/ area codes): .....
  - (l) Contact persons/ Designation: .....
  - (m) Email IDs: .....
  - (n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):  
.....
  - (o) GSTIN number..... in Consignor and Consignee States
  - (p) Registered office from where agency/ association services would be mainly provided for GST Purpose: .....
  - (q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....
- 4) Details required under ITB-clause 3.5 regarding the foreign principal/ OEM are given below.**
- (a) Name of the Company:.....
  - (b) Nationality/ Country of operation/ incorporation.....
  - (c) Status:
    - (i) manufacturer or
    - (ii) agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
  - (d) Complete Postal Address: .....
  - (e) Telephone nos. (with country/ area codes): .....
  - (f) Mobile Nos.: (with country/ area codes): .....
  - (g) Contact persons/ Designation: .....
  - (h) Email IDs: .....
- 5) Because of price-sensitive information, agency/ dealership/ any other agreement with foreign principals/ OEM shall be submitted as per ITB-clause 3.5, on-demand, after the Financial bid opening. It shall contain details of payments of all**



commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shall pay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

- 6) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.
- 7) We enclose herewith: as appropriate, our ----- Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

Yours faithfully,

.....

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

DA: 1. As above



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## Form 2: Schedule of Requirements - Compliance

### Schedule of Requirements

(Ref ITB-clause 9.2, Schedule VI: Schedule of Requirements)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note to Bidders: Fill up this Form regarding Section VI: Schedule of Requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.



<b>Tender Title</b>			Turn Key Solution of Hardware infrastructure for IMD DSS .							
<b>Tender Reference No</b>			Tend No./ xxxx							
<b>Schedule</b>	<b>Item Sr</b>	<b>HSN Code</b>	<b><sup>5</sup>GST %</b>	<b>Local Content (%)</b>	<b>Description of Goods</b>	<b>Quantity</b>	<b>Units of Quantity</b>	<b>Delivery offered</b>	<b>Destination, State</b>	<b>Bidder's GSTIN</b>
1	2	3	4	5	6	7	8	9	10	11
Schedule-1	1.1									
	1.2									
	1.3									

<sup>5</sup> Mention total % and breakup into CGST, SGST, IGST, Cess etc.



Schedule-2	2.1									
	2.2									
	2.3									

- (1) Background of Goods offered:
- (2) Transportation:
- (3) Delivery Schedule:
- (4) Terms of Delivery:
- (5) Scope of Supply (Accessories, Spare Parts):
- (6) Incidental Works/ Services:



### Deviations from Schedule of Requirements

Note to Bidders: Highlight deviations, if any, from Section VI: Schedule of Requirements in this Form.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub- clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section IV: Schedule of Requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]



Tender Document - Tend No./ xxxx

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### Form 3: Technical Specifications and Quality Assurance - Compliance

(Ref ITB-clause 9.2, Schedule VII: Technical Specifications and Quality Assurance)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note to Bidders: Highlight in this form deviations, if any, from Section VII: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Submit copies of original test certificates for standards/ specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.



Tender Document - Tend No./ xxxx

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

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## Form 4: Qualification Criteria - Compliance

(Ref ITB-clause 9.2, Schedule VIII Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Bidder's Name\_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.

- 1) Location of the manufacturing Factory
- 2) Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
- 3) Details of arrangement for quality control of products such as laboratory etc
- 4) Details of Technical Supervisory staff-in-charge of production and quality control
  - (a) Skilled labour employed.
  - (b) Unskilled labour employed.
  - (c) The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
- 5) Installed production capacity of item(s) quoted for, with the existing plant and machinery.
  - (a) The installed monthly production capacity for----- and the type of-----
  - (b) What portion of the production capacity shall be reserved for this contract? Indicate reserved capacity in terms of the number of items of Goods per month.
  - (c) average monthly production of -----during the last 5 years on a single shift basis
  - (d) Existing order on hand for -----



- 6) Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished in Form 4.1.
- 7) Details relating to Section VIII: Qualification Criteria.....
- 8) Documents Attached supporting the compliance to qualification criteria:

Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

DA: As above, if any



### Form 4.1: Performance Statement

#### Statement of Supplies During Last Five Years and Outstanding Current Orders

(Ref ITB-clause 9.2 Schedule VIII Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date--- -

.....

(Signature with date)

.....



(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

DA: Performance records/ contracts

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Tender Document - Tend No./ xxxx

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### Form 5: Terms And Conditions - Compliance

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

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

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned

elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

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## Form 6: Check-List for Bidders

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the firm	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration(s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries	
3.b	Self-attested copy of MSME registration	



3.c	Self-attested copy of Start-up registration/ status	
3.d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
4.	If applicable, Form 1.3: OEM's Authorization Form duly filled up (if applicable to Bidder concerned)	
4.a	Self-attested copy of Registration certificates etc. of the OEM/ principal	
4.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of OEM/ Principal	
5.	If applicable, Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs	
5.a	Self-attested copy of Registration certificates etc., of the agent/ dealer.	
5.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.4 of Agent Dealer	
6.	Form 2: 'Schedule of Requirements - Compliance	
7.	Form 3: Technical Specifications and Quality Assurance - Compliance	
7.a	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
8.	Form 4: Qualification Criteria - Compliance	
8.a	Documents Attached supporting the compliance to qualification criteria	
9.	Form 4.1: Performance Statement	
9.a	Documents/ contracts supporting the performance statement	
10.	Form 5: Terms and Conditions - Compliance	
10.a	Documents if any at the option of Bidder, supporting deviation	
11.	Form 6: This Checklist	
12.	Form 7: Documents relating to Bid Security	
13.	If applicable, Form 8: Duly signed Integrity Pact, If stipulated in AITB	
14.	Price Schedule (BOQ) Excel Sheet downloaded from the Portal filled and uploaded)	



15.	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder	
-----	---	--

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]



## Form 7: Documents relating to Bid Security.

(Ref ITB-clause 9.2)

Note: To be submitted as part of Technical bid, along with supporting documents, if any.

Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

### Bid Securing Declaration

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or



- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - (b) Fail or refuse to sign the contract.

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We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - (a) of cancellation of the entire tender process or rejection of all bids or
  - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place ..... [ insert place of signing]

DA:.....

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## Form 8: Integrity Pact

(If stipulated in TIS, ref Claus 8.2.1 of ITB)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

**Integrity Pact for Tender Document No. Tend No./ xxxx; Tender Title:** Turn Key Solution of Hardware infrastructure for IMD DSS .

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_day of the month of \_\_\_\_\_202\_\_at \_\_\_\_\_, India.

### BETWEEN

Procuring Organisation,-----through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. \_\_\_\_\_(hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

### PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 - Commitments of the ‘The Principal’



- 1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal shall exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

## **Section 2 - Commitments of the 'Bidder/ Contractor'**

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
  - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans,



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technical proposals, and business details, including information contained or transmitted electronically.

- d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
- e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.



### **Section 5 - Previous transgression**

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors**

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

- 1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by



the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5) The Principal shall 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 relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after



the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

**Section 10 - Other provisions**

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal



Tender Document - Tend No./ xxxx

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

⇔

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## Appendix to Integrity Pact

### Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all ~~Global~~ (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal/ OEM, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority are given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.



2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.

2.2.3 Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares in case of operation items.

2.3 In either case, in the event of contract, materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named

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## FORMATS

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Tender Document - Tend No./ xxxx

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## Format 1: Contract Form

(Ref Clause 13.2.5 of ITB)

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

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

To

Contractor [Write Name]

Unique GeM Supplier ID:.....

[Complete address of the contractor]

**Subject:** .....

**Ref:** 1. This office' Letter of Award (LoA) No..... dated .....

2. This office Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

, dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')

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

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Goods stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.



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

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

For and on behalf of.....

Received and accepted this contract .....

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

For and on behalf of .....

(Name and address of the contractor)

.....

(Seal of the contractor)

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



## **Format 1.1: Bank Guarantee Format for Performance Security**

(Ref Clause 9.4 of ITB and clause 5.8 of GCC)

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Whereas..... (name and address of the contractor)  
(hereinafter called "the contractor") has undertaken, in pursuance of contract no .....  
date..... to supply..... (description of goods and Works/ Services) (hereinafter  
called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you  
with a bank guarantee by a Commercial bank for the sum specified therein as security for  
compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of  
the contractor, up to a total of ..... (amount of the guarantee  
in words and figures), and we undertake to pay you, upon your first written demand  
declaring the contractor 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 contractor before  
presenting us with demand.

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



This guarantee shall be valid until the .....day of .....20.....

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

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

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

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

A handwritten signature in blue ink, appearing to be 'A. S. S.', is written over a horizontal line.

## Format 1.2: No Claim Certificate

(Refer Clause 12.3.1 of GCC)

(On company Letter-head)

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

Contractor's Reference No. \_\_\_\_\_ Date.....

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

### No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----  
-----

We have received the sum of Rs. (Rupees  
\_\_\_\_\_ only) as final settlement due to us for the  
supply of \_\_\_\_\_  
under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no  
outstanding dispute of any description whatsoever regarding the amounts worked out as  
payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall  
have no further claim whatsoever, of any description, on any account, against the  
Procuring Entity, under contract above. We shall continue to be bound by the terms and  
conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or

officer authorised to sign the contract documents.

on behalf of the contractor

(company Seal)



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

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

A handwritten signature in blue ink, appearing to read 'Aml', is written over a horizontal line.

### Format 1.3: Certification by Prospective Arbitrators

(Ref Clause 11.5.4 of GCC)

To

Head of the Procuring Organisation

Procuring Organisation

[Complete address of the Procuring Entity]

#### Certification by Prospective Arbitrators

1. Name: \_\_\_\_\_
2. Contact Details: \_\_\_\_\_
3. I hereby certify that I am retired officer of [Name of Organisation] retired as \_\_\_\_\_ in \_\_\_\_\_ grade.
4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:-----

5. I have no past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from to time. The details of such relationship or interest are as under:-----

6. There are no concurrent circumstances that are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or



Some circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:-----

(Signature)

(Name & Designation)

A handwritten signature in blue ink, appearing to be 'A. S. S.', written over a horizontal line.

## Format 2: Authorization for Attending Pre-bid Conference.

(Refer ITB-Clause 8)

(on Company Official Letter Head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No./ xxxx; Tender Title: Turn Key Solution of Hardware infrastructure for IMD DSS .

Subject: Authorization for attending Pre-bid Conference on \_\_\_\_\_(date).

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

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend.



2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of bidder

or

Officer authorized to sign the bid.

Documents on behalf of the bidder

[name & address of Bidder and seal of company]

A handwritten signature in blue ink, appearing to read "A. Paul", is written over a horizontal line.

Tender Document - Tend No./ xxxx

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**Guidance Note**  
**for**  
**Procuring Entities**

**For Internal Official use only - Not for Bidders**

This Guidance note would help customise the Model Tender Document for your Organisation and each specific procurement of Services.

Guidance Note for Procuring Entities

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## Guidance Note for the Goods - Model Tender Document

### 1. Applicability

1.1 This document is advisory and aims to facilitate Procuring Entities in preparing Tender Document for Procurement of Goods. The document is based on General Financial Rules 2017, Manual for Procurement of Goods 2017 as amended until publishing. This document does not intend to replace alternative Tender Document as agreed (if any) with the Multilateral Development Banks (MDBs), i.e. The World Bank, Asian Development Bank etc., for procurements financed by loans/ grants extended by such MDBs.

1.2 This Document is for use by Central Government Ministries/ Departments and their attached and subordinate offices, Central Public Sector Entities, Autonomous Bodies and Statutory Bodies. There is no restriction on its adoption by State Governments or other agencies

1.3 Major Goods procuring Ministries/ Departments inter-alia Ministry of Defence; Ministry of Railways and certain large CPSEs, who have well-established Tender Documents for their unique individual requirement may continue to use such documents. They may, however, use this document for guidance to revise their documents.

1.4 The Model Tender Document is generic for open tenders through the GePNIC portal. It is not suitable for procurement below the threshold for Open Tender (Rs 25 Lakh, or any other amount in your Schedule of Powers), which require only a short Tender Document.

### 2. Nomenclature Conundrum

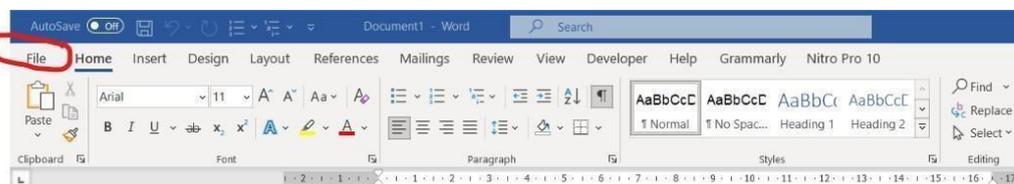
There is no standardised nomenclature in Public Procurement in India, and a mix of American, European, and British/ Indian nomenclature has become common. 'Tender' is taken to mean (i) 'Tender Document' or 'Tender Process' as well as (ii) the 'Bid' submitted by the bidders. The Tender Document floated by Procuring Entity is also called a Bid Document. Similarly, participants in a Tender are alternatively called tenderers and bidders. This duality is reflected in "Notice Inviting Tenders' and 'Instructions to Bidders' etc.

Although this is not an appropriate forum to discuss this topic in detail that it deserves, an attempt is made to standardise for this document 'Tender' for the (i) above and Bid for (ii) and hence Bidder is used instead of Tenderer, and the document is being called 'Tender Document' instead of 'Bid Document'. Similar attempts are made to standardise other nomenclature in this document without disturbing the nomenclature embedded in the CPPP portal.

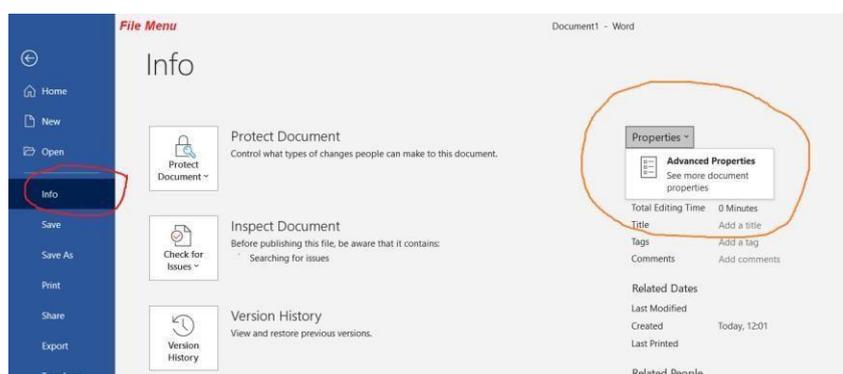
### 3. The process to modify Custom fields in the Model Tender Document to suit your Organisation and a specific procurement

3.1 Certain generic variables used throughout the document are embedded as the Custom fields in the word file. These fields (refer para 4 and 6 below) can be changed in one go throughout the document (including headers and footers) to suit your Organisation. The process to change these fields in the Model Tender Document file is as follows:

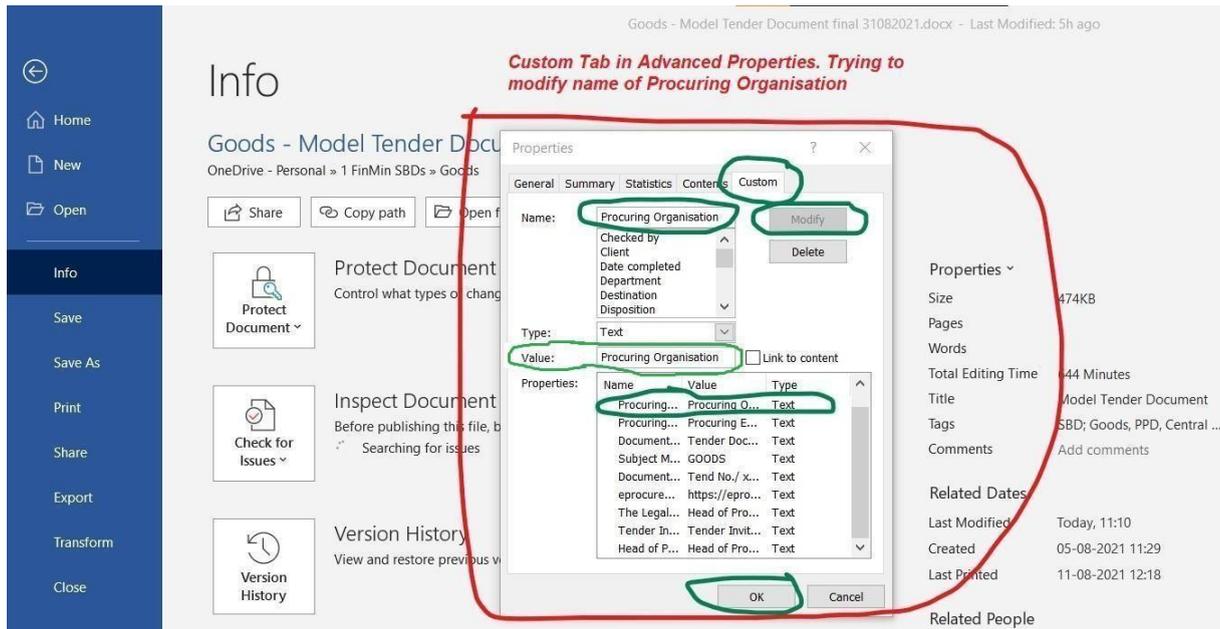
- a) Click 'File' (top left) menu, and in the "File" menu, select 'Info' (4th from top) on the left side panel



- b) On the right-side panel of Info is 'Properties' and dropdown to click 'Advance Properties'



- c) Select the 'Custom' tab in 'Advanced Properties'.
- d) Select the specific property in the custom tab and 'Modify' in the 'value' box and click 'OK' to save.



- Make such changes to all the fields to be changed.
- To populate these changed fields throughout the document (including headers or footers): from the editing menu, 'select all' (or Ctrl+A to select all text) to select the whole document.
- Press F9 to update all fields (some computers need Fn+F9). Verify if changes have occurred in the document.
- Save the Model Tender Document file under a new name.

#### 4. Customise Model Tender Document to serve as a Model Tender Document for your Organisation.

Firstly, customise the Model Tender Document to reflect the custom fields that would apply to all future procurements so that the document becomes a Model Tender Document for your Organisation. These are:

- Name of Custom Field and existing value: 'On behalf of' and 'President of India' ('the' article is in the text). In the Central Government entities, tenders are invited on behalf of the 'President of India'. No change is required for such entities. In the case of CPSE or States, this may be suitably changed to the 'Chairman and Managing Director (CMD)' or the 'Governor of-----'.
- Name of Custom Field and existing value: 'Procuring Organisation' and 'Procuring Organisation'. The Organisation's actual name can be substituted here (e.g., Department of Expenditure).
- Name of Custom Field and existing value: 'The Legal Head' and 'Head of the Procuring Organisation'. The Head of the Organisation usually is the authority that

appoints Arbitrators and Conciliators. The authority's actual designation (for such appointments) can be substituted here (e.g., Jt Secretary).

- d) Name of Custom Field and existing value: 'Procuring Entity' and 'Procuring Entity'. This entity floats the Tender. The actual name of such entity can be substituted here (e.g., Procurement Policy Division).
- e) Name of Custom Field and existing value: 'Head of Procurement' and 'Head of Procurement'. The Head of the Procuring Entity is usually the competent financial authority for procurement matters. The authority's actual designation (for such procurement powers) can be substituted here (e.g., General Manager Procurement).
- f) Name of Custom Field and existing value: 'eProcurement URL' and 'https://eprocure.gov.in/eprocure/app'. This field is the URL address of the organisation's e-Procurement portal. If different than this, the actual URL used by the Organisation can be substituted here.
- g) Name of Custom Field and existing value: 'Tender Inviting Authority' and 'Tender Inviting Authority'. This officer (named TIA in the portal) uploads the Tender Document and is the nodal officer interacting with the e-Procurement portal. If more than one TIAs are there, then do this modification for each specific procurement document and not in the Organisation's Model Tender Document. Otherwise, actual designation (for such function) can be substituted here (e.g., Dy. Manager).
- h) Since such changes are not likely to alter the pagination, there is no need to update the Table of Content.
- i) After making these modifications save the file under a suitable name as the Model Tender Document for your Organisation. This Model Tender Document can be used in all future procurements of Goods in the Organisation.

## **5. Customise Model Tender Document for a specific Type of Tender Process**

5.1 The Model Tender Document, and as it stands, is customised for Single Stage, Two Covers, Domestic Open Tenders through GePNIC eProcurement of general Goods.

With suitable customisation, it can be used for Capital Goods, Rate-Contract, Tender-cum-Auction; Single Cover, or the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting of qualified bidders in the EoI/ PQB stage.

5.2 As a convention, in the Model Tender Document, all grey text in italics within curly brackets {as at the beginning of TIS} must be deleted before publishing. All grey text in italics within square/ box brackets [as in the tabular entries in TIS] must be replaced by appropriate information.

### **5.3 Instead of two Covers system of tendering, a Single Cover system**

Make changes in the following sections of the Model Tender Document:

- a) Appendix to NIT (TIS) – in 1.0 Basic Details – No. of Covers
- b) Section III: AITB – in ITB 12.2.2

**5.3 Instead of a Single-Stage Bidding system, the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting of qualified bidders in the EoI/ PQB stage**

Make changes in the following sections of the Model Tender Document:

- a) Appendix to NIT (TIS) – in 1.0 Basic Details – Bidding System
- b) Section III: AITB – in ITB 12.2.2

**5.4 instead of Open Tender - Domestic a ~~Global~~ Tender Enquiry**

Make changes in the following sections of the Model Tender Document:

- a) Appendix to NIT (TIS) – in 1.0 Basic Details – Tender Type
- b) Section III: AITB – in ITB 6.1.6 and 12.4.2. Here any other detail like currencies allowed to be quoted etc., may be added.

**5.5 If an e-Reverse auction is to follow the usual Financial Bid opening in Tender-cum-Auction System**

Make changes in the following sections of the Model Tender Document:

- a) Appendix to NIT (TIS) – in 1.0 Basic Details – e-Reverse Auction
- b) Section III: AITB – in ITB 12.4.3. Here any other relevant details may be added.

## 5.6 Procurement of Capital Goods/ Machinery and Plant

Special provisions are needed in case of such procurements. Make changes in the following sections of the Model Tender Document:

- a) Appendix to NIT (TIS) – in 1.0 Basic Details – Tender Category
- b) Section III: AITB – in ITB 6.1.3. Here any other relevant details may be added.
- c) Section V: SCC – in GCC 6.1, 6.6, 6.7. Also, mention any incidental works/ services required, e.g., installation, commissioning, operator’s training, AMC etc.

## 5.7 For entering into Rate Contracts

Special provisions are needed in case of such procurements. Make changes in the following sections of the Model Tender Document:

- a) Appendix to NIT (TIS) – in 1.0 Basic Details – Tender Type
- b) Section III: AITB – in ITB 13.1.3. Here any other relevant details may be added.
- c) Section V: SCC – GCC 10.1.6 – invoke applicability of fall clause.

## 6. Modify Custom Fields in Model Tender Document for a specific procurement

- a) Name of Custom Field and existing value: ‘Tender Inviting Authority’ and ‘Tender Inviting Authority’. If your Organisation has different TIAs for different tenders, then the actual designation of the TIA should be modified for each specific procurement, as per para 4 g) above. Otherwise, don’t change this field.
- b) Name of Custom Field and existing value: ‘Subject Matter of Procurement’ and ‘GOODS’. A short description of the Goods being procured is mentioned in the headers and at other places in the Tender Document. Substitute here the short description of Goods being procured (e.g., Printer Paper A4, white, 75 gsm). The Rate Contract tender process should mention ‘To enter into Rate Contracts for the supply of (name of the Goods)’.
- c) Name of Custom Field and existing value: ‘Document Number’ and ‘Tend No./ xxxx’. Tender (Reference) Number is mentioned in the headers and at other places in the Tender Document. Substitute the actual Tender Number here. You would not have to type this information repeatedly.

## 7. Filling data for a specific procurement

**7.1 Portions that need not be modified for a specific procurement:** A significant portion (75%) of the Model Tender Document need not be modified for a specific procurement.

These portions are:

- a) Section I: Notice Inviting Tender (NIT): The NIT provides sufficient information to Bidders to help in deciding on participation. It gets customised through the custom

fields as in para 4 and 6 above. It is designed to separate variable information in its appendix – Tender Information Summary (TIS). TIS also serves as a central repository of Tender parameters along with AITB (Appendix to ITB). Therefore, the NIT does not require modification for a specific procurement.

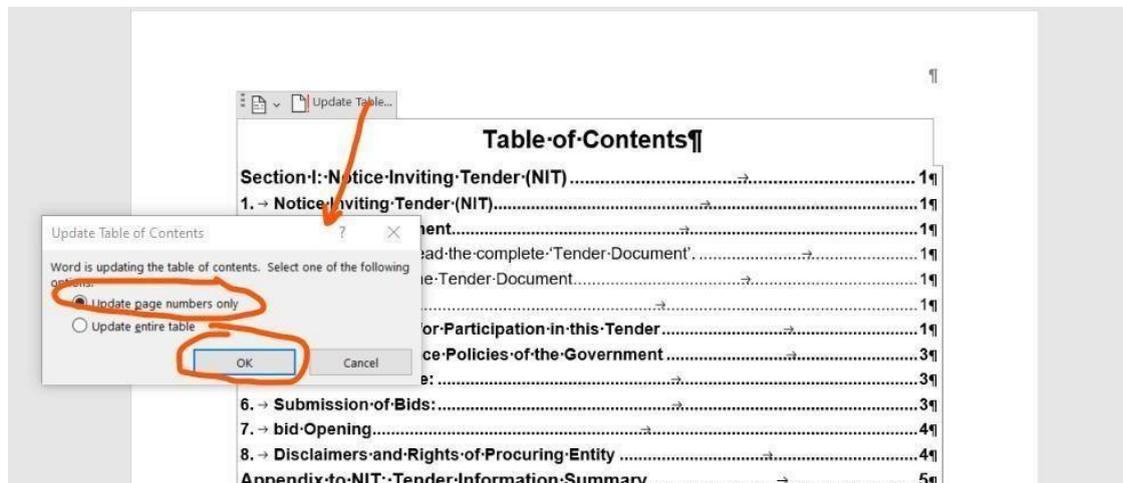
- b) Section II: Instructions to Bidders (ITB) – It provides instructions and information to Bidders regarding the Tender Process upto Letter of Award (LoA). ITB need not be changed since any changes required are to be entered in Section III: Appendix to ITB (AITB).
- c) Section IV: General Conditions of Contract (GCC). It contains standard conditions of the contract. It is designed to be self-contained without reference to other sections, except SCC. GCC need not be changed since any changes required are to be entered in Section V: Special Conditions of Contract (SCC).
- d) All Bidding Forms are to be filled by the Bidders and should be left unchanged.
- e) All Formats also are to be left unchanged

**7.2 Portions to be filled in for a specific procurement:** A small portion (approx. 10%) of the Model Tender Document need to be modified for a specific procurement. These are:

- a) Tender Information Summary (TIS, appendix to NIT) contains variable information of the NIT. It supplements AITB in providing salient parameters of Tender in tabular form, which used to be earlier interspersed all over the older Tender Documents. Sufficient guidance is written in the TIS to guide you in filling it. Also, see para 5 above.
- b) Section III: AITB modifies the standard provisions of ITB. Sufficient guidance is written in the AITB to guide you in filling it. Also, see para 5 above.
- c) Section V: SCC modifies the standard provisions of GCC. Sufficient guidance is written in the SCC to guide you in filling it. Also, see para 5 above.
- d) There are specific clauses that act like double-edged swords and are appropriate only for restricted procurement situations. Their use in regular procurement may enhance risk perception (and quoted prices) by the Bidder without any commensurate benefit to the Procuring Entity. These clauses are enabled as dormant and shall not apply unless expressly invoked in the SCC. So, if warranted, explicitly enable these, e.g. in the case of Rate Contract (para 5.7 above), Fall Clause should be expressly invoked.
  - GCC-clause 5.10 (Book Examination clause): This is too onerous for the Bidder and is rarely used and may be relevant only for an exceptionally high-value procurement where undue profiteering is an assessed risk. The Bidder would hedge his prices for the perceived costs and disruptions.
  - GCC-clause 5.12 (Labour Codes and Related Obligations): This usually is not relevant in the procurement of Goods, except rarely in large Capital Goods

- procurements, involving a significant presence of contractor's personnel during installation and testing.
- GCC-clause 6.5 (Quantity Option clause): This may be useful for repetitive annual/ long-term procurements, where quantity forecast has large variability. In inappropriate situations, the Bidder may hedge his prices for the uncertainty in quantity.
  - GCC-clause 10.1.6 (Fall clause): This may be useful in long-term procurements (e.g. Rate-contracts) for goods procured by many agencies or where prices typically decrease due to technological trends. In inappropriate situations, it may prevent the bidders from passing the benefits of a downward trend of prices in subsequent procurements.
- e) Section VI: Schedules of Requirements specifies Scope of supplies, Delivery Terms, Delivery Schedule, Logistics requirements. Section VI may be filled to reflect the complete scope of the requirement. The requirements may consist of more than one schedule. Each schedule may contain more than one Goods. Description of Goods here should be detailed enough but should leave technical aspects to Section VII: Technical Specifications and Quality Assurance. Pay special attention if incidental works/ services are included, especially in Capital Goods, Machinery & Plant (Para 5.6 above).
- f) Section VII: Technical Specifications & Quality Assurance mentions the technical specifications and quality assurance requirements. Mention here Warranty obligations, Environmental compliance, Energy-saving requirements, e.g., BEE star classification etc., if not covered elsewhere in Tender Documents. Mention type of Inspection, Inspection agency, Tests required etc., if not covered in Technical Specification.
- g) Section VIII: Qualification Criteria details the qualification criteria distinguished from the eligibility criteria mentioned in NIT-clause 3. Qualification Criteria should be commensurate with the expertise required to supply Goods to required standards and quality since unduly onerous qualification criteria would restrict competition and lead to higher prices. If the procurement is minor or routine, qualification criteria may be simplified. Guidance is provided in filling this schedule in the Model Tender Document. Please refer to Annexure 9 (as amended to date) of the Manual for Procurement of Goods, 2017, for further guidance. Also mention, If any, and to what extent dispensation from Qualification Criteria shall be permissible for Start-ups under ITB 4.3.2-2) and to MII-JVs under ITB 4.1.8-2. Pay special attention in the case of Capital Goods, Machinery & Plant and Rate Contracts, where detailed qualification criteria would be required.

- h) After this, the customisation of the Tender Document is complete. Now update the Table of content by clicking on the 'Update Table' on the Reference menu, Table of content. Select 'Update page numbers only'.



- i) **Price Schedule (BOQ)** should be compatible with the CPPP portal. Hence a suitable BoQ template (item rate BOQ Template) may be downloaded from the portal and filled up for uploading. Screenshots of sample BoQ from the CPPP portal are annexed for guidance.

## 8. Disclaimer

While every care has been taken to ensure that the contents of this document are accurate and updated upto 31-08-2021, procuring entities are advised to check specific current provisions of law and other applicable instructions from sources. If a conflict with source documents is noticed, such as GFR or the prevailing laws, this document may be suitably modified. PPD, DoE, Ministry of Finance may be apprised of such changes.

## 9. Compliance with Government Policies/ Orders

The Tender Inviting Authority (TIA) should confirm that while formulating the Tender Document, the following regulations (including subsequent revisions, if any) have been complied with:

Sr No.	Description	Subject
1.	Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/24th July 2020 (as amended on 08th February 2021)	Eligibility of bidders from specified countries

2.	Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications dt 20.09.2016; 27.07.2019; 29.06.2020	Relaxation of prior turnover and experience for Start-ups
4.	Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 and its amendments 09.11.2018;	Purchase Preference and facilities to MSEs
5.	“Public Procurement (Preference to Make in India) Order 2017” (PPP-MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised by No. P-45021/2/2017-PP (BE-II) dated 16th September 2020	To encourage 'Make in India' and promote manufacturing and production of goods and services in India.
6.	No.F.6/ 18/ 2019-PPD Dated the 23rd January 2020 (as amended on 23rd October 2020) issued by Procurement Policy Division, Department of Expenditure Ministry of Finance	Undertaking that category of goods/ services being tendered/ procured is not available on GeM. It is confirmed that the unique GeMAR&PTS ID or approval of associated Finance for urgency has been furnished on the portal.

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### Sample 1 of a BOQ (Item-rate BOQ from CPPP)

NIT No: SMLT/MMP/407/1000052415

Name of the Bidder / Bidding Firm / Company :

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:-

- Unit price of the item is to be quoted in this BOQ.
- GST is required to be mentioned in terms of percentage. In case prices are not mentioned and GST is not quoted, offer is liable to be rejected. If GST is indicated as Zero/ not applicable, the reason must be mentioned in the offer along with the HSN code of the materials.
- Transit insurance shall be arranged by Nalco & therefore bidders are not required to include transit insurance in their offer.
- For payment other than stipulated payment term, the quoted price of the tenderer shall be suitably loaded at the rate as decided by NALCO. Any condition or component of the tender having a financial bearing on arriving at the landed price or otherwise to Nalco, if not quoted or agreed to in the tender, shall be suitably loaded to quoted price for comparison purpose.
- Any reduction in rate of Tax on supply of goods or benefit of input tax credit shall be passed on to NALCO by way of commensurate reduction in prices.
- Please quote your price as per material description mentioned in NIT. Deviation to the specification should be attached separately otherwise it will be presumed that your offered product is as per the NIT specification.

NUMBER	TEXT	TEXT	NUMBER	TEXT	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	CGST	SGST	IGST	NUMBER	NUMBER	TEXT			
Sl. No.	Item Description	Item Code / Make	Quantity	Units	HSN Code	BASIC PRICE PER UNIT in Rs.	P&F CHARGES PER UNIT in Rs.	Freight charges up to NALCO SMELTER STORE PER UNIT	Discount (if any) per unit in Rs.	SubTotal (13-14+15-16)	Rate in % To be entered by the Bidder	Amount	Rate in % To be entered by the Bidder	Amount	Rate in % To be entered by the Bidder	Amount	Landed Unit price at NALCO SMELTER STORE in Rs. (17-19-21-23)	Landed Total Price at NALCO SMELTER STORE in Rs. 4*(17-19-21-23)	TOTAL AMOUNT In Words
1	2	3	4	5	8	13	14	15	16	17	18	19	20	21	22	23	53	54	55
1.00	IE3 MOTOR 15KW 1455 RPM Fr. 180MB3, S1	74449001620	5	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
2.00	IE3 MOTOR 15KW 1450 RPM Fr. 160MLB3, S1	74449001630	5	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
3.00	IE3 MOTOR 2.2KW 1410 RPM Fr. 100MB5, S1	74449001640	10	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
4.00	IE3 MOTOR 5.5KW 1440 RPM Fr. 132SB5, S1	74449001650	10	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
5.00	IE3 MOTOR 2.2KW 1440 RPM Fr. 100LB5, S1	74449001660	10	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
6.00	IE3 MOTOR 7.5KW 2870 RPM Fr. 132SB3, S1	74449001680	5	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
7.00	IE3 MOTOR 22KW 1450 RPM Fr. 180LB35, S1	74449001690	5	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
8.00	IE3 MOTOR 1.1KW 1400 RPM Fr. 90SB3, S1	74449001700	10	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
9.00	IE3 MOTOR 5.5KW 1440 RPM Fr. 132SB35, S	74449001710	5	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
10.00	IE3 MOTOR 3.7KW 1440 RPM Fr. 112MB4, S1	74449001720	5	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
11.00	IE3 MOTOR 7.5KW 1450 RPM Fr. 132MB3, S1	74449001730	5	EA						0.00		0.00		0.00		0.00	0.00	0.00	INR Zero Only
<b>Total in Figures</b>																	0.00	0.00	INR Zero Only
<b>Quoted Rate in Words</b>											INR Zero Only								

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### Sample 2 for Global Tender BOQ (from CPPP)

Validate		Print		Help		ate BoQ										
Tender Inviting Authority: Indian Institute of Technology Jammu																
Name of Work: Global Tender for procurement of Optical Cryostat																
Contract No: IITJMUJEE/SP-28/2021-22																
Name of the Bidder/ Bidding Firm /																
<b>PRICE SCHEDULE</b>																
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ) As per Notification No. 49/2007- Central Tax (Rate) dated 14.11.2017 and 47/2017-Integrated Tax (Rate) dated 14.11.2017, issued by Ministry of Finance, IIT Jammu will avail 5% GST rate, on the items, as mentioned in the Notification.																
NUMBER #	TEXT #	NUMBER	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Unit Price in Quoted Currency	GST in % on Unit Price	GST in Rs. On Unit Price	Ex-works price	Packing + Handling + DOC + Inland Freight + FCA Charges in Quoted Currency	FOB FCA Airport Price/Sea Port	Insurance + Freight on Unit Price in Quoted Currency	Other Charges in Quoted Currency	CIFCIP New Delhi Price	TOTAL AMOUNT WITHOUT TAXES	TOTAL TAXES	TOTAL AMOUNT In Words
1	2	4	5	12	13	16	17	21	22	23	26	27	28	53	54	55
1	<b>Main Item:</b>															
1.01	Optical Cryostat	1.00	Nos	INR			0.00	0.00		0.00			0.00	0.00	0.00	INR Zero Only
2	<b>Optional Item:</b>															
2.01	6 feet steel made bellow type pumping line for connecting pump and cryostat	1.00	Nos	INR			0.00	0.00		0.00			0.00	0.00	0.00	INR Zero Only
2.02	Necessary clamps, metal centering ring, rubber o-ring, flange adapters, blank flanges. (Necessary Nos. as per requirement)	1.00	Nos	INR			0.00	0.00		0.00			0.00	0.00	0.00	INR Zero Only
2.03	Apeizon low temperature grease	1.00	Nos	INR			0.00	0.00		0.00			0.00	0.00	0.00	INR Zero Only

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**Procuring Organisation**

**Tender Document**

**Tender Reference Number: Tend No./ xxxx**

**For Procurement of**

**GOODS**

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