



Government of India
Ministry of Jal Shakti,
Department of Water Resources, River Development and Ganga
Rejuvenation
Central Ground Water Board
Division- I, Ahmedabad

Notice Inviting e-Tender (NIET) No. Div-I/NIET-1/2021-22

e-Tender Notice for Supply of
Galvanized Iron (GI) Protection Boxes for water well Drilling

Central Ground Water Board

**Division-I, S. N. College Building, Gita Mandir Road, Shah Alalm Tolnaka
Ahmedabad -380022**

TENDER DOCUMENT

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SECTION I

**NOTICE INVITING E-TENDERS
(NIET)**

Government of India
Ministry of JalShakti,
Department of Water Resources, River Development and Ganga Rejuvenation
Central Ground Water Board
Division-I, S. N. College Building,
Gita Mandir Road, Shah Alalm Tolnaka
Ahmedabad-380022 (Gujarat)
Phone 079-25323847
Email ID- eediv1-cgwb@nic.in

E-Tender Notice for NIET No. Div-I/NIET-1/2021-22

(National Competitive Bidding)

1 For and on behalf of President of India, Executive Engineer, Central Ground Water Board, Division-I, Ahmedabad invites online bids under two bid system(Technical Bid and Financial Bid) at CPP portal <http://eprocure.gov.in/eprocure/app> from eligible and qualified bidders for supply of following:

Sr. No.	Item Description	Quantity (Nos.)	EMD/ Bid Security Amount (INR)
1.	<p style="text-align: center;">Galvanized Iron (GI) Protection</p> <p style="text-align: center;">Boxes for water well as per specification /drawing of Tender document</p> <p>(i) 4" Well Dia. -15 Nos. (ii) 6" Well Dia.-134 Nos. (iii) 7" Well Dia.-09 Nos. (iv) 8" Well Dia.-12Nos. (v) 10" Well Dia.-02 Nos. (vi) 14" Well Dia.-01 Nos. (vii) 7 lever lock -173 Nos.</p>	173	<p style="text-align: center;">Bid Security</p> <p style="text-align: center;">Declaration relating to Earnest Money Deposit</p>

Critical Dates		Date	Time (IST)
1	Dates of Online Publication of Tender Documents	08/09/2021	15:00 Hrs
2	Dates of Tender Document Download	Start 08/09/2021	17:30 Hrs
3		End 04/10/2021	17:00 Hrs
4	Date of Pre-Bid Meeting	20/09/2021	11:00 Hrs
5	Deadline for seeking further information/ clarifications through telephone/e-mail	08/09/2021	17:30 Hrs
6	Dates of Online Submission of Tender	Start 08/09/2021	18:00 Hrs
7		End 04/10/2021	17:30 Hrs
8	Deadline for Submission of Bid Security Declaration	04/10/2021	17:30 Hrs
9	Time and Date for Opening of Technical Bid	05/10/2021	18:00 Hrs
10	Time and Date for Opening of Financial Bid	Will be intimated online after evaluation of Technical Bid	

- 2 Interested bidder may obtain further information about these requirements from the above office during working hours or through email and/or from the websites <http://cgwb.gov.in> and <https://eprocure.gov.in/eprocure/app>
- 3 Tender documents may be downloaded from the above websites on free of cost on or before the deadline fixed.
- 4 In related to EMD, All tenders must be submitted **Bid Security Declaration** in given format on or before the deadline fixed.
- 5 In the event of any of the above mentioned tender opening date being declared as a holiday/ closed day for the purchase organization, the tenders will be opened on the next working day at the appointed time.
- 6 Bids shall be received online only at the website of CPP portal <https://eprocure.gov.in/eprocure/app>
- 7 Aspiring bidder who have not enrolled/ registered in CPP portal are advised to enrol/ register before participating through the portal. The portal enrolment is free of cost. The bidders are advised to go through the instructions provided at Section XV: 'Instructions for online bid submission'.
- 8 The bidders will be at liberty to be present either in person or through an authorised representative, who must carry 'Bid Acknowledgement Receipt', at the time of opening of bid or can view the bid opening event online at their remote end.

Executive Engineer,
CGWB, Division -I,
Ahmedabad

SECTION II

**GENERAL INSTRUCTIONS
TO
TENDERERS
(GIT)**

	SECTION II
	GENERAL INSTRUCTIONS TO TENDERERS (GIT)
A	PREAMBLE
1.	Definitions and Abbreviations
1.1	The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
1.2	<p>Definitions:</p> <ul style="list-style-type: none"> (i) “Purchaser” means Central Ground Water Board. (ii) “Tender” means quotation/ bid received from a firm/ supplier (and have same meaning as Bid). (iii) “Supplier” means the individual or the firm supplying the goods and services. (iv) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etcetera which the supplier is required to supply to the purchaser under the contract. (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract. (vi) “Earnest Money Deposit” (EMD) means monetary guarantee to be furnished by a bidder along with its tender (and have same meaning as Bid Security). (vii) “Contract” means the written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, Annexures etcetera therein. (viii) “Performance Security” means monetary guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit. (ix) “Consignee” means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee. (x) “Specification” means the document/ standard that prescribes the requirement with which product or service has to conform. (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity. (xii) “Day” means calendar day.
1.3	<p>Abbreviations:</p> <ul style="list-style-type: none"> (i) “T E Document” means Tender Enquiry Document (and have same meaning as Bid Document) (ii) “NIT” means Notice Inviting Tenders.

	<ul style="list-style-type: none"> (iii) “GIT” means General Instructions to Bidders (iv) “GCC” means General Conditions of Contract (v) “SCC” means Special Conditions of Contract (vi) “DGS&D” means Directorate General of Supplies and Disposals (vii) “GeM” means Government e-Marketplace (viii) “NSIC” means National Small Industries Corporation (ix) “PSU” means Public Sector Undertaking (x) “CPSU” means Central Public Sector Undertaking (xi) “DP” means Delivery Period (xii) “BG” means Bank Guarantee (xiii) “ED” means Excise Duty (xiv) “CD” means Custom Duty (xv) “GST” means Goods and Service Tax (xvi) “RR” means Railway Receipt (xvii) “FOR” means Free On Rail (xviii) “CIF” means Cost, Insurance and Freight (xix) “CIP” means Carriage and Insurance Paid (xx) “CPP” means Central Public Procurement Portal of Government of India
2	General
2.1	The Purchaser has issued these tender enquiry documents for purchase of goods and related services as mentioned in Section–V - “List of Requirements”, which also indicates, <i>interalia</i> , the required delivery schedule and terms and place (i.e. destination) of delivery.
2.2	This section (Section II - “General Instructions to bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
2.3	Before formulating the tender and submitting the same to the purchaser, the bidders should read and examine all the terms, conditions, instructions etcetera contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etcetera incorporated in these tender documents may result in rejection of its tender.
3	Availability of Funds
3.1	Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser.
4	Language of Tender
4.1	The tender submitted by the bidders and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser shall be written in the English language, unless otherwise specified in the Tender

	Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
4.2	The tender submitted by the bidders and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender , the English translations shall prevail.
5	Eligibility Criteria
5.1	The invitation of tender is open to all manufacturers/ authorised dealers/distributor/agents of GI Protection Boxes for water wells other similar.
5.2	(i)The tenderer or their principal/ collaborator should have supplied at least 10% of the tendered quantity of GI Protection Boxes OR similar box during last 07 (seven) years (i.e. March 2014 to Bid due date) Central Government/ State Government Departments or Public Sector Undertakings or any Project/ any other Public/ Private Customers in India or in any other countries with which the Government of India has trade relations. <u>The word similar here means any type of metal boxes, metal fuel tanks, metal water tankers, metal cylinders, metal boilers, metal cub boards, metal cabin makers, sheet metal fabricated goods such buckets, box for housing electrical control panel .</u> Note: Copy of invoice bill with the Delivery Challan duly acknowledged by clients/ or performance certificate from client or payment proof and Supply order/work order/contract agreement should be submitted for proof of supply of GI Protection Boxes OR similar box
5.3	The bidder shall submit photo copies of end user performance/ delivery challan acknowledged/proof of payment from their direct clients or principal/collaborator's clients along with supply order, invoice copy to establish their delivery of the said GI Protection Boxes OR similar.
5.4	The bidder or their principal/ collaborator must have adequate financial stability and their average annual turnover should not be less than Rs.3.6 lakh during last three years ending 31.03.2021(i.e. Financial Year 2018-19, 2019-20 and 2020-21)
5.5	Deleted
5.6	The bidder shall submit the product brochure/literature, compliance statement duly signed by the bidder and other supporting document if any to establish the claim that the offered Metal Boxes meets the technical specifications provided in tender document. If there is any deviation in specification it should be mentioned in separate column of compliance statement.
5.7	Tenderers are required to submit duly self-attested following documents:- a) Copy of valid manufacturer/ authorized dealers/distributor/agent certificate

	<p>(Reference: clause 5.1 of eligibility criteria and section XVI).</p> <p>b) Photo copies of their or their principle/collaborator's supply orders , invoice bill, with delivery challan duly acknowledged by clients or performance certificates or or Proof of payment by letter of credit(LOC) to establish their delivery of said equipment(Reference: Clause-5.2 & 5.3 of eligibility criteria and section XVI)</p> <p>c) Turnover for last three (03) years (i.e. Financial Year 2018-19, 2019-20 and 2020-21)duly certified by Chartered Accountant. (Reference: Clause 5.4 of eligibility criteria and section XVI).</p> <p>d) Point wise compliance statement on the technical specification duly signed by the bidder. In case there is any variation and/ or deviation between the goods and services specified and that offered, list out the same in a separate column in the tabular form without ambiguity. (Reference: Clause 5.6 of eligibility criteria and section XVI)</p> <p>e) Scanned copy of Bid Security Declaration for EMD: As per clause 19 of Section II Instructions to Tenderers.</p> <p>f) Scanned copy of Tender Acceptance Letter: As per format Section-VIII.</p> <p>g) Signed and scanned copy of filled up General Questionnaire at Section X.</p>
5.8	Non-submission of any document listed in clause 5.7 above, will lead to rejection of the bid of the bidder.
5.9	The eligibility of the bidder shall be decided only as per Section-II Clause 5 Eligibility Criteria (Clause 5.1 to 5.8), irrespective of whatever is mentioned elsewhere in the tender document.
6	Eligible Goods and Services
6.1	Deleted
7	Tendering Expense
7.1	The bidder shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure regardless of the conduct or outcome of the tendering process.
B	TENDER ENQUIRY DOCUMENTS
8	Content of Tender Enquiry Documents
8.1	In addition to Section I – “Notice inviting Tender” (NIT) the tender enquiry documents include: Section II – General Instructions to bidders (GIT) Section III –General Conditions of Contract (GCC) Section IV – Special Conditions of Contract (SCC) Section V – List of Requirements

	<p>Section VI – Technical Specifications</p> <p>Section VII – Quality Control Requirements</p> <p>Section VIII – Tender Acceptance Letter</p> <p>Section IX – Price Bid/ BOQ Format</p> <p>Section X – General Questionnaire</p> <p>Section XI – Bid Security Declaration Form for EMD</p> <p>Section XII – Manufacturer’s Authorization Form</p> <p>Section XIII – Bank Guarantee Form for Performance Security</p> <p>Section XIV – Contract Form</p> <p>Section XV – Instructions for Online Submission of Tenders</p> <p>Section XVI – Checklist</p>
8.2	The relevant details of the required goods, the term, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details to proceed further.
9	Amendments to Tender Enquiry Documents
9.1	At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the tender enquiry documents by issuing suitable amendment(s) to it.
9.2	Such an amendment will be notified through websites http://cgwb.gov.in and https://eprocure.gov.in/eprocure/app and will be binding on them. The bidders are advised to visit these websites from time to time till the bid submission end date and take note of amendment(s) before uploading their tender.
9.3	In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
10	Clarification of Tender Enquiry Documents
10.1	A bidder requiring any clarification or elucidation on any issue of the tender enquiry documents may take up the same with the purchaser in writing or by fax/ e-mail provided that such request is received by the critical date mentioned in Para 1 of Section I (Notice Inviting e-Tenders). The purchaser will publish the response to such queries on CPP portal prior to the prescribed date of submission of tender.
11	Pre-Bid Meeting
11.1	The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of Central Ground Water Board, Division-I, Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India, S. N. College Building, Gita Madir Road, Shah Alalm Tolnaka, Ahmedabad-380022 (Gujarat) on 20/09/2021 at 11:00 hours.

11.2	The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
11.3	Any modification of the bidding documents listed in Clause 9.1 which may become necessary as a result of the pre-bid meeting shall be made by the purchaser exclusively through the issue of an addendum and the same will be available in the web site and not through the minutes of the pre-bid meeting.
C	PREPARATION OF TENDERS
12	Documents Comprising the Tender
12.1	<p>The tender to be submitted by bidder shall contain the following documents, duly filled in, as required:</p> <ul style="list-style-type: none"> (a) Technical and Price Bid in accordance with GIT clause 8.1 (b) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the bidder is eligible to submit the tender and also qualified to perform the contract if its tender is accepted. (c) Documents and relevant details to establish in accordance with GIT clause 18 that the goods to be supplied by bidder conform to the requirement of the tender documents. (d) In related to Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence (Bid security Declaration) as per GIT clause 19.2 for claiming exemption from payment of earnest money (e) General Questionnaire as per Section X. <p>And</p> <ul style="list-style-type: none"> (f) Integrity act duly filled-in and signed <p>NB: The bidders may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.</p>
12.2	A tender, who does not fulfil any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
12.3	Tenders shall be received online only at the website of CPP portal http://eprocure.gov.in/eprocure/app . Tender sent by post/ fax/ e-mail or submitted by hand shall be ignored.
13	Tender Currencies
13.1	The bidder shall quote only in Indian Rupees.
13.2	Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

14	Tender Prices
14.1	The Bidder shall indicate on the Price Schedule/ BOQ format provided under Section-IX all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. Rates shall be inclusive of all taxes VAT/GST/Duties etc.
15	Duties and Taxes
15.1	Excise Duty: The Purchaser is exempted for payment of excise duty in terms of Government of India notification No. 10/97 dated 01.03.1997 as per Department of Scientific and Industrial Research, New Delhi. Relevant certificate shall be issued separately by the purchaser for exemption of excise duty under relevant clause of notification failing which excise duty will be payable extra and borne by the purchaser as applicable at the time of delivery.
16	Firm Price
16.1	Prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
17	Documents Establishing bidders Eligibility and Qualifications
17.1	Pursuant to GIT clause 12, the Tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
18	Documents Establishing Good's Conformity to Tender Enquiry Document
18.1	The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, and drawings etcetera to establish that the goods offered in the tender fully conform to the goods specified by the purchaser in the tender enquiry documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
18.2	In case there is any variation and/ or deviation between the goods prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
18.3	If a tenderer furnishes wrong and/ or misleading data, statement(s) about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
19	Bid Security Declaration for Earnest Money Deposit (EMD)
19.1	Pursuant to GIT clauses 8.1 and 12.1(d) the tenderer shall furnish along with its

	tender in the List of Requirements or Bid security declaration. The bid security declaration is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
19.2	The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Government e-Marketplace (GeM) or with National Small Industries Corporation are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with GeM or NSIC, as the case may be).
19.3	Deleted
19.4	The Bid Security Declaration shall be furnished in given format specified under Section XI in these documents.
19.5	The Bid security Declaration shall be valid for a period of 60 (sixty) days beyond the tender validity (refer clause 20.1)
19.6	Deleted
19.7	Bidders will be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 3 years from the date of opening of tender , if bidders are in breach of our obligation(s) under the bid conditions, because we: <ul style="list-style-type: none"> (a) Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; <li style="text-align: center;">or (b) Having been notified or the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract: or (ii) fail or refuse to furnish the performance Security, if required, in accordance with Instruction To Bidder.
20	Tender Validity
20.1	If not mentioned otherwise in the GIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) from the date of opening of bid mentioned in the tender/bid document at the time of uploading on CPP portal. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
20.2	In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by post or by fax/ email followed by post. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.
20.3	In case the day up to which the tenders are to remain valid falls on/ subsequently

	declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
21	Signing of Tender
21.1	The tenderers shall submit their tenders online as per the instructions contained in GIT Clause 12.
21.2	The tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
21.3	The tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
21.4	The tender shall comprise two parts - first part containing the relevant techno-economical details; and the second part, price bid in predesigned BOQ. Only the rates quoted in BOQ shall be used for financial evaluation of the tender.
D	SUBMISSION OF BID
22	Submission of Bids
	The technical and financial bid with all required documents shall be uploaded online. Only shall be submitted in original as per NIT clause 3 &4
23	Liquidated Damages
	Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage prescribed in the SCC of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the percentage prescribed in the SCC of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.
24	Alteration and Withdrawal of Tender
24.1	The tenderer, after submitting its tender, is permitted to alter/ modify its tender within the deadline for submission of tenders.

24.2	No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.
E	TENDER OPENING
25	Opening of Tenders
25.1	The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the Para 1 of NIT (Section I). In case the specified date of tender opening falls on/ is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
25.2	The tenderers will be at liberty to be present either in person or through an authorised representative, who must carry 'Bid Acknowledgement Receipt', at the time of opening of bid or can view the bid opening event online at their remote end. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names and signatures and corresponding tenderers' names and addresses.
25.4	The technical bids shall be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids which are technically qualified in the first stage shall be opened for further scrutiny and evaluation.
F	SCRUTINY AND EVALUATION OF TENDERS
26	Basic Principle
	Tenders will be evaluated on the basis of the terms and conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.
27	Preliminary Scrutiny of Tenders
27.1	The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions as prescribed in the tender enquiry document. The tenders, who do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
27.2	The following are some of the important aspects, for which a tender may be declared unresponsive and ignored:

	<p>(a) Tender is unsigned.</p> <p>(b) Tenderer is not eligible.</p> <p>(c) Tender validity is shorter than the required period.</p> <p>(d) Required Bid Security Declaration has not been provided.</p> <p>(e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.</p> <p>(f) Tenderer has not agreed to give the required performance security.</p> <p>(g) Goods offered are sub-standard, not meeting the required specification.</p> <p>(h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.</p>
28	Minor Informality/ Irregularity/ Non-Conformity
	<p>If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such ‘minor’ issues to the tenderer by email/ registered/ speed post asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.</p>
29	Discrepancy in Prices
	<p>If, as per the judgement of the purchaser, there is any discrepancy in prices, the same will be suitably conveyed to the Tenderer by email/ registered/ speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.</p>
30	Discrepancy Between Uploaded and Hard Copy of Tender
	Deleted
31	Comparison on CIP Destination Basis
	The comparison of the responsive tenders shall be on CIP destination basis, duly delivered.
32	Tenderer’s Capability to Perform the Contract
32.1	The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who’ stender, has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
32.2	The above mentioned determination wills, interalia, take into account the tenderer’s financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate

	by the purchaser.
33	Contacting the Purchaser
33.1	From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and/ or its tender, it should do so only in writing.
33.2	In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison and evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.
G	AWARD OF CONTRACT
34	Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders
	The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
35	Award Criteria
35.1	Subject to GIT clause 34 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 31.
35.2	<p>Make in India</p> <p>(a) Among all qualified bids, the lowest bid will be termed L1. If L1 is from a local supplier the contract will be awarded to L1.</p> <p>(b) If L1 is not from a local supplier, 50% of the ordered quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts the less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price remaining quantity and so on and contract shall be awarded accordingly. In case some quantity still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p> <p>(c). Minimum local content: The minimum local content shall ordinarily be 50%.</p> <p>(d) Margin of Purchase Preference: The margin of purchase preference shall be 20%.</p> <p>(e). Verification of Local content.</p> <p>(i) The local supplier should provide self-certification that the item offered meets the local content and shall give details of the location(s) at which the local value</p>

	<p>addition is made.</p> <p>(ii) In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>(iii) False declaration will be in breach of the code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.</p>
35.3	<p>Micro, Small Enterprises (MSE)</p> <p>(a) In tender, participating MSE quoting price within price band of L1+15(Fifteen) percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20(twenty) per cent of total tendered value. The 20(twenty) percent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.</p> <p>(b) Within this 20(twenty) percent quantity, a purchase preference of 4 per cent (i.e. 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price. Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, Four percent sub target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:</p> <p>(i) In case of proprietary MSE, proprietor(s) shall be SC/ST.</p> <p>(ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty one percent) shares in the unit.</p> <p>(iii) In case of private Ltd companies, at least 51% (Fifty one percent) share shall be held by SC/ST promoters.</p> <p>(c) To avail this purchase preference, submission of Entrepreneurs Memorandum (EM) part-II/ NSIC/ Udhog Adhaar Memorandum (UAM) certificate is mandatory failing which the benefit will not be accorded.</p> <p>(d) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.</p> <p>(e) Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also</p> <p>(f) This policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any purchase preference over another MSE unit.</p>
36	Variation of Quantities at the Time of Award
36.1	At the time of awarding the contract, the purchaser reserves the right to increase or

	decrease the quantity, without any change in the unit price and other terms and conditions quoted by the tenderer.
37	Notification of Award
37.1	Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/ speed post or by email/ fax (to be confirmed by registered/ speed post) that its tender for goods and services, which have been selected by the purchaser has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within twenty-one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 5 under Section III.
37.2	The notification of award shall constitute the conclusion of the contract.
38	Issue of Contract
38.1	Promptly after notification of award, the purchaser will mail the contract form (as per Section XIV) duly completed and signed, in duplicate, to the successful tenderer by registered/ speed post.
38.2	Within 15(fifteen) days from the date of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to the purchaser by registered/ speed post.
39	Non-Receipt of Performance Security and Contract by the Purchaser
	Failure of the successful tenderer in providing performance security and/ or returning contract copy duly signed in terms of GIT clauses 37 and 38 above shall make the tenderer liable for suspended from being eligible for bidding in any contract and, also, for further actions by the purchaser against it as per clause 19 of GIT
40	Return of E M D
	Deleted
41	Publication of Tender Result
41.1	The result of technical evaluation, financial evaluation and award of contract shall be uploaded on CPP portal.

SECTION - III

**GENERAL CONDITIONS
OF
CONTRACT
(GCC)**

GENERAL CONDITIONS OF CONTRACT

1	Application
	The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section IV of this document.
2	Use of Contract Documents and Information
2.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
2.2	Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
2.3	Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.
3	Patent Rights
	The supplier shall, at all times, indemnify the purchaser, free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etcetera being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
4	Country of Origin
4.1	All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
4.2	The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3	The origin of goods and services is distinct from the nationality of supplier.
5	Performance Security
5.1	Within 7(seven) days after the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to 3% (three per cent) of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
5.2	The Performance security shall be denominated in Indian Rupees and shall be in one of the following forms: (a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India. (b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XIII of this document.
5.3	In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.
5.4	In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
5.5	Subject to GCC sub-clause 5.3 above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.
6	Technical Specifications and Standards
6.1	The goods and services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VI and VII of this document.
6.2	When no applicable standards are mentioned the goods and services shall conform to the authoritative standards appropriate to the goods and services of the country of origin and such standards shall be the latest issued by the concerned institution.
7	Packing and Marking
7.1	The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage, without any damage, deterioration.

	As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
7.2	The quality of packing, the manner of marking within and outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
7.3	<p>Packing Instructions:</p> <p>Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VI and VII, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:</p> <ul style="list-style-type: none"> (a) Contract Number and Date (b) Brief Description of Goods Including Quantity (c) Packing List reference number (d) Country of Origin of Goods (e) Consignee's name and full address (f) Supplier's name and address
8	Inspection and Quality Control
8.1	The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
8.2	The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
8.3	If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
8.4	In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's

	premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
8.5	If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
8.6	The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
8.7	Goods accepted by the purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
9	Terms of Delivery
9.1	Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the SCC.
10	Transportation of Goods
10.1	In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
11	Insurance
11.1	Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
11.2	The supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.
12	Spare Parts

12.1	<p>If specified in the List of Requirements and in the resultant contract, the supplier shall supply/ provide any or all of the following materials, information pertaining to spare parts manufactured and/ or supplied by the supplier:</p> <p>(a) The spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and</p> <p>(b) In case the production of the spare parts is discontinued:</p> <p>(i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts , and</p> <p>(ii) Immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.</p>
12.2	Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.
13	Incidental Services
13.1	<p>Subject to the stipulation, if any, in the SCC (Section-IV) and the Technical Specification (Section-VI), the supplier shall be required to perform any or all of the following services.</p> <p>(a) Providing after sales service during the tenure of the contract</p> <p>(b) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract</p>
13.2	Prices to be paid to the supplier by the purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the purchaser and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.
14	Distribution of Despatch Documents for Clearance/ Receipt of Goods
14.1	The supplier shall send all the relevant despatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and deal to be followed in general for this purpose would be as described in subsequent paras.
14.2	<p>Within 24 hours of despatch, the supplier shall notify the purchaser, consignee and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post/ speed post (or as instructed in the contract):</p> <p>(a) Supplier's Invoice indicating, interalia description and specification of the goods,</p>

	<p>quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Railway receipt/ Consignment note;</p> <p>(e) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(f) Inspection certificate issued by purchaser's inspector, if done.</p> <p>(g) Expected date of arrival of goods at destination.</p> <p>(h) Any other document(s), as and if specifically mentioned in the contract.</p>
15	Warranty
15.1	The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
15.2	The warranty shall remain valid for 12 (Twelve) months from the date of delivery at consignee place and duly accepted by the consignee. .
15.3	In case of any claim arising out of this warranty, the purchaser shall promptly notify the same in writing to the supplier.
15.4	Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
15.5	In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of forty eight months from the date such rectified/ replaced goods starts functioning to the satisfaction of the purchaser.
15.6	If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier
16	Assignment
16.1	The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
17	Sub Contracts
17.1	The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or

	later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
17.2	Sub contract shall be only for bought out items and sub-assemblies.
17.3	Sub contracts shall also comply with the provisions of GCC Clause 4 “Country of Origin”
18	Modification of Contract
18.1	<p>If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) Specifications, drawings, designs etcetera where goods to be supplied under the contract are to be specially manufactured for the purchaser, (b) mode of packing, (c) incidental services to be provided by the supplier (d) mode of despatch, (e) place of delivery (f) any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case
19	Prices
19.1	Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.
20	Taxes and Duties
20.1	Supplier shall be entirely responsible for all taxes, duties, fees, levies etcetera incurred until delivery of the contracted goods to the purchaser.
21	Terms and Mode of Payment
21.1	The detailed terms and mode of payment shall be as provided in the SCC.
21.2	Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
21.3	The payment shall be made in the Indian Rupees.
21.4	The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etcetera, duly signed with date, as specified in SCC and in a manner as also specified therein.

21.5	While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
21.6	<p>The important documents, which the supplier is to furnish while claiming payment, are:</p> <ol style="list-style-type: none"> a. Original Invoice b. Packing List c. Certificate of country of origin of the goods d. Certificate of pre-despatch inspection by purchaser's representative, if done e. Manufacturer's test certificate f. Certificate of Insurance g. Consignee's Certificate confirming receipt and acceptance of goods h. Any other document specified.
21.7	While claiming reimbursement of duties, taxes etcetera (like sales tax, excise duty, custom duty) from the purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the purchaser, the purchaser's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to the purchaser immediately on receiving the same from the concerned authorities.
22	Delay in the Supplier's Performance
22.1	The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
22.2	<p>Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:</p> <ol style="list-style-type: none"> (a) imposition of liquidated damages, (b) forfeiture of its performance security (c) Termination of the contract for default.
22.3	If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
22.4	When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following

	<p>conditions:</p> <p>(a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.</p> <p>(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.</p> <p>(c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.</p>
22.5	The supplier shall not despatch 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 despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the purchaser.
23	Liquidated Damages
23.1	Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage prescribed in the SCC of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the percentage prescribed in the SCC of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.
24	Termination for Default
24.1	The purchaser, without prejudice to any other contractual rights and remedies available to the purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
24.2	In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC

	sub-clause 24.1 above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
24.3	Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.
25	Termination for Insolvency
25.1	If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the purchaser.
26	Force Majeure
26.1	Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
26.2	For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
26.3	If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26.4	If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
26.5	In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
27	Termination for Convenience
27.1	The purchaser reserves the right to terminate the contract, in whole or in part for own

	(purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
27.2	The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide: <ul style="list-style-type: none"> (a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/ or (b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.
28	Governing Language
28.1	The contract shall be written in English language or in Hindi language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.
29	Notices
29.1	Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by email/ fax and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
29.2	The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
30	Resolution of Disputes
30.1	If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
30.2	If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration.
30.3	The applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.

30.4	The venue of arbitration shall be generally the place from where the contract has been issued.
30.5	The purchaser and supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
30.6	For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the bidder.
30.7	In case of any dispute, the matter shall be referred to court having their jurisdiction at Ahmedabad only.
31	Applicable Law
31.1	The contract shall be interpreted in accordance with the laws of India.
32	Deviation in Quantity
32.1	The purchaser reserves the right to increase 25% or decrease 25% of total quantity, without any change in the unit price and other terms and conditions quoted by the tenderer.

SECTION IV

**SPECIAL CONDITIONS
OF
CONTRACT
(SCC)**

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special conditions of contract shall apply for this purchase. These special conditions will modify/ substitute/ supplement the corresponding General Conditions of Contract (GCC) incorporated in Section III. The corresponding GCC clause numbers have also been indicated. In case of any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

S. No.	GCC Clause Number	Subject Matter	SCC Provision
1.	7.2, 7.3	Packing instructions	Deleted
2.	8	Inspection and Quality Control	<p>The GI Protection Box under this contract shall conform to the standards mentioned in the Technical Specifications. The sheets, Angles , flats used in Protection box shall comply to BIS standards. The Angle, Flat used in frame structure of GI Box should coated with PU based anti rust enamel paints of reputed brands and minimum 2 coatings should be given . The bottom ring at bottom sheet of protection box shall be given at time of placing supply order The number of protection with various diameter of ring at bottom sheet of protection box shall be given at time of placing supply order/signing of contractor.</p> <p>Pre Inspection.</p> <p>Before commencement of fabrication of protection box, sheets, angles, flats to be used in fabrication of protection box shall be inspected and should be approved by CGWB representative.</p> <p>The supplier initially shall fabricate one protection box within 7 days of award and get it duly inspected by CGWB. Any modifications/improvements suggested in writing by CGWB representatives should be incorporated in the protection box and after approval of protection box, it will be kept as sample protection box for reference.</p> <p>After the approval of sample protection box, the supplier should commence immediately fabrication of protection box on bulk basis and get it inspected and approved by CGWB representative before delivery in batches. In each batch, minimum 100 protection box should be offered for inspection of CGWB representatives.</p> <p>During inspection, any defect/deficiency in protection box observed by CGWB representative should be rectified . If</p>

			<p>defects/deficiency are not rectified within stipulated time by the supplier, the contract agreement/supply order shall be terminated and the contract shall be at the risk of supplier.</p> <p>Final Inspection: - The inspection of the stores will be conducted by the Executive Engineer (or) Inspecting officer to be nominated by The Executive Engineer, CGWB, Division.-I, Ahmedabad who at the consignee place. In case the material is not found in accordance with the prescribed specifications or otherwise defective, it will be rejected and will have to be replaced by the supplier at their risk & cost. However, acceptance of the goods will be done by the consignee at his place.</p>
3.	9	Terms of Delivery	All the GI Protection Boxes shall be delivered within 45 days from the date of award of contract. The supplier can also deliver all protection boxes by 2 or 3 batches within 45 days from the date of award of contract.
4.	12	Spare parts	Deleted
5.	13	Incidental Services	Deleted
6.	15	Warranty	<p>(a) All the warranty clauses incorporated in GCC and SCC shall also be applicable irrespective of the source where from the parts/ subassemblies/ equipment are bought by the manufacturer/ supplier and whatever the warranty terms provided by the OEM to Supplier. The manufacturer and supplier shall be fully responsible for warranty to the equipment even if the warranty provided by the OEM has partially/ fully expired by the time the units are delivered to the consignees. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>(b) Warranty will be for at least one year from date of delivery and duly received and accepted by the consignee.</p> <p>(c) If having been notified, the Supplier fails to remedy the defect within the period of 15 days, the purchaser may proceed to take within a reasonable period 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</p>
7.	20	Taxes and Duties	Supplier shall be entirely responsible for all taxes, duties, fees, levies etcetera incurred until delivery of the contracted goods to the purchaser.

			<p>(i) The supplier shall be entirely responsible for payment of all the taxes/ duties/ license fees etc. incurred until completion of the contract. However Octroi or Exemption certificate or Road permit wherever required, shall be provided by the consignee at the request of supplier as the stores is meant for use within the Department only and not for sale.</p> <p>(ii) In case of implementation of new Tax rates (including GST) during the contract period, any additional payment borne by the supplier on account of increase OR decrease in Tax structure on quoted goods and price, shall be reimbursable/ recoverable by the purchaser, on demand by the supplier/ purchaser</p>
8.	21	Terms and Mode of Payment	<p>The payment shall be released by the concerned Executive Engineer, CGWB, Ahmedabad (consignee). the bills in the triplicate copy along with all relevant documents will be submitted for arranging the payment.</p> <p>(a) Advance payment is not permitted.</p> <p>(b) 95% payment shall be released for the goods delivered and dully received in good condition by the consignees on submission of following document.</p> <p>i. Original Invoice</p> <p>ii. Certificate/report of pre inspection by purchaser's representative.</p> <p>iii. Consignee's test certificate confirming receipt.</p> <p>iv. Mandate Form for online payment.</p> <p>(c) 5% payment on cost of goods shall be released after completion of warranty period (12 Months) from the date of delivery subject to no defects observed. In case of any defects such as rusting, etc. the payment shall be released after rectification of defects..</p>
9.	23	Liquidated Damages	<p>Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to replace within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% (one percent) of the delivered price of the delayed goods for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of 10% (ten percent) of the delayed goods' contract price(s). During the above mentioned delayed period of supply and/ or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.</p> <p>Once the maximum of 10% (ten percent) is reached, the</p>

			purchaser may consider termination of the contract.
10.	30.1	Dispute Resolution Board	The Dispute Resolution Board shall comprise i) The Member (CGWB) ii) The Finance And Account Officer, CGWB iii) The Regional Director, WCR, Central Ground Water Board
11.	30.3	Arbitration	The Chairman, CGWB shall appoint the Arbitrator. In case of dispute all court cases shall be settled within the jurisdiction of Ahmedabad .

SECTION V
SCHEDULE OF
REQUIREMENTS

SCHEDULE OF REQUIREMENT

Sl. No.	Description	Quantity	Delivery schedule	Delivery Address
1	GI Protection box for water well as per the technical specification/drawing given in the tender document (i) 4" Well Dia. -15 Nos. (ii) 6" Well Dia.-134 Nos. (iii) 7" Well Dia.-09 Nos. (iv) 8" Well Dia.-12Nos. (v) 10" Well Dia.-02 Nos. (vi) 14" Well Dia.-01 Nos. (vii) 7 lever lock -173 Nos.	173 Nos.	Supply to consignee should be completed within 45 days from the date of issue of supply order/signing of contract agreement.	Central Ground Water Board Division-I, S. N. College Building, Gita Mandir Road, Shah Alam Tolnaka, Ahmedabad-380022

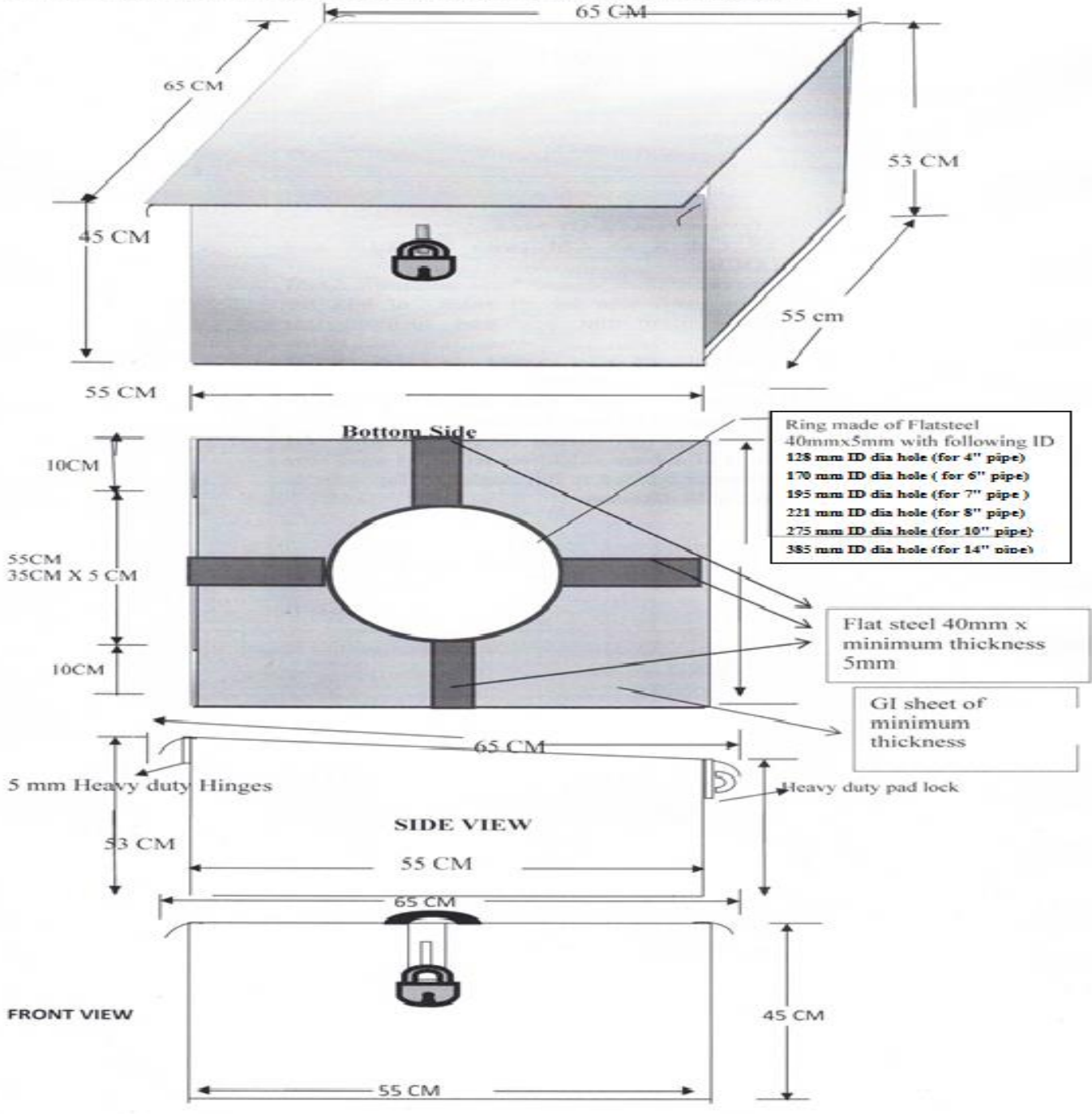
SECTION VI

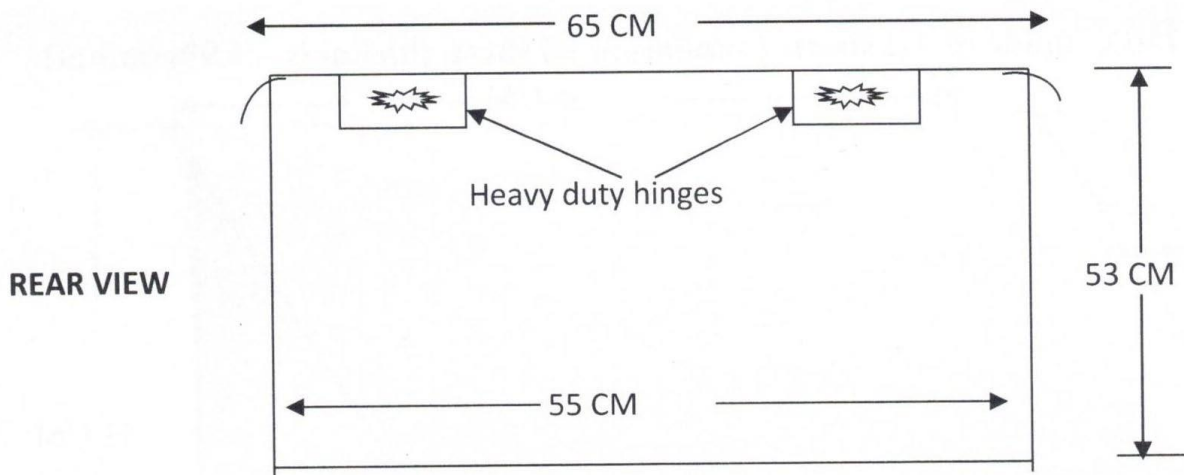
**TECHNICAL
SPECIFICATIONS**

TECHNICAL SPECIFICATIONS

3.13 mm (11 Gauge)

Protection Box made of GI sheets (minimum Gi sheet thickness –





COVER PLATE OF SIZE:

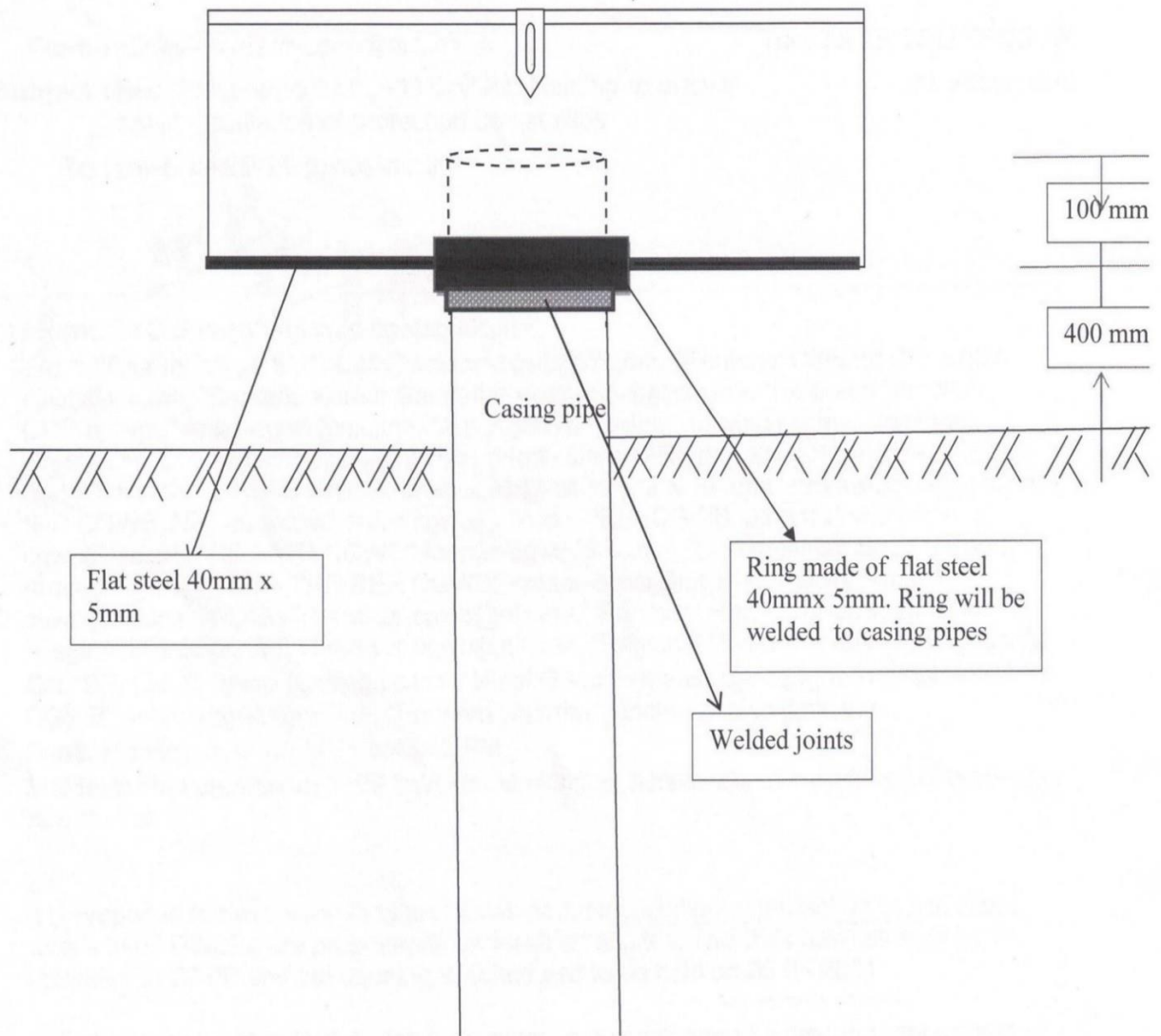
65 CM X 65 CM (with HANDLE and LOCK).

The cover plate should have minimum 5 CM extra projection on all sides of box for safeguarding the box and lock against rainfall.

The edges of sheet should not be sharp but should be rounded off.

The thickness of the plate should be made of 3.13 mm (11 Gauge) GI sheet.

Bottom of box should be covered with GI sheet of 3.13 mm thickness with flat steel ring at center welded to flat angles on for sides as shown in diagram



Note :

1. The material used for GI protection box should be confirmed to IS 277: 2003.
2. The thickness of the GI Sheet Should be minimum 3.13 mm (11 Guage)
3. The Outer Diameter (OD) of the casing pipe will differ from 128 mm(inch) to 385 mm (10inch) accordingly Inner Diameter (ID) of the hole in the protection box shall be varied.
4. The number different sizes of the hole in the protection box will be intimated to suppliers on placing SO/signing of contract.
5. The Seven lever brass lock shall be supply with the protection box. All the 173 locks shall be opened by an single key i.e. unique key for 173 locks. Each protection box lock should be supplied with 3 keys.

SECTION VII

QUALITY CONTROL REQUIREMENTS

	SECTION VII
	QUALITY CONTROL REQUIREMENTS
1.	The materials of boxes offered shall be as per BIS/ISO standard.
2.	The relevant BIS/ ISO standards to which the various materials/ parts/ components/ sub-assemblies/ equipment conform to should be specifically mentioned.
3.	The designs of GI Boxes should meet the functional requirement.
4.	Full specifications along with technical literature, source of supply and other details must be furnished for all components/ subassemblies

SECTION - VIII

TENDER ACCEPTANCE LETTER

Tender Acceptance Letter

(to be furnished on company's letterhead)

From

{Name and Address of Tenderer}

Date

To

The Executive Engineer

Central Ground Water Board

Division -I, S. N. College

Building, Gita Mandir Road,

Shah Alalm Tolnaka,

Ahmedabad-380022 (Gujarat)

Supply of (Name).

Reference: Your Tender Enquiry Document No. {Number} dated {Date}

Dear sir,

1. I/ We have downloaded/ obtained the tender document(s) for the above mentioned 'Goods/Work' from <http://cgwb.gov.in> or the Central Public Procurement portal of Government of India <http://eprocure.gov.in/eprocure/appas> per your advertisement, given in the above mentioned websites.
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 annexure(s), schedule(s), etcetera}, which form part of the contract agreement and I/ we shall abide by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.
5. I/ We hereby declare that our firm have never been under a declaration of non-eligibility for corrupt and fraudulent practices issued by any Court or Government Department or Public Sector Undertaking and not blacklisted for non-compliance of any contract by any Government Department or Public Sector Undertaking.
6. I/ We hereby declare that we shall abide by the Integrity Pact attached.
7. I / We certify that all information furnished by us is true and correct and in the event that the information is found to be untrue/ incorrect or found violated, then your department/ organization shall, without giving any notice or reason thereof, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the earnest money deposited by us.

Yours faithfully,

(Signature of the Tenderer, with Official Seal)

SECTION IX

PRICE SCHEDULE/ BOQ FORMAT

Validate

Print

Help

Item Rate Boq

Tender Inviting Authority: The Executive Engineer , CGWB , Division 1, Ahmedabad

Name of Work: Supply of GI Protection Box as per technical specification and design

Contract No: Div-JINIET-1/2021-22

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words		
1	2 Description	4	5	6	13	53	55		
1.01	Galvanized Iron (GI) Protection Boxes for water well as per specification /drawing of Tender document (i) 4" Well Dia. -15 Nos. (ii) 6" Well Dia.-134 Nos. (iii) 7" Well Dia.-09 Nos. (iv) 8" Well Dia.-12Nos. (v) 10" Well Dia.-02 Nos. (vi) 14" Well Dia.-01 Nos. (vii) 7 Lever Lock -173 Nos.	173.000	Nos	2449680.00		0.00	INR Zero Only		
Total in Figures						0.00	INR Zero Only		
Quoted Rate in Words						INR Zero Only			

SECTION X

GENERAL QUESTIONNAIRE

SECTION X

GENERAL QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark “not applicable”. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement. In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Brief description of goods offered:
 - a. Technical specification as per required brochure to be attached.
2. Offer is valid for acceptance up to:
3. Your permanent Income Tax A/C No. as allotted by the Income Tax Authority of Government of India: Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.
4. Status :
 - (a) Are you currently registered with the MSME or National Small Industries Corporation (NSIC) and/ or the present purchaser and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - (b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status in case your answer(s) to above queries is in affirmative.
5. Please indicate name and full address of your Banker(s) :
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Department of Government of India or by any State Government.

{Signature of the Authorised Officer of the Supplier}
{Name and Designation of the Officer}
{Seal, Name & Address of the Supplier}

SECTION XI

**BID SECURITY DECLARATION FORM
FOR
EARNEST MONEY DEPOSIT**

SECTION XI

Bid Security Declaration

Bid No.:

Alternative No.:

To:
The Executive Engineer
Central Ground Water Board
Division I
S. N. Collge Building Gita
Mandir Road,
Shah Alam Tolnaka
Ahmedabad – 380022 (Gujarat)

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **3 years** for date of opening of bid , if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;

or

- (b) (b) Having been notified or the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract: or (ii) fail or refuse to furnish the performance Security, if required, in accordance with Instruction To Bidder .

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) sixty days after the expiration of our Bid validity.

Name of the Bidder: _____

Name of the person duly authorized to sign the bid on behalf of the Bidder

Title of the person signing the_Bid Signature of the person name above _____

Date signed of Day of / /2021

SECTION XII

MANUFACTURER'S
AUTHORISATION FORM

MANUFACTURER'S AUTHORISATION FORM

To

The Executive Engineer
Central Ground Water Board
'Division-I,
S. N. College Building
Gita Mandir Road,
Shah Alam Tolnaka
Ahmedabad- 380022

Reference: Your Tender Enquiry Document No.{Number} dated {Date}

Dear Sirs,

We, (*Name of the Manufacturer*), who are proven and reputable manufacturers of (*Name and Description of the Goods Offered in the Tender*) having factories at (*Address of the Manufacturer*), hereby authorise Messrs (*Name and Address of the Agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

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

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

Yours faithfully,

{Signature of the Authorised Officer of the Manufacturer}

{Name and Designation of the Officer}

For and on behalf of

{Seal, Name & Address of the Manufacturer}

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

SECTION XIII

**BANK GUARANTEE FORM
FOR
PERFORMANCE SECURITY**

SECTION XIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The President of India
Acting through Executive Engineer,
Central Ground Water Board, Division-I, Ahmedabad

WHEREAS {Name and Address of Supplier} (hereinafter called “the supplier”) has undertaken, in pursuance of Contract No {} dated {} to supply {Short Description of Goods and Services} (herein after called “the contract”).

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of {amount of the guarantee in words and figures}, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of {amount of the guarantee }, as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to and including the {Specify Day} day of {Specify Month and Year}.

{Signature of the Authorised Officer of the Bank}
{Name and Designation of the Officer}
{Seal, Name & Address of the Branch of the Bank}

SECTION XIV
CONTRACT FORM

SECTION XIV

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2019 between _____ (Name, city, Country) (herein after called “ The Purchaser” of one part and _____ (Name, city, Country) (herein after called “ The Supplier”) of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz. (brief description of goods and services) and has accepted a bid by the Supplier for supply of those goods and services in the sum of(contract price in words and figures)(hereinafter referred to as “ the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement:
 - a) The Technical Bid and the Price Bid submitted by the Bidder,
 - b) The List of Requirements,
 - c) The Technical Specifications,
 - d) The General Conditions of Contract,
 - e) The Special Conditions of Contract, and
 - f) The Purchaser’s Notification of Award.
 - g) All documents pertaining to NIET.....
- 3) In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and services and to remedy defects therein in conformity in all respects under the provisions of the Contract.
- 4) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF THE parties hereto have caused this Agreement to be executed in accordance with their respective laws and day and year first above written.

Signed, sealed and delivered by the Said _____(For the Purchaser) In the presence of _____	the		the	Signed, sealed and delivered by the Said _____(For the Supplier) In the presence of _____
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SECTION XV
INSTRUCTIONS
FOR
ONLINE BID SUBMISSION

INSTRUCTIONS FOR ONLINE SUBMISSION OF BIDS

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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 in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - 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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - 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” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered /given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white collared (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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 Toll Free No. 1800 3070 2232 and Mobile Nos 91 7878007972 and 91 7878007973.**

SECTION XVI

FORMATS FOR
QUALIFICATION INFORMATION

FORMATS FOR QUALIFICATION INFORMATION

- 1 The information to be filled in by the Bidder in the following pages will be used to ascertain responsiveness of the bidder as per eligibility criteria provided for in Clause 5 of the Instructions to tenderers. This information will not be incorporated in the Contract.

1.1 For Individual Bidders

Copy of valid manufacturer/authorised dealers/distributor/agent certificate (Reference: clause 5.1 of eligibility criteria):

[Attach copy]

2 Annual turnover for last three financial years

(Refer Clause 5.4 of ITB

Financial Year	Turnover (INR)
2018-19	
2019-20	
2020-21	

3 Details of similar Supplies successfully completed during last seven years

Details of supplies made during last seven years along with end user performance certificate(s). (Reference : Clause 5.2 & 5.3 of eligibility criteria)

Organisation which issued the purchase order/ placed contract	Contract/ Purchase Order Number	Contract/ Purchase Order Date	Quantity	Relevant Documents
				1. Copy of the Contract or Purchase Order, or work order 2. Copy of invoice bill with delivery challan or performance certificate from client or proof of payment

Date

signature

SECTION-XVII
CHECKLIST

**CHECKLIST MUST BE FILLED & SUBMITTED BY THE
BIDDER**

Clause No.	Duly Self Attested following documents	Reference Page No(s) where the documents are uploaded															
SECTION -II (GIT) Clause 5.7	a) Copy of valid manufacturer/authorized dealers/distributor certificate (Reference: clause 5.1 of eligibility criteria).																
	b) Orders of supply(ies) along with end user performance/ certificate(s).(Reference: Clause 5.2 & 5.3 of eligibility criteria)																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Organisation which issued the purchase order/ placed contract</th> <th style="width: 15%;">Contract/ Purchase Order Number</th> <th style="width: 15%;">Contract/ Purchase Order Date</th> <th style="width: 10%;">Qty</th> <th style="width: 35%;">Relevant Documents</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>Copy of the Contract/ Purchase Order</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>End user certificate/proof of payment by letter of credit(LOC)confirming that machine(s) has/ have been successfully commissioned</td> </tr> </tbody> </table>	Organisation which issued the purchase order/ placed contract	Contract/ Purchase Order Number	Contract/ Purchase Order Date	Qty	Relevant Documents					Copy of the Contract/ Purchase Order					End user certificate/proof of payment by letter of credit(LOC)confirming that machine(s) has/ have been successfully commissioned	
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	c) Turnover for last three years duly certified by Chartered Accountant. (Reference: Clause 5.4 of eligibility criteria).																
	d) List of service centers and location of dealers/ stockiest (Reference: Clause 5.5 of eligibility criteria)																
	e) Product brochure/literature and Point wise compliance statement on the technical specification dully signed and filled up by the bidder .In case there is any variation and/ or deviation between the goods and services specified and that offered, list out the same in a tabular form without ambiguity. (Reference: Clause 5.6 of eligibility criteria)																
	f) Scanned copy of Bid security declaration for EMD: As per clause 19 of Section II Instructions to Tenderers.																
g) Scanned copy of tender fee																	
h) Scanned copy of Tender Acceptance Letter: As per format in Section VIII																	
i) Document for make in India																	
j) Document for MSE and start up																	
SECTION-X	General questionnaire given in Section X																
SECTION-VII	Documentary evidence of meeting quality control requirements																