



भाकृअनुप – राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR–National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलुरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064



STANDARD ONLINE (E-PROCUREMENT MODE) BIDDING DOCUMENTS FOR
PURCHASE OF GOODS

**Document to be submitted online
for
(Technical & Financial Bid as per Schedule of requirement)**



NOTICE INVITING ON-LINE TENDER

File No. 6-59(4)/NADCP/NIVEDI /2020-21/

Dated: 23.03.2021

National Institute of Veterinary Epidemiology and Disease Informatics (NIVEDI) is a public funded Research Organization under Indian Council of Agricultural Research, Department of Agricultural Research and Education, Ministry of Agriculture and Farmers Welfare, Government of India.

The Director, ICAR-NIVEDI, Bengaluru, India, invites online e-tenders through the website [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) under different bid systems as mentioned against each item from eligible and qualified bidders for the supply of the following goods.

Sl. No.	Name of item	Quantity of purchase	Earnest money Deposit	Type of bid/ Cover system	Detailed Specifications Page No.
1.	High End GPU Tower Workstation	01	Rs.20,000.00	Two Bid	40-41

The following are the tender schedule: -

Tender ID (To be allotted by portal after uploading of tender)	Shall notify on the website of ICAR-NIVEDI www.nivedi.res.in
Tender Reference No.	File No. 6-59(4)/NADCP/NIVEDI /2020-21/ Dated: 23.03.2021
Date of release of Tender through e-procurement Portal	23.03.2021 17.00 hrs
Last date & time for submission of online bid	12.04.2021 13.00 hrs
Date & time for opening of technical bid	13.04.2021 14.00 hrs
Date & time for opening of financial bid	To be notified later.
Address for Communication	Director, ICAR-NIVEDI, Post Box No. 6450, Ramagondanahalli, Yelahanka, Bengaluru-560 064

IMPORTANT NOTES:-

1. Tender Documents can be downloaded from ICAR-NIVEDI website www.nivedi.res.in or from the Central Public Procurement Portal [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website: [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) for participating in the bidding process. Bidders should also possess a valid Digital Signature Certificate (DSC) for online submission of bids.
2. **Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
3. ICAR-NIVEDI reserves the right to accept/reject any or all the tenders in part/full without assigning any reason thereof.
4. ICAR-NIVEDI will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer tender portal. Hence, bidders are advised to register in e-tendering website [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) and enroll their Digital Signature Certificate and upload their quotation well in advance.
5. **Any change/corrigendum/extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.**
6. The bidders need not upload the scan copy of signed tender documents, however they should upload the scanned copy of duly signed tender acceptance letter as per Section VII/5.
7. Uploading of Technical bid in Cover-1 is mandatory. The technical bid shall contain Model No./Part No./Description of item/Quantity/Country of origin/Payment Terms/Warranty/Delivery Period/Estimated cost of Freight & Insurance. Incomplete and Unsigned technical bid is liable to be rejected.

Place: Bengaluru

Asst. Administrative Officer

Date: 23.03.2021

For Director



भाकृअनुप-राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR–National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलूरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064

Ph: +91 80 23093110/+ 91 80 23093111 Fax: + 91 80 23093222



INSTRUCTIONS TO THE TENDERERS

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)

For Registration

2. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
3. Foreign Bidders have to refer “**DSC details for foreign Bidders**” for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=StandardBidding Documents &service=page> and the remaining part is same as above and below.
4. The intending Tenderer, in case of Prime Equipment Manufacturers shall upload a self-declaration on their letter-head as PDF file in Cover-I of e-tender along with the tender documents confirming that they are regularly manufacturing, supplying, installing, testing & commissioning of the similar equipment for the last 2 years.
5. The intending Tenderer, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers. The tenderer shall enclose the copy of the same as PDF file in Cover-I of the e-tender while submitting the tender.
6. The equipment shall be in compliance with the specifications mentioned in Annexure – I of the tender and shall be of the latest technology, best quality and high standards.
7. Any optional accessories/ tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, be provided with their full technical details including their use and advantage in a separate sheet with the tender documents. Minimum two years warranty has to be provided for the equipment
8. No extra payment shall be paid on account of any discrepancy in nomenclature of items.

9. **While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.**
10. Director, ICAR-NIVEDI, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
11. The Technical Committee constituted by the Director, ICAR-NIVEDI shall have the right to verify the particulars furnished by the bidder independently.
12. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. ICAR-NIVEDI, Bengaluru before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
13. **Those firms which are quoting their bids on F.O.B. basis only should necessarily mention the freight (air freight or sea freight) and insurance charges in the Technical bid for comparing the price, failing which their bid is liable to be rejected.**
14. The item should be delivered at ICAR-NIVEDI, Bengaluru and the supplier shall be responsible for any damage during the transit of goods.
15. **All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.**
16. All the communications with respect to the tender shall be addressed to:

The Director,
ICAR-NIVEDI,
Post Box No. 6450,
Ramagondanahalli,
Yelahanka,
Bengaluru-560 064.



भाकृअनुप-राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलूरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064



1. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may **submit online bids for each of the above equipment** along with all requisite documents and scanned copies of P.O. for each bid and Bid Security.
2. **The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.**
3. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
4. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The ICAR- NIVEDI, Bengaluru reserves the right to accept or reject any or all the tenders.
5. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:-
<http://eprocure.gov.in/eprocure/app?page=HelpForContractors> & service page
6. **Bid Security (EMD):** The units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department or Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) shall be exempted from the payment of Bid Security (Earnest Money Deposit) as defined under Rule 170(1) of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format. **The Indian Agents of foreign firms registered with DGS&D are not eligible for exemption from submission of Bid Security.**
7. In case the unit is not covered as above, it shall submit the offer along with the **Bid Security (EMD) for the amount mentioned against each equipment/Instrument.**
8. The Bid Security can be submitted in the form of Account Payee Demand, Fixed Deposit Receipt /Bankers cheque in favour of “ICAR Unit - N I V E D I A / c ” p a y a b l e at Bengaluru. This has to be submitted to this office on or before **12.04.2021**. Name of the Tenderer and Tender reference number has to be furnished behind the EMD DD/Bankers cheque. The scanned copy of Earnest Money Deposit byway of Demand Draft/Bankers Cheque/Fixed deposit in PDF form should be included in Cover-I of the E-tender. The offers without bid security will be rejected.
9. The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.
10. The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items.

Preparation of bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers (**e-tender system**) in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from the same may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/ XLS/ RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “**My Space**” area available to them to upload such documents. These documents may be directly submitted from the “**My Space**” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. The bidders are required to download the BOQ file, open it and complete the white coloured (unprotected cells with their respective financial quotes and other details (such as the name of the bidder) No other details should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **18002337315**.

General Instructions to the Bidders

- 1) The tenders will be received through <http://eprocure.gov.in/eprocure/app>. In the Technical bids, the bidders are required to upload the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

KIND ATTENTION: FOR TAKING ASSISTANCE, IF ANY

**CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free
No.:18002337315, 180030702232 Mobile: 91+7878007972, 91+7878007973**

Asst. Administrative Officer



भाकृअनुप-राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलूरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064



ONLINE BIDDING DOUCMENTS FOR PURCHASE OF GOODS

CONTENTS

Section I	Invitation for On-line Bids
Section II	Instructions to Bidders
Section III	General Conditions of Contract
Section IV	Schedule of Requirements
Section V	Technical Specification and Quality Control Requirement
Section VI	Questionnaire
Section VII/1	On-line form and Price Schedule (Format I & II)
Section VII/2	Manufacturer's Authorization Form
Section VII/3	Self-Declaration of Prime Equipment Manufacturer
Section VII/4	Bank Guarantee Form for Performance Security
Section VII/5	Scanned copy of Income Tax Returns for the last 3 financial years
Section VII/6	Tender Acceptance Letter
Section VII/7	Advance Tender Search in Central Public Procurement Portal Website



भाकृअनुप-राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलुरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064



SECTION II- INSTRUCTION TO BIDDERS (ITB)

TABLE OF CLAUSES

A Introduction

1. Source of funds
2. Eligible goods and services
3. Cost of bidding
4. Content of online bidding documents
5. Clarification of online bidding documents
6. Amendment of online bidding documents

B Preparation of Bids

7. Language of online bid
8. Documents constituting the bid
9. On-line Bid form
10. Online Bid prices
11. Bid currencies
12. Indian Agent
13. Documents establishing bidders Eligibility and qualifications
14. Documents establishing good's eligibility And conformity to bid documents
15. Bid security
16. Period of validity of online bids
17. Format and signing of online bid

C. Submission of Bids

18. Sealing and marking of bids
19. Deadline for submission of online bids
20. Late bids
21. Modification and withdrawal of online bids

D. Bid opening and Evaluation

22. Opening of online bids by purchaser
23. Clarification of online bids
24. Preliminary examination of online bids – unresponsive, substantially responsive and responsive online bids
25. Conversion to single currency
26. Evaluation and comparison of bids
27. Bidder's capability to perform the contract
28. Purchaser's right to accept any online bid and to reject any or all online bids
29. Contacting the purchaser

E. Award of contract

30. Award Criteria
32. Purchaser's right to vary quantities at the time of Award
33. Notification of Award
34. Signing of contract
35. Performance Security.



INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1. Source of funds

The expenditure to be incurred for this intended purchase will be met from the funds available with the

- 1.1 purchaser named in the Schedule of requirements, hereinafter referred to as “the purchaser”.

2. Eligible bidders

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

3. Cost of bidding

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

B. THE ONLINE BIDDING DOCUMENTS

4. Content of online bidding documents

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

- a. Instruction to Bidders (ITB).
- b. General Conditions of Contract (GCC)
- c. Schedule of Requirements
- d. Technical specification and Quality Control Requirements
- e. Questionnaire
- f. Online Bid Form and Price Schedules
- g. Bank Guarantee Form for Bid Security.
- h. Scanned copy of Income Tax for the last 3 financial years
- i. Manufacturers Authorization Form
- j. Prime Equipment Manufacturers Self Declaration
- k. Bank Guarantee Form for Performance Security.
- l. Contract Form

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

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

5. Clarification of online bidding documents

- 5.1 A prospective bidder requiring any clarification in connection with the online bidding documents may notify the purchaser in writing or by email at the purchaser's mailing address (aao.nivedi@icar.gov.in) or director.nivedi@icar.gov.in indicated in the **Schedule of Requirements**. The purchaser will respond in writing to any request for clarification of online bidding documents which it receives not later than 21 (twenty one) days prior to the deadline for submission of online bids prescribed by the purchaser. The purchaser, at its discretion, may send the relevant text of this correspondence (without identifying the source of inquiry) to all the prospective bidders, which have received the online bidding documents.

6. Amendment of online bidding documents

- 6.1 At any time prior to the deadline for submission of online bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the online bidding documents by amendment.
- 6.2 The amendment will be notified in writing or by fax or email to all prospective bidders, which have received the online bidding documents and will be binding on them.
- 6.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their online bids, the purchaser may, at its discretion, extend the deadline for the submission of online bids and other allied time frame having linkage with that deadline.

C. PREPARATION OF ONLINE BIDS

7. Language of online bid

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

8. Document constituting the online bid

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

NOTE: An online bid which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be declared non-responsive and summarily rejected.

9. Online Bid Form

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

10. Online Bid prices

- 10.1 The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it Proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the **“Schedule of Requirement” and to Offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.**
- 10.2 Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India

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

II For goods offered from abroad-

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

- d) The price of incidental services as and if listed in the **schedule of Requirements**.
 - e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser.
- 10.3 The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- 10:4 The bidder's separation of the price components in accordance with ITB clause 10.2 above will be solely for the purpose of facilitating the comparison of online bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.
- 10.5 Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the **Schedule of Requirements**. If the requirement is for a fixed price bid, an online bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB clause 23.

11 Bid currencies

- 11.1 For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only in a manner as specified in ITB Clause No.12.2. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency (currencies) and the portion of the allied work and services, which are to be Undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency.

12. Indian Agent

- 12.1 If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
- i) The name and address of the Indian agent with their permanent income tax number.
 - ii) The details of the services the agent will render.
 - iii) The amount of remuneration for the agent, included in the FOB component of the bid price.
- 12.2 The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidders's agent in Indian rupees using the telegraphic transfer buying rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.

13. Documents establishing bidder's eligibility and qualifications

- 13.1 Pursuant to ITB clause 8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the bidders' qualifications to perform the contract if its online bid is accepted, shall establish to the purchaser's satisfaction:

- a) That, in the case of bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in section VII/3) by the **good's** manufacturer or producer to supply the goods in India. **The Authorization Certificate should be from the "Manufacturer" only and certificate from any other firm/person including OEM arrangements would be not be accepted.**
- b) That the bidder has financial, technical and production capability necessary to perform the contract and, also, it meets the criteria indicated in the Schedule of Requirements.
- c) That, in the case of bidder not doing business in India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the Supply, maintenance, repair and spare parts stocking obligations prescribed by the conditions of contract and or technical specifications.
- d) That such an agent (w.r.t sub para c above) is enlisted with Directorate General of Supplies & Disposals, Jeevan Tara Building, Sansad Marg, New Delhi 110 001 under the scheme of Ministry of Finance, Govt. of India for compulsory enlistment of Indian agents.
- e) If an agent in its bid submits quotations on behalf of more than one manufacturer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such quotation and authorization from the respective manufacturer (as per authorization form in section VII/3). Otherwise all such quotations will be rejected as non-responsive.

14. Documents establishing good's eligibility and conformity to online bidding document.

14.1 **Pursuant to clause 8, the bidder shall furnish, as part of its online bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.**

14.2 The documentary evidence for eligibility of the goods and services shall consist of a statement in the price schedule, about the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 **The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, data etc. and shall consists of:-**

- a) A detailed description of the goods, essential technical and performance characteristics.
- b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years (or more, if specified in the schedule) following commencement of the use of the goods by the purchaser; and
- c) A clause – by- clause commentary on the purchaser's "Technical Specifications" demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the "Technical specifications".

- 14.4 For purposes of the commentary to be furnished to ITB clause 14.3 c above, the bidder shall note that the standards of workmanship, material and equipment and reference to brand names or catalogue numbers, if any designated by the purchaser in its „Technical Specifications “ are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser’s satisfaction that the substitutions are substantially equivalent or superior to those mentioned in the “Technical Specifications”.

15. Bid Security

- 15.1 Pursuant to clause 8, the bidder shall furnish as part of its online bid, a bid security of an amount specified in the Schedule of Requirements.
- 15.2 The bid security is required to protect the purchaser against risk of bidder’s conduct, which would warrant the security’s forfeiture, pursuant to ITB clause 15.7.

- a) Deposit by way of Demand Draft/Bankers Cheque/Fixed Deposit receipt in PDF form should be included in Cover-I of the E-tender. The offers without bid security will be rejected.
- Any online bid from a bidder, not secured in accordance with ITB clauses 15.1 and 15.3 OR not supported with a valid NSIC Certificate for exemption of tender fee and EMD/Bid Security, will be summarily rejected by the purchaser, as non-responsive, pursuant to ITB clause 24.
- Bid Security of unsuccessful bidders will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB clause 16, but barring any unforeseen circumstances, not later than 45 days of the award of contract.
- 15.4 The successful bidder's bid security will be discharged/returned upon the bidder, signing and accepting the contract pursuant to ITB clause 33 and furnished the performance security, pursuant to ITB clause 34.
- 15.5 The bid security may be forfeited.
- a. If a bidder:
- 15.6 i. Withdraws its online bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form;
- or
- 15.7 ii. does not accept the correction of errors pursuant to ITB clause 24.2
- b. in the case of successful bidder, if the bidder fails:
- i To accept and sign the contract in accordance with ITB clause 33.
- ii To furnish performance security in accordance with ITB clause 34.

16. Period of validity of Online bids

- 16.1 Online Bids shall remain valid for acceptance for 120 (One Hundred and twenty days) after the date of bid submission prescribed by the purchase, pursuant to ITB clause 19. A bid valid for a shorter period shall be rejected by the purchaser as non- responsive.
- 16.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity up to a specified period. The request and the response thereto shall be made in writing (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under ITB clause 15 shall also be suitably, extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.
- 16.3 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

17. Format and signing of online bid

- 17.1 The bidder shall prepare the online bid by using the prescribed format of Bid document issued on the purchaser (NIVEDI).
- 17.2 The online bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the online bid, including unamended printed literature, shall be submitted online in the shape of scanned copy by the person or persons signing the online bid.
- 17.2.1 Any interlineations, erasures or overwriting in the online bid shall be valid only if they are initiated by the persons signing the online bid.

- 17.2.2 The front page of the online bidding documents, containing the signature with date of the official (of the purchase organization) uploading the documents and the seal of that office must be submitted by the bidder online, failing which the online bid is liable to be ignored.

D. SUBMISSION OF ONLINE BIDS

18. Online Bids will be accepted **ONLY** through e-procurement portal **<http://eprocure.gov.in/eprocure/app>** of GOI/NIC. Bids sent by hand, Fax, e-mail or by post/ Offline shall not be accepted in any case, and will be rejected.
19. **Deadline for submission of online bids**
Online Bids must be submitted by the bidder on the portal specified under ITB clause 18.3
- 19.1 not Later than the time and date specified in the **Schedule of Requirements**.
The purchaser may at its discretion, extend this deadline for the submission of online bids by amending the bidding documents in accordance with ITB clause 6, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be Subject to the deadline will thereafter be subject to
- 19.2 the deadline as extended.
20. **Late bids**
Any online bid received by the purchaser after the deadline for submission of online
- 20.1 bids
Prescribed by the purchaser, pursuant to ITB clause 19 will not be accepted.
21. **Modification and withdrawal of online bids**
- 21.1 The bidder may not modify its online bid after submitting the same.
- 21.2 No bid may be modified subsequent to the deadline for submission of online bids.
- 21.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of a bid during this interval may result in forfeiture of the Bidder's bid security pursuant to ITB clause 15.7.

E. ONLINE BID OPENING AND ONLINE BID EVALUATION

22. Opening of online bids by purchaser

- 22.1 The purchaser will open the online bids on the date and time specified in the online bid documents. If the specified date of online bid opening is declared a holiday for the purchaser, the online bids shall be opened at the appointed time and location on the next working day.

23 Clarification of online bids

- 23.1 During scrutiny and evaluation of online bids, the purchaser may, at its discretion, ask a bidder for a clarification of its online bid. The request for clarification and the response shall be in writing and no change in the price or substance of the online bid shall be sought, offered or permitted.

24. **Preliminary examination of online bids-unresponsive, substantially responsive & responsive bids**

- 24.1 The purchaser will examine the online bids to determine whether they are complete, whether the required bid validity is available, whether any computational error have been made, whether required bid Security has been furnished, whether the documents have been properly signed, and whether the online bids are generally in order. While examining the online bids, the purchaser will also keep in view the requirements as per ITB Clause 8.
- 24.2 Arithmetical errors, if any, in an online bid will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between the words and figures, the amount in words shall prevail. If the supplier does not accept the correction of such error, its online bid will be rejected.
- 24.3 Prior to the detailed evaluation pursuant to ITB clause 26, the purchaser will determine the substantial responsiveness of each online bid to the online bidding documents. A substantially responsive online bid is one which conforms to all the requirements and terms & conditions of the online bidding documents, including the specification and technical parameters of the goods as projected in the online bidding document, without material deviations. Deviations from or objections or reservations to the online bidding documents critical provisions, such as those concerning bid validity, technical specification, performance security, warranty obligations, Force Majeure, taxes & duties and applicable law (governing the contract) will be deemed to be material deviations. Bids from an agent without proper authorization from the manufacturer as per ITB clause 13.2(a), shall be treated as non-responsive.

The purchaser's determination of an online bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.4 The purchaser may waive any minor infirmity, non-conformity or irregularity in a online bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 24.5 The conclusion drawn by the purchaser as to the substantial responsiveness or otherwise of a bid or consideration of a minor infirmity or non-conformity or irregularity in a bid is final.
- 24.6 If an online bid is determined as not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

24.7 **SHOULD HAVE A MATCHING PRODUCT LITERATURE AVAILABLE ONLINE/MANUFACTURER'S WEBSITE.**

25. Conversion to single currency

- 25.1 To facilitate evaluation and comparison of bids, the purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable, to Indian rupees at the BC selling market rate of exchange established by the State Bank Of India for similar transactions as on the date of bid opening.

26. **Evaluation and comparison of online bids**

- 26.1 The purchaser will evaluate and compare the online bids, which have been determined to be substantially responsive, pursuant to ITB clause 24 for each **schedule separately**. The online bid for a schedule will not be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in ITB clause 10, bidders are allowed the option to bid for any one or more schedule and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the online bids so as to determine the online bid or combination of online bids offering the lowest evaluated cost for the purchaser in deciding award(s) for each schedule.
- 26.2 The comparison shall be on CIP/CIF/FOR destination basis, duly delivered and commissioned (as the case may be) at the destination.
- 26.3 The purchaser's evaluation of an online bid will include and take into account, in addition to online bid price and price of the incidental services:
- a) In the case of goods manufactured in India or goods of foreign origin already located in India, G.S.T & other similar duties, which will be payable on the goods if a contract is awarded to the bidder.
 - b) In case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.
- 26.4 The purchaser's evaluation of online bid will also take account the following factors in the manner and to the extent specified in the **Schedule of Requirements** and amplified in ITB clause 26.5:
- a. Cost of inland transportation, insurance and other costs within India incidental to delivery of the goods to their final destination as stipulated in the **Schedule of Requirements**.
 - b. Delivery schedule offered in the online bid,
 - c. the cost of components, spare parts and service,
 - d. the availability of spare parts and after-sale service in India for the goods offered in the online bid.
 - e. The projected operating and maintenance cost during the life of the equipment.
 - f. Specific additional criteria.

26.5 Pursuant to clause 26.4, following evaluation methods will be followed:

a) **Inland transportation, insurance and incidentals:**

Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to required destination as already indicated in the **Schedule of Requirements**. These Costs, incurred in India, shall be quoted in Indian currency. Such cost will be added by the purchaser to the EXW/CIF/CIP bid price.

b) **Delivery Schedule :**

The purchaser requires that the goods mentioned in the „Schedule of Requirements“ shall be delivered at the destination within the time schedule specified therein. As and if necessary, the estimated time of arrival of goods from ex-works/port of entry to the destination will be calculated by the purchaser for each bid after allowing for reasonable transportation time based on the published tariff of Railways, appropriate Road Transport Agencies etc. Bids offering deliveries (as worked out on above lines), which are later than the specified delivery but within the allowable range (as specified in the **Schedule of Requirements**) will be adjusted during the evaluation by adding a factor equal to the percentage specified in the **Schedule of Requirements**, to the EXW/CIF/CIP price per week of variation from the specified delivery schedule.

c) **Cost of components and spare parts :**

i) the list of items and quantities of major assemblies, components and selected spare parts, likely to be required during the initial period off operation as specified in the **Schedule of Requirements**, is annexed to the Technical specification. The total cost of these items, at the unit prices quoted in each online bid, will be added to the bid price.

OR

ii) The purchaser will draw up a list of high usage and high value items of components and spare parts, along with the estimated quantities of usage in the initial period of operation as indicated in the Schedule of Requirements. The total cost of these items and quantities will be computed from the corresponding unit prices quoted by the bidder and added to the bid price.

iii) the purchaser will estimate that cost of spare parts usage in the initial period of operation specified in the Schedule of Requirements, based on the information furnished by each bidder, as well as on the past experience of the purchaser or other purchaser in similar situations. Such costs shall be added in the bid price for evaluation.

d. Availability of spare parts and after sales service facilities in India:

The cost to the purchaser of establishing the required service facilities and parts inventories, as outlined in the Schedule of Requirements of elsewhere in the online bidding documents, if quoted separately, shall be added to the online bid price.

e. The projected operating and maintenance cost during the life of the equipment:

These costs, which form a major portion of the life cycle cost of the equipment, will be evaluated in accordance with the criteria specified in the **Schedule of Requirements** and/or in the Technical Specifications.

f. Specific additional criteria:

Other specific additional criteria to be considered in the online bid evaluation and the corresponding evaluation method shall be incorporated in the **Schedule of Requirements** and/or in the Technical Specifications.

27. Bidder's capability to perform the contract

27.1 The purchaser will determine to its satisfaction whether the bidder, which is selected as having submitted the lowest evaluated responsive bid, is qualified and prima facie capable to perform the contract satisfactorily.

27.2 The determination will take into account the bidder's financial, technical and production capabilities for fulfilling all the requirements of the purchaser as specified in the online bidding documents. This exercise will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB clause 2 and 13, as well as such other allied information as the purchaser deems necessary and appropriate.

- 27.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.
28. **Purchaser's right to vary quantities at the time of award.**
- 28.1 The purchaser reserves the right at the time of awarding the contract to increase or decrease by up to 25%, the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.
29. **Contacting the purchaser**
- 29.1 From the time of the online bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related to the online bid, it should do so in writing.
- 29.2 Any effort by a bidder to influence the purchaser in the purchaser's decision on online bid evaluation, bid comparison or contract award shall result in the rejection of the bidder's online bid, besides other suitable administrative actions against the bidder, as deemed fit by the purchaser.

F. AWARD OF CONTRACT

30 Award Criteria

- 30.1 Subject to ITB clause 28, the purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified and prima capable to perform the contract satisfactorily.
31. **Purchaser's right to accept any online bid and to reject any or all online bids**
- 31.1 The purchaser reserves the right to accept or reject any online bid and to annul the bidding process and reject all online bids at any time prior to the award of contract, Without thereby incurring any liability, whatsoever, to the affected bidder or bidders.

32. Notification of award

- 32.1 Before the expiry of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable/fax/telegram/telex, to be confirmed in writing by registered letter that its bid has been accepted. The schedule(s) of requirement and the corresponding quantity of the item(s) ordered, which has been accepted, will, inter-alia, be mentioned in the notification.
- 32.2 The notification of award will constitute the formation of the contract.
- 32.3 Upon the successful bidder's furnishing the performance security, pursuant to ITB clause 34, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB clause 15.

33. Signing of contract

- 33.1 At the same time as purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send to the bidder by registered post or speed post, the contract form provided in the bidding documents, incorporating all agreements between the parties.
- 33.2 Within twenty-one (21) days of issue of the contract from by the purchaser, the successful bidder shall sign and date the contract and return it to the purchaser by registered post or speed post.

34. Performance security

- 34.1 Within twenty-one (21) days of the issue of notification of award by the purchaser, the successful bidder shall furnish the performance security in accordance with and as per the instructions incorporated in the general conditions of contract with regard to performance security.
- 34.2 Failure of the successful bidder to comply with the requirement of clause 33 or clause 34 shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which even the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

SECTION –III
GENERAL CONDITIONS OF CONTRACT (GCC)
Table of Clauses

1. Definitions
2. Application
3. Country of origin
4. Standards
5. Use of contract documents and information
6. Patent rights
7. Performance security
8. Inspection and tests
9. Packing
10. Delivery of goods
11. Transportation
12. Insurance
13. Distribution of dispatch documents
14. Incidental services
15. Spare parts
16. Warranty
17. Payment
18. Prices
19. Modification of contract
20. Assignment
21. Sub contracts
22. Delays in suppliers performance
23. Liquidated damages
24. Terminated for default
25. Force Majeure
26. Termination for insolvency
27. Termination for convenience
28. Resolution of disputes
29. Governing language
30. Applicable law
31. Notices
- Taxes and duties



भाकृअनुप-राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलूरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064

Ph: +91 80 23093110/+ 91 80 23093111 Fax: + 91 80 23093222



GENERAL CONDITIONS OF CONTRACT (G.C.C)

1. Definitions

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

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

2. Application

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

3. Country of origin

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

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

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

4. Standards

- 4.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications and when no applicable to the goods country of origin.

5. Use of contract documents and information

- 5.1 The supplier shall not, without the purchaser's prior written consent disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in the performance of the contract. Also, disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not without the purchaser's prior written consent, make use of any document or information enumerated in GCC sub clause 5.1 except for the purpose of performing the contract.
- 5.3 Every document other than the contract itself, mentioned in GCC sub-clause 5.1, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

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

8. Inspection and tests

- 8.1 The purchaser and/or its nominated representative(s) shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specification and other technical details incorporated in the contract at no extra cost to the purchaser. The **Schedule of Requirements** and the Technical Specification incorporated in the bidding document, shall specify what inspections and tests, the purchaser requires and where and how they are to be conducted. The purchaser shall notify, in advance, the supplier in writing, of the identity of any representatives) for this purpose.
- 8.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s) at the point of delivery and/or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all details and production data, shall be furnished by the supplier to the inspectors at no charge to the purchaser.
- 8.3 Should any inspected or tested goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alteration necessary to meet the specifications and standards, as required, as required, free of cost to the purchaser and resubmit the same to the purchaser
For conducting the inspections and tests again.
- 8.4 Where the contract stipulates pre-dispatch inspection by the purchaser's nominated inspecting agency, the supplier shall put up the goods for inspection to the inspecting agency well ahead of time so that the inspecting agency is able to complete the inspection within the stipulated delivery period. If the goods are tendered for inspection at the last moment without providing reasonable time to the inspection agency for completing the inspection, the inspecting agency may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the items have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.5 The purchaser's right to inspect, test and where necessary reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the dispatch of the goods from the country of origin or from the supplier premises.
- 8.6 Nothing in GCC clause 8 shall in any way, release the supplier from any warranty or other obligations under the contract.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during their transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling and exposure to extreme temperatures, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also take into consideration, where applicable, the available inland mode(s) of transport in India, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit Further limitations and / or mandatory instructions, if any, in the weights, volumes and sizes of the packages shall also be taken care of by the supplier.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements if any, as shall be expressly provided for in the contract, including additional requirements, if any, specified in the **Schedule of**

Requirements and any subsequent instructions given by the purchaser.9.3 Packing instructions:

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

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

10. Delivery of goods

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award and in the contract.
- 10.2 For the purposes of the contract, “FOB”, “CIF”, “CIP” and other trade terms used to describe the obligations of the parties shall have the meaning assigned to them in the current edition of “Incoterms” which are international commercial shipping terms, published by International Chamber of Commerce, Paris, France.

11. Transportation

- 11.1. Where the supplier is required under the contract to deliver the goods F.O.B. transportation of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.
- 11.2. Where the supplier is required under the contract to deliver the goods CIF or C.I.P. transportation of the goods to the port of destination or such other specified place of destination in India, s shall be mentioned in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.
- 11.3. Where the supplier is required under the contract to deliver the goods CIF or CIP within India, the supplier shall arrange the shipment by Indian flag vessels or vessels belonging to Conference lines in which India is a member. Where the supplier is required under the contract to deliver the goods F.O.B and also to arrange on behalf and the expense of the purchaser for ocean transportation on Indian flag vessels or Conference line vessels are not available to transport the goods within the time frame specified in the contract. However, before arranging such alternative transportation, the supplier shall obtain prior concurrence of the purchaser for the same.
- 11.4. The supplier shall not arrange part-shipments and/or trans-shipment without the prior written consent of the purchaser.
- 11.5. In case the supplier violates any of the aforementioned instructions, the supplier shall be liable for all consequences (including financial loss) that the purchaser may face due to such violations.

12. Insurance

- 12.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as indicated below in this clause (viz. GCC clause).
- 12.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis, the supplier shall arrange and pay for the cargo insurance, naming the purchaser as the beneficiary. Where delivery is on FOB basis, the insurance shall be the responsibility of the purchaser.
- 12.3 In the case of contract on CIF or CIP basis, the insurance shall be for an amount equal to 110% (one hundred and ten per cent) of the CIF or CIP value of the goods from “Warehouse” (final destination) on “all risks” basis including war risks and strikes.

13. Distribution of dispatch documents

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

a) For goods supplied from abroad :

Within 24 hours of shipment, the supplier shall notify the purchaser and its nominated authorities (as specified in the contract) and the insurance company by cable or telex or fax, the full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date/airway bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of entry etc. Further, the supplier shall also immediately dispatch by registered air-mail the specified number of copies of the following documents to the above authorities:

- i) Supplier’s invoice showing contract number, description of goods, quantity, unit price and total amount;
- ii) Original and copies of the negotiable, clean, on-board bill of lading marked freight to pay and copies of non-negotiable bill of lading;

OR

Original and copies of the negotiable Airway bill marked freight to pay and copies of non-negotiable airway bill.

(In technical bid, whether price quoted is for Sea freight or Air freight may be indicated clearly.

Amount of Sea freight/insurance or airfreight/insurance should be mentioned for comparing the rates)

- iii) Copies of packing list identifying the contents of each package;
- iv) Insurance certificate;
- v) Manufacturer’s/supplier’s warranty certificate;
- vi) Pre-dispatch inspection certificate issued by the purchaser’s nominated inspection agency (if so specified) and the supplier’s factory inspection report; and
- vii) Certificate of origin.

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

b) For goods supplied from within India:

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

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

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

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

14. Incidental Services

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

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

14.2 Prices charged by the supplier for the above mentioned incidental services, if not included in the quoted price for the goods, shall be quoted separately in the bid itself and shall not exceed the prevailing rates, charged to other parties by the supplier for similar services.

15. Spare parts

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

A) Such spare parts as the purchaser may elect to purchase from the supplier provided that this will not relieve the supplier of any warranty obligations under the contract; and

B) in the event of termination of production of the spare parts:

i) advance notice to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and

ii) Immediately following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

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

16. Warranty

16.1 The supplier warrants that the goods supplied under the contract is new unused of the most recent models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

16.2 This warranty shall remain valid for 12 (twelve) months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract or for 18 (eighteen) months from the date of dispatch from the supplier's works for domestic goods or for 21 (twenty-one) months after the date of shipment from the port or place of loading in the source country for imported goods, whichever is earlier, unless specified otherwise in the Schedule of Requirements.

16.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

16.4 Upon receipt of such notice, the supplier shall with all reasonable (or within the period), if specified in the Schedule of Requirements and the contract), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.

16.5 In the event of any correction of a defect or replacement of any defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12(twelve) months from the date, such corrected/replaced material starts functioning to the satisfaction of the purchaser.

16. If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, if specified in the Schedule of Requirements and the contract), the purchaser may proceed to take such remedial action as may be necessary at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier, under the contract.

17. Payment

- 17.1 The payment shall be made in the currency/currencies specified in the contract. The supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority as specified in the Schedule of Requirements and the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.
- 17.2 The payment shall be made in the following manner and on production of the following documents.
- A) Payment for goods supplied from abroad:
- i) **On shipment:**
80% of the contract price shall be paid through irrevocable letter of credit established in favor of the foreign supplier in a scheduled commercial bank in the supplier's country acceptable to the purchaser, upon submission of the following documents:
- a) Certified copy of the fax sent by the supplier to the purchaser and others as per GCC sub-clause 10.3(a).
 - b) Supplier's signed commercial invoice showing contract number, description of the supplier goods, corresponding quantity, unit price and the total value and name(s) of the name(s) of the consignee(s) for the supplied goods.
 - c) Original clean on board bill of lading marked freight pre-paid consigned to the interim/port consignee evidencing description of the goods, quantities, relevant details about the contract number etc.
 - d) Packing list, identifying contents of each package.
 - e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the letter of Credit.
 - f) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.
 - g) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified.
 - h) Certificate of origin.
 - i) Supplier's certificate confirming that the required documents have been sent to all concerned in terms of GCC sub-clause 10.3(a).
 - j) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.
 - k) Any other document(s) and/or modification of above documents specified in the **schedule of Requirements** and the contract.
- ii) On final acceptance, 20% of the contract price of goods received shall be paid within 30(thirty) days of receipt of goods on submission of the claim supported by the acceptance / installation / commissioning certificate issued by the purchaser or the purchaser's nominated representative.
- iii) Payment of agency commission:
Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser confirming that the goods have been delivered, full 100% payment has been made to the foreign supplier and all other contractual obligations, have been performed by the supplier and its agent for claiming this payment.
This payment (towards agency commission) will be made by the purchaser's paying authority specified in the contract and not through letter of credit.

B) Payment for goods supplied from India:

Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract (and not through letter of credit), in the following manner:

- i) 100% of the contract price shall be paid on receipt of the goods by the consignee and upon submission of following documents to the paying authority.
 - a) The supplier's invoice showing contract number description of goods, quantity, unit price and the total amount.
 - b) Railway receipt or Delivery note.
 - c) Packing list identifying contents of each package.
 - d) Insurance certificate;
 - e) Manufacturer's/Supplier's warranty certificate.
 - f) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report.
 - g) Certificate of origin
 - h) Provisional receipt certificate for the corresponding delivery, issued by the consignee and
 - i) Any other document(s) and/or modification of above documents specified in the Schedule of Requirements and the contract.
- j) Final acceptance and installation / commissioning certificate for the corresponding delivery issued by the Purchaser's representative.

C) Payment of incidental services and supervision:

The incidental services and supervision, if required separately, will be specified in the Schedule of Requirements and in the contract. The payment terms applicable for such services and supervision will also be specified therein.

17. Operation of the letter of credit:

- 3 i)** The payments effected through letter of credit, shall be subject to the latest Uniform Customs and Practice for Documentary Credit of the International Chamber of Commerce.
- ii) If requested specifically by the supplier, the letter of credit will be confirmed but the cost for the same shall be charged to the suppliers account.
- iii) If the letter of credit is required to be extended/reinstated for reasons not attributable to the purchaser, the charges thereof shall be to the supplier's account.

18. Prices

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

19. Modification of contract.

- 19.1** The purchaser may at any time, by a written order given to the supplier pursuant to GCC clause 31, make changes and modifications within the general scope of contract in any one or more of the following:
- a) Drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser,
 - b) the mode of packing
 - c) the mode of dispatch
 - d) the place of delivery
 - e) the services to be provided by the supplier, and/or
 - f) Any other area(s) of the contract, depending on the merits of the case.
- 19.2** If any change causes an increase or decrease in the cost of or in the time required for the supplier is performance of any provision under the contract, and both and the contract shall be amended accordingly. Any claim by the supplier for adjustment under this clause must be asserted within 21(twenty-one) days from the date of the supplies receipt of the purchaser's amendment/modification of the contract.
- 19.3** Subject to GCC sub-clauses 19.1 and 19.2 no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

20. Assignment

- 20.1** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. Sub Contracts

- 21.1** The supplier shall notify the purchaser in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notifications, in its original bid or later, shall not relieve the supplier from any liability or obligation, whatsoever under the contract.
- 21.2** Subcontract shall be only for bought-out items and sub-assemblies.
- 21.3** Subcontracts must comply with the provisions of GCC clause 3.

22. Delays in the Supplier's performance

- 22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the **"Schedule of Requirements"**.
- 22.2 Except as provided under GCC clause 25, any unexcused delay by the supplier in Maintaining its contractual delivery obligations shall render the supplier liable to any or all of the following sanctions:
"imposition of liquidated damages, forfeiture of its performance security and/or termination of the contract for default".
- 22.3 If at any time during the performance of the contract, the supplier or its sub-contractor(s) should encounter conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). After the receipt of the supplier's notice, the purchaser as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.
- 22.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 25, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider
- 23.2 Termination of the contract, if the same have not been terminated already.
Further, during the above mentioned delayed period of supply and/or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during the period of delay.

24. Termination for default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 22.
- 24.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC sub-clause
- 24.1, The purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, goods and/or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods and/or services. However, the supplier shall continue to perform the contract to the extent not terminated.

25. Force Majure

- 25.1 Notwithstanding the provisions of GCC clauses 22,23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majure.

For purposes of this clause, "Force Majure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 25.2
- 25.3 If a Force Majure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majure event.

26. Termination for insolvency

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

27. Termination for convenience

- 27.1 The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser's convenience, the extent to which performance of the supplier under the contract is terminated, and the date with effect from which such termination becomes effective.
- 27.2 The goods that are complete and ready for shipment within 30 (thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:
- a) to have any portion completed and delivered at the contract terms and prices; and or
 - b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts already procured by the supplier for fulfilling the contractual obligations.

28. Resolution of disputes

- 28.1 If any dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 28.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given in accordance with GCC sub-clause 28.2, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- The dispute resolution mechanism to be applied pursuant to GCC sub-clause 28 shall be as follows:-

In the case of a dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the purchaser and the supplier. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian Council of Arbitration or President of the Institution of Engineers (India).

- a)
- b) The decision of majority of arbitrators shall be final and binding upon both the parties. The cost and expenses of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator appointed by
- c) such party or on its behalf shall be borne by each party itself.

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

29. Governing language

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

30. Applicable law

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

31. Notice

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

32. Taxes and duties

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



SECTION-IV

SCHEDULE OF REQUIREMENTS

Part-1: Schedule of Requirement

Sl. No.	Name of item	Quantity of purchase	Bid Security (EMD)	Delivery Schedule
1.	High End GPU Tower Workstation	01	Rs.20000.00	<p>For Indian Supply: Maximum of six weeks from the date of supply order</p> <p>For Foreign supply: Maximum of 8 weeks from the date of supply order/Opening of letter of credit</p>

- 0 (a) Cost of Installation of equipments/items at **ICAR–National Institute of Veterinary Epidemiology and Disease Informatics**, Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064.

Rupees in Figure:

Rupees in Words:

- (b) Cost of Training :

Rupees in Figures

Rupees in Words:

- (C) Cost of Commissioning and

Demonstration:

Rupees in Figures

Rupees in Words



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

Preparation of Online Bids

1. The Price quoted shall be FOB/CIF/F.O.R ICAR-NIVEDI, Bengaluru as the case may be.
2. The price shall be inclusive of all costs, charges and incidents which shall be the responsibility of the bidder alone.
3. The bidder should have successfully manufactured and supplied at least 50% (fifty percent) of the required quantity of goods under this invitation for bids during the last two years counted from the date of bid opening. The bidder shall also furnish certificate documentary evidence to the effect including all relevant details. The bidder should specify the details of past supplies along with the name of the purchasers for the same or similar items.
4. Original pay orders of Bid security, must be deposited in the form of Demand draft/Fixed Deposit Receipt/Banker's Cheque payable to "ICAR Unit, NIVEDI" payable at Bengaluru **on or before the last date/time of filing/submission of the online bids on the portal.** The particulars of the Earnest Money deposited must also be super scribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the Equipment, failing which the bids will not be accepted. **However, the bidder has to furnish scan copies of P.O./D.D. of bid security with online tender.** The online Tenders received without scan copies of prescribed Bid Security will not be considered/rejected.
5. The Successful bidder shall have to deposit an amount equivalent to 10 percent of the total cost involved as Performance Security either in Bank Guarantee or in the shape of DD/S.D.R/F.D.R before placing supply order with them.
- 4.1 **The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through E-mail, FAX, by hand and/or by post shall not be accepted/ processed, in any case.**

Tender ID (To be allotted by portal after uploading of tender)	Shall notify on the website of NIVEDI www.nivedi.res.in
Date of release of Tender through e-procurement Portal	23.03.2021
Last date & time for submission of online bid	12.04.2021 13.00 hrs.
Date & time for opening of technical bid	13.04.2021 14.00 hrs.
Date & time for opening of financial bid	To be notified later.
Address for Communication	Director, ICAR-NIVEDI, Post Box No.6450, Ramagondanahalli, Yelahanka, Bengaluru-560 064.



Section – V

Schedule of Quantities, Technical Specification and Quality Control Requirement

1. High End GPU Tower Workstation

(High End GPU Tower Workstation)

(Quantity: One Unit)

Specification for system (High End GPU Tower Workstation):

- 2 x Intel Xeon Gold 6230R processor (35.75M Cache, 26 cores, 52 threads, 2.10Ghz) or Equivalent.
- 12x32 GB DDR4 2933 mhz , ECC RDIMM 384 GB RAM, max 16 DIMMs slots, Balanced configuration
- 1x1TB SSD M.2 PCIe NVMe Drive for operating system
- 3x4TB 3.5” 6GBPS 7.2k RPM, SATA HDD 5 for data safety purpose
- 1xNvidia GPU RTX 3090-24GB GPU card or Equivalent.
- 12Gb/s 8-port SAS internal Raid adapter supports RAID 0,1,5,6,10,50 & 60
- 2x 1 GBE LAN ports
- 24” standard LED monitor
- USB wired keyboard and mouse combo
- Tower workstation with 1200W high efficiency Power supply platinum level certified
- OS-Ubuntu open source
- Warranty –minimum 3 years

Service and Support

- On-site training 1 week at the time of installation
 - 24 months software and plugins up gradation has to be provided.
 - Warranty: Limited Warranty- 3 years Manufacturer’s Warranty.
- **Shifting/Installation of the equipment to the respective places in first or second floor or any other place in the Laboratory block of ICAR-NIVEDI, Bangalore.**

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

1. Inspection and tests: As per Clause No.8 of General Condition of Contract.
2. Packing: As per Clause No.9 of General Condition of Contract.
3. Insurance: As per Clause No.12 of General Condition of Contract.
4. Distribution of dispatch Documents: as per clause No.13 of General Condition of Contract.
5. Incidental Charges: As per Clause No.14 of General Condition of Contract.
6. Warranty: As per Clause No.16 of General Condition of Contract.
7. Payment: The designation and address of paying authority is: The Director, ICAR-National Institute of Veterinary Epidemiology and Disease Informatics, Post Box No.6450, Ramagondanahalli, Yelahanka, Bengaluru-560 064 , Karnataka, India.
17. Prices: The Institute is entitled to avail the concessional rate of Custom and Excise duty; therefore rate should be quoted accordingly.
18. **Those firms which are quoting their bids on F.O.B. basis should compulsorily mention the freight and insurance charges in the Technical bid for comparing the price, failing which their bid is liable to be rejected.**
19. Resolution of Disputes: As per Clause No.28 of General Condition of Contract.
20. Notices:

The address of the Purchaser for the purpose is:
The Director, ICAR-National Institute of Veterinary Epidemiology and Disease Informatics, Post Box No. 6450, Ramagondanahalli, Yelahanka, Bengaluru-560 064, Karnataka, India.
21. Taxes and duties : No Form “D”, “C” and Road permit will be issued by this Institute. Rest terms as per Clause No.32 of General Condition of Contract.

Section-VI

QUESTIONNAIRE

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

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

Manufacturer of the goods quoted; or
Manufacturer's authorized agent for those goods.
12. State whether business dealings with you have been currently banned by any Ministry/Dept. Of Central Govt. or any State Govt.:

Signature of Witness

Name & address of Witness

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

Name & address of bidding firm)

Signature of Bidder



भाकृअनुप-राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलुरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064



SECTION VII/1

ONLINE BID FORM AND PRICE SCHEDULES

Reference No.Date.....

To,

The Director,
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics,
Post Box No. 6450,
Ramagondanahalli,
Yelahanka,
Bengaluru-560 064,
Karnataka, India

Ref:- Your bidding documents

No..... dated.....

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

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

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

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

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

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

Dated this..... day
of.....2016.....

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

FORMAT-I

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1	2	3	4					5	6	7
Schedule No.	Item description no	Accounting unit & Quantity	Ex-factory/ex-warehouse use/ex-showroom off the shelf	Excise duty if any	Packing and for warding	Insurance other duties and taxes, if any other (than Goods and Service Tax) and incident at costs	Incidental services (Including supervision)	Overall unit price (a+b+c+d+e+f)	Total price	Goods and services payable, if contract is awarded
			(a)	(b)	©	(d)	(e)	(f)	3x5	

Total bid price in Rupees: (in figure)

.....
(in words)

Place
Date

Signature of bidder

Name
Business address

Note:

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

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5 Price per unit				6	7	8	9	10
	Item description	Country of origin	Accounting unit&	Unit price FOB port of loading	Unit price CIF at port of entry	Inland transportation charges, Insurance and other local costs incidental to delivery, if specified	Incidental services including supervision	Over all unit price (a+b+c+d)	Total price	India agent's name	Indian agent's commission As a% of FOB price included in the quoted price	Shipment weight and volume
				(a)	(b)	(c)	(d)					

Total bid price in Rupees: (in figure)
(in words)

Place

Date

Signature of bidder

**Name
Business
address**

Note

:

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



भाकृअनुप-राष्ट्रीय पशुरोग जानपदिक एवं सूचना विज्ञान संस्थान
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलूरु – 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru – 560064



SECTION VII/2
MANUFACTURER'S AUTHORISATION FORM

To

**The Director,
ICAR - NATIONAL INSTITUTE OF VETERINARY EPIDEMIOLOGY AND DISEASE
INFORMATICS
Post Bag No.6450,
Ramagondanahalli,
Yelahanka,
Bengaluru-560 064**

Ref: your Bidding Documents

No.....dated.....

Dear Sir,

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

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

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

Yours faithfully,

(Signature name and designation)

for and behalf of

Messrs.....

[Name& address of the manufacturers]

**Note: This letter of authorization should be on the letter head of the manufacturing firm and
should be signed by a person competent and having the power of attorney to legally bind the
manufacturer. The authorization Certificate should be from the "Manufacturer" only and
certificate from any other firm/person including OEM arrangements would not be accepted.**



SECTION VII/3

SELF-DECLARATION OF PRIME EQUIPMENT MANUFACTURER

To

**The Director,
ICAR - NATIONAL INSTITUTE OF VETERINARY EPIDEMIOLOGY AND DISEASE
INFORMATICS
Post Bag No.6450,
Ramagondanahalli,
Yelahanka,
Bengaluru-560 064**

Ref: Your Bidding Documents

No.....dated.....

Dear Sir,

We....., who are established and reputable manufacturers of
..... (Name and description of the goods offered in the online bid)
having factories at.....hereby declare and conform that we
are regularly manufacturing, supplying, installing, testing and commissioning of the similar
equipment for the last 2 years.

Yours faithfully,

(Signature name and designation)

for and behalf of Messrs.....
[Name& address of the manufacturers]



SECTION VII/4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**The Director,
ICAR - NATIONAL INSTITUTE OF VETERINARY EPIDEMIOLOGY AND DISEASE
INFORMATICS
Post Bag No.6450,
Ramagondanahalli,
Yelahanka,
Bengaluru-560 064**

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

And whereas it has been stipulated by you in the said contract that the supplier shall furnish
you with a bank guarantee by a recognized bank acceptable to you, for the sum specified therein
as security for compliance with its (supplier’s) obligations in accordance with the contract.

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on
behalf of the supplier, up to a total of (amount of the
guarantee in words and
figures), such sum being payable in the types and proportions of currencies in which the contract
price is payable, and we undertake to pay you, upon your first written demand declaring the
supplier to be in default under the contract and without cavil or argument, any sum or sums within
the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds
or reasons for your demand or the sum specified therein.

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

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

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

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

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

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



SECTION VII (5)

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

To,

**The Director,
ICAR - NATIONAL INSTITUTE OF VETERINARY EPIDEMIOLOGY AND DISEASE
INFORMATICS
Post Bag No.6450,
Ramagondanahalli,
Yelahanka,
Bengaluru-560 064**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work: _____

Dear Sir,

1. I/ We have downloaded/obtained the tender documents(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ We have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like a annexure(s), schedule(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions / clauses contained therein.
3. The Corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s) / corrigendum(s) in its totality / entirely.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated then your department /organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION VII (6)

Advance tender search in Central Public Procurement Portal Website

[URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)

The screenshot shows the homepage of the Central Public Procurement Portal (eProcurement) for the Government of India. The page features a navigation bar with links to Search, Latest Active Tenders, Tenders by Closing Date, Corrigendum, Bid Awards, and CPPP. A sidebar on the left contains links to MIS Reports, Tenders by Location, Tenders by Organisation, Tenders by Classification, Tenders in Archive, Tenders Status, Cancelled Tenders, Downloads, Announcements, and Recognitions. The main content area includes a 'Welcome to eProcurement System' message, a 'Latest Tenders' table, and a 'Latest Corrigendums' table. A 'User Login' section is on the right, and a 'Tender Search' button is at the bottom right. A blue arrow points to the 'Go' button in the 'Tender Search' section.

Tender Title	Reference No	Closing Date	Bid Opening Date
4. C/O 02 NOS SENTRY POST AND 03 NOS TOILET/BATHROOM AT SANCHUTALA FORWARD POST OF ITBP (SUPPLY OF ITEMS FOR SANCHUTALA)	NO/ITBP/8TH BN /ENGR./TENDER /2016-17-10890-92	03-Jan-2017 03:30 PM	04-Jan-2017 03:30 PM

Corrigendum Title	Reference No	Closing Date	Bid Opening Date
4. Corrigendum	AK-52919SUPPLY OF SURGE SUITS FOR FIRE AND SAFETY.	27-Dec-2016 10:30 AM	27-Dec-2016 11:30 AM
5. CORRIGENDUM-1 Extend the Due Date of AK-52919.	AQ-52795_FOR_PORTABLE EXAM SYSTEM	27-Dec-2016 10:30 AM	27-Dec-2016 11:30 AM

The screenshot shows the 'Advanced Tender Search' page on the Central Public Procurement Portal. The page includes a sidebar with navigation links and a main search form. The search form contains fields for Tender Type, Organisation, Department, Division, Sub Division, Form of Contract, Pincode, Value Criteria, Date Criteria, Tender ID, Tender Reference Number, Work/Item Title, Tender Category, and Product Category. A 'Search' button is at the bottom right, indicated by a blue arrow.

Tender Type	Organisation	Department	Division	Sub Division	Form of Contract	Pincode	Value Criteria	Date Criteria	Tender ID	Tender Reference Number	Work/Item Title	Tender Category	Product Category
Open Tender	Department of Agricultural Res	Indian Council of Agricultural R	NIVEDI-Bengaluru - DoARE	-Select-	-Select-	560064	-Select-	-Select-				-Select-	-Select-

Advanced Tender Search

Tender Type ➡ **Open Tender/Single/Limited/etc.**

Organization ➡ **Department of Agricultural Research and Education**

Department ➡ **Indian Council of Agricultural Research, DoARE, MoA**

Division ➡ **NIVEDI-Bengaluru – DoARE**