TENDER NO. ..... D(P-S)Cell/Spare Cell

FOR PROCUREMENT OF STORES/EQUIPMENT

/SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC)

/SUPPLY, ERECTION, TESTING & COMMISSIONING (SETC)

……
……
……
……
……

PRASAR BHARATI
(BROADCASTING CORPORATION OF INDIA)
DG: ALL INDIA RADIO
AKASHWANI BHAWAN, SANSAD MARG,
NEW DELHI-110001 (INDIA)

PRASAR BHARATI
(BROADCASTING CORPORATION OF INDIA)
DIRECTORATE GENERAL: ALL INDIA RADIO
AKASHWANI BHAWAN, NEW DELHI-110001
(PURCHASE WING, P & D UNIT)

E-mail:

Reference No. .....……..
Dated.....

To:

.....

.....

.....

INVITATION TO BID

On behalf of the President of India, sealed tenders in duplicate are invited by this Organisation in the prescribed Bid forms at Appendices, 2 to 8 of "Instructions to Bidders" enclosed at Annexure I. The details of the tender are given in the schedule below:

1. **Tender No. :**

2. **Description and quantity of Stores / SITC/SETC:**

3. **Delivery Period:**

4**. Tender Fee:**
   i) Foreign Bidder :
   ii) Indian Bidder :

5**. Bid Bond (Bank Guarantee) Earnest Money:**
   i) Foreign Bidder:
   ii) Indian Bidder:

6. **i) Bid Bond Validity up to :** **60 (Sixty) days beyond bid validity**
   ii) Bid Validity up to : **120 (one hundred twenty) days from the date of opening of Technical Bid.**

7. **Warranty:** **Required as per clause 8 of Annexure-II, General Terms & Conditions.**

8. **Performance Bank Guarantee/: Required as per Appendix to Annexure-II, Security Deposit (General Terms & Conditions).**

i) **Amount:** **5% of the order value in case of FOR Destination contract & 10% in case of FOB Contract.**

ii) **Validity:** **60 (sixty) days from the date of expiry of Warranty/Guarantee**

9. **Correspondence Address** : **Asstt. Director (Purchase),**
Room No. 326/329
Directorate General, All India Radio,
Akashvani Bhawan, Sansad Marg,
New Delhi-110001.

10**. Paying Authority**

a) **Capital** : **Chief Engineer (North Zone),**
AIR & DD, Jamnagar House
Shahjahan Road, New Delhi
Controller of Accounts,PB (BCI),
PTI Building,
Parliament Street, New Delhi-110001

b**) Revenue** : **Station Engineer,**
Central Stores
All India Radio, Akashvani Bhawan,
New Delhi-110001

11. **Tender Opening Date**…….

12. **Terms of Delivery:**
For Indian Supplier:
For Foreign Supplier:

13. **Important Instructions**

The tender will be governed by the 'Instructions to the bidder' as per Annexure-I; "General Terms & Conditions" placed at Annexure-II and "Technical Specifications". The contract will also be governed by the conditions set out in DG S&D 68 (Revised) relating to the conditions applicable to the contract placed by the Central Purchase organisation of the Govt. of India and DGS&D-229 relating to special conditions for

imported stores, as amended up to date in so far as they are applicable and not inconsistent with the conditions mentioned in the tender document.

Deviations/Exceptions to the clause, if any, should be explicitly recorded seriatim as a separate Annexure (Appendix 5 to Annexure-I), in your offer, failing which all the clauses shall be deemed to have been accepted by you.

Two Bid Systems shall be followed for this tender. Tenderers should take due care to submit tenders in accordance with requirement in sealed covers as specified in clause 2 of "Instruction to Bidders" (Annexure-I). Bid evaluation criteria at Annexure-III shall be the basis for evaluation of tenders.

The Technical & Commercial Bid should be submitted in separate Sealed Cover. The authorisation letter from Foreign Principal and user list should be enclosed along with the Technical & Commercial Bid.

The tenderer while submitting their bid, must adhere to the following instructions of Central Vigilance Commission, otherwise their offer is likely to be ignored.

1. **One Agent /Dealer/Supplier shall not represent two manufacturers or quote on their behalf in a particular tender i.e. one bidder shall quote only one type of equipment in a particular tender.**

2. The offer will be entertained either from the foreign principal directly or its Indian agent on behalf of the foreign principle but not from both in a particular tender. Further, in cases where an Agent participates in a tender on behalf of a manufacturer, he will not be allowed to quote on behalf of another manufacturer in a subsequent / parallel tender for the same item.

3. Tender documents submitted by the tenderer shall be neatly tied and each page numbered and signed and stamped by them.

NOTE: THE FOLLOWING SHOULD BE SUBMITTED ALONG WITH THE TENDER.

(a) **Original Equipment's manufacturer's authorisation for Equipment quoted.**

(b**) Past performance along with the user certificate in respect of Supply of equipment /SITC/SETC quoted.**

(c) **Proof of past record of timely and good quality supply of Equipment/execution of SITC/SETC for past two year in respect of Equipment quoted.**

(d) Indian agents commission (if any) should be quoted in firm Indian Rupees. Prices quoted should be exclusive of Indian agent's commission (if any).

(.....)
Asstt. Director (Purchase
For & on behalf of Prasar Bharati

LIST OF ANNEXURES :

Annexure I : INSTRUCTIONS TO BIDDERS

Appendix 1: Bid Document Acknowledgement Form

Appendix 2: Bid Submission Form and Agreement

Appendix 3: Bid Bond Bank Guarantee Proforma

Appendix 4: Check List

Appendix 5: Exception/Deviations Proforma

Appendix 6: Past Supplies/SITC/SETC Proforma

Appendix 7: Bidders Information Proforma

Appendix 8: Schedule of Rates

Appendix 9: Authorization Letter for attending tender opening

Annexure II: GENERAL TERMS AND CONDITIONS (GTC)

Appendix to Annexure II: Proforma for Bank Guarantee for Performance Bond

Annexure III: BID EVALUATION CRITERIA

Annexure IV: DESCRIPTION OF STORES/SITC/SETC AND TECHNICAL SPECIFICATIONS

ANNEXURE - I

INSTRUCTIONS TO BIDDERS

(Please sign each page of these conditions and send it with your offer)

1. **PREPARATION OF TENDER:**

i)The Bid shall be submitted in the prescribed proforma as per Appendices 2 to 8. The bid document duly filled in and signed should be returned intact whether you are quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not quoting".

ii) In the event of the space on the bid document being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the Tender Number and duly signed. In such cases, reference to the additional page must be made in the tender form.

iii) The bid document referred to above, if not returned or if returned but not duly filled-in, will be liable to result in rejection of the tender.

iv) Bidders are advised in their own interest to ensure that all the points brought out in the checklist enclosed at Appendix 4 are complied with in their offer failing which the offer is liable to be rejected.

v) The Bids can only be submitted in the name of the bidder in whose name the bid documents were issued. The tender papers filled-in and completed in all respects, shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

The tender submitted by bidders and any annotations or accompanying documentation submitted along with the tender shall be in English language.

Bidders should indicate at the time of quoting against this tender their full postal and telegraphic/ telex/ E-mail addresses and also similar information in respect of their authorized agent(s) in India, if any.

Bidders shall sign their proposal with the exact name of the firm to whom the contract is to be issued. The tender shall be duly signed and sealed by an executive officer of the bidder's organization.

Each page of the tender shall be signed by a duly authorized officer and in the case of a corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal.

Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also source of his ability to bind the bidder.

The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the tender. This organisation may reject outright any tender unsupported by the adequate proof of the signatory's authority. In the case of consortium the Indian leader can submit bids on behalf of consortium along with Memorandum of Understanding (MOU) giving the details of MOU.

OR

The other members can participate in technical discussions and sign the minutes of such discussions. In the event said work having to be performed by a person/firm who is not member of the said consortium, the tenderer shall also specifically indicate the details name and address of such person/ firm and shall be accompanied by valid proof of authority drawn in favour of consortium to bind such person/firm.

vi) It must be ensured that each page of the tender including terms and conditions and Bid Evaluation Criteria (Annexures I, II and III) are signed by bidder and returned to this office along with offer.

2. DELIVERY OF TENDER:

2.1 The tender will be on the basis of "Two Bid System" and offers are to be submitted in duplicate sealed covers. The first inner sealed cover will contain "Technical Bid" having all details including the list of equipment to be supplied/SITC/SETC to be executed, but with price column blanked out. There will be no mention of price anywhere in the "Technical Bid" and Earnest Money/Bid Bond will also be sent in above first inner cover. This cover will clearly be superscripted with "Technical Bid" along with tender number and item description. The second sealed inner-cover will contain the price schedule duly filled in and signed and contain all the commercial details of the bid and will be clearly super-scribed with "Commercial Bid" along with tender number. These two covers shall be put into an outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined along with the address of this office.

All General Terms and Conditions (GTC) attached with the invitation to tender are sacrosanct for considering any offer as a complete offer. It is therefore, important that all documents duly completed and signed are returned with your offer.

2.2 The right to ignore any offer which fails to comply with the above instructions is reserved. Only one tender should be included in one cover.

2.3 Your offer must reach this office not later than 1200 Hours on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at this office not later than 1200 hours on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

2.4 Any **change in quotation after opening of tender will not be considered**.

2.5 This organisation will not be responsible for the loss of tender form or for the delay in postal transit.

2.6 Tenderer is advised in his own interest to ensure that his offer reaches this office well before the closing date and time of the tender as the **offers received after the closing date and time of the tender will not be considered.**

2.7 TELEX/TELEGRAPHIC/TELEFAX/E-MAIL offers, whether received directly by this organisation or submitted by the local agents in India, will not be considered.

3. **VAGUE AND INDEFINITE EXPRESSION**

Tenders qualified by vague and indefinite expressions such as "Subject to immediate acceptance" or "Subject to prior sale" etc. will not be considered.

4. **VALIDITY PERIOD OF OFFER**

4.1 The tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of tenders till the expiration of the validity period or any extension thereof.

The offers of those tenderers who have not kept the validity open till the period stipulated in the tender will be treated as un-responsive and will be ignored without making any reference to the tenderer.

4.2 The tenderer will undertake not to vary/modify the tender during the validity period or any extension thereof.

5. **OPENING OF TENDERS**

5.1 The tender will be opened at 1500 hours on the date of opening indicated in the "Invitation to bid". The tenderer or his authorized representative may be present at the time of opening of tender on the specified date, but a letter in the form annexed as Appendix-9 hereto must be forwarded to this office along with tender document and a copy of this letter must be produced in the office by the person attending the opening of tender. Unless this letter is presented by him, he may not be allowed to attend the opening of tender.

5.2 In case of unscheduled holiday on the closing/opening day of tender, the next working day will be treated as scheduled prescribed day of closing/ opening of tender, the time notified remaining the same.

6. **PRICE: FOR FOREIGN BIDDERS**

6.1 The price quoted must be net for per unit and must include packing and delivery charges.

6.2 BC SELLING RATE on the date of price bid opening will be applicable for comparison and evaluation of bids.

6.3 The tenderer must quote the following prices and information: -

i) Firm FOB/FAS rate stating the port of Embarkation and currency in which Letter of Credit is to be opened.

ii) Firm C&F/CIF as required in the price stating freight and insurance separately. The insurance and freight structure must be based on the rate applicable for AIR-INDIA (IATA) and National Insurance Companies of Government of India.

iii) Gross weight and volume of each item. If volume & weight of the consignment and freight and insurance charges are not quoted separately, then 5% will be loaded in their FOB Cost for calculating CIF prices for the purpose of Commercial evaluation and an additional 5% of CIF will be loaded in the FOB quotes as Inland Handling Clearance charges for an equitable comparison of FOB offers vis-à-vis FOR destination quotes.

6.4 FOB/C & F/CIF AND EX. WORKS price should be exclusive of Indian Agent's commission, if any, which should be shown as a separate item in Indian Rupees. The Indian Agent's commission will be paid in non-convertible Indian currency.

6.5 The tenderers are requested to quote their firm prices. Any change or modification to the offer after opening of the tender will not be considered at all. Further, post tender negotiations are also banned except in the case of negotiations with L-I (i.e., Lowest Tenderer).

6.6 Any offer not indicating firm FOB prices shall not be considered. This Organisation reserves the right to place the order either on FOB or C&F/CIF basis.

6.7 Other terms for prices under FILO and FISLO will not be acceptable.

6.8 **PRICE: FOR DOMESTIC BIDDERS**

i) In the case of consortium led by Indian bidder, the Indian bidder can submit bid on behalf of the consortium along with Memorandum of Understanding (MOU) giving the details of MOU. The other members can participate in technical discussions and sign the minutes of such discussions.

ii) The Indian Bidder is free to quote firm price fully in Indian currency or in foreign currency to the extent of imported component of the supplies to be effected. For a bidder's request for comparative evaluation on account of FE rate variation, the bidder must quote FOB price in foreign currency along with the formula by which the bidder has arrived at FOR destination price quoted by them in INR. If no such information is given then bidder's request for comparative evaluation on account of FE rate variation will not be considered. For the purpose of comparative evaluation, the quoted foreign exchange component will be converted into rupees at the BC selling rate prevailing on the date of opening of price bid. The commercial comparison will be made FOR Destination basis taking into account the insurance, freight Customs Duty and internal handling charges based on formulae mentioned in para 6.3 (iii).

iii) Indian bidders should quote net price after taking into account the price factors referred to in para 6.8.(ii)

iv) Indian bidders should have applied for Government's clearance for Joint Venture/collaboration with reputed foreign manufacturer at the time of unpriced bids. Proof of Government's clearance should be submitted prior to the date notified for opening of Priced bids failing which offer will be ignored.

6.9 Repeat **order:**

The bidder/tenderer is advised to quote rates keeping in mind that repeat order can also be placed up to 50% of the original quantity of any item(s) on the same terms and conditions as stipulated in the original purchase order during the validity of this order, or within six months of original supply order, whichever is later. It will be obligatory on the part of the supplier/contractor to execute such repeat order(s) also.

6.10 **Capital items & Spares thereof**:

The bidders, while quoting for equipment will quote item-wise, separately for spares along with price for initial lot of spares for operation of the equipment for one/two years. Incomplete offers/non inclusion of details in respect of spares, as stated above, will lead to rejection of the offer without any back reference in the matter.

6.11 Payment of excise duty and sales tax (on ultimate products) and customs duty (For Indian Bidders):

Payment of excise duty and sales tax (on ultimate products) and customs duty, as applicable on the closing date of tender will be to supplier's/contractor's account. Any statutory variation (both plus, and minus) in the rate of excise duty/sales tax/customs duty after closing date of tender/revised price bid but before the expiry of the contractual delivery/completion period along with price of initial lot of spares will be to the account of this Organisation.

The bidder(s) will indicate in their bid the amount with exact rate of custom duty and the applicable item of Custom tariff under which it is covered. Similarly the amount of Excise and Sales Tax on ultimate finished product, as applicable a tendering stage will be shown separately in the bid. In case the above information subsequently proves wrong, incorrect or misleading (a) this Organisation will have no liability to reimburse the excess in the difference in rates of the item under which the duty/tax assessed finally (b) this Organisation will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

Any increase in excise duty, Sales tax/customs duty during extended period of the contract/supply order will be to supplier's/contractor's account where such a extension in delivery of the materials/completion of the project was on the request of supplier/contractor. However, any decrease in excise duty/sales tax/customs duty during extended period of the contact/supply order will be to the account of this Organisation.

7. **Trade/Volume discount**

Bidders will not indicate separate discount. Discount, if any, should be merged in the rates against the quoted item(s). Discount of any type indicated separately will not be taken into account for evaluation purposes.

8**. Eligibility Criteria**

Bids should be from actual manufacturers. Bid from sole selling agents/authorized distributors/authorized dealers can also be considered provided such bids are accompanied with necessary supporting documents/authority letter from concerned actual manufacturer who authorized them to market their product, provided further, such an authority letter is valid at the time of bidding. The supplier/contractor shall ensure that the required warranty cover is provided by the original manufacturer of the product. Public Sector undertakings manufacturing/proposing to manufacture the item indigenously and in collaboration with foreign manufacturer can also participate in the bid. In the case of consortium, the Indian bidder can submit bid on behalf of the consortium.

9. **Purchase preference for Product of Public Enterprises**:
This Organisation reserves its right to allow to the public enterprises, purchase preference facilities as admissible under the existing policy of the Government of India and not to accept the lowest rate quoted by the tenderer.

10. **Scope of Supply of Equipments/SITC/SETC:**

The delivery of the stores/execution of SITC/SETC is required as stated in Invitation to Bid on terms specified in clause 2 of General Terms and Conditions at Annexure II. Any deviation must be clearly mentioned.

11. **Samples:**

11.1 Samples are not required unless specifically called for. When called for, each sample should have a card affixed with it and indicating: -
a) Tenderer's name and Address
b) Tender No.
c) Date of opening of tender
d) Item No. against which tendered
e) Any other description

11.2 The samples when called for should be sent to the purchasing authority along with the offer. The cost and freight of sending the samples shall be borne by the tenderer and there will be no obligation on the part of receiving officer for their safe custody. Samples received late are liable to be ignored. If the samples are sent by Railway parcel, the Railway Receipt (RR) should be posted separately to the addressee to which the samples are sent (under covering letter giving the particulars of tender number and due date) well in advance to enable the addressee to get the parcel released before the date of opening of the tender. The RR should not be sent along with the offer. Sample submitted with the tenders, which have not been accepted; will, if it has not been destroyed

during testing, be delivered at your cost provided the application for return is made to the officer to whom the samples are sent, within one month of the date fixed for the opening of tender or after modification/cancellation of demand. This organisation will not be liable for loss, damage or breakage in respect of samples. If no application is received within the due date, samples will be disposed of by public auction and the sale proceeds credited to this Organisation.

12. **Consideration of offer in full or in part.**

This Organisation may reject/accept or prefer any tender without having to assign any reason whatsoever. This Organisation also reserves to itself the right to accept any tender in part or split the order between two or more bidders. Tenderers are at liberty to quote separate rates for the whole quantity as well as reduced quantity.

13. **Acceptance of offer by Telex/Telegram/Fax :**

Acceptance by the Purchaser may be normally communicated by Telex/Telegram/Fax. In case where acceptance is communicated by Telegram/Telex/Fax, the regular order will be forwarded as soon as possible but the instructions contained in the Telegarm/Telex/Fax should be acted upon immediately. With the issue of Telegram/Telex/Fax of acceptance, the contract shall be deemed to have concluded. Contract shall mean and include the invitation to tender/instructions to tenderers, tender, acceptance of tender, supply of stores/SITC/SETC particulars and the general and special conditions specified in the acceptance of tender.

14. **Specifications:**

i) Unless otherwise asked for, the offers of "Makers design or for alternative specification, the tenderer must note that his offer, will be rejected in case the tender stipulations are not complied with strictly or the goods offered do not conform to the required specifications indicated therein. The lowest tender will be determined from among those tenders, which are in full conformity with the required specifications.

ii) In case the offers have been asked for "Makers design" or for alternative specifications, the tender will clearly indicate as to how the materials being offered will serve this Organisation's purpose and in what respect the offer differs from the required specifications.

iii) If this Organisation finds that materials supplied/works carried out are not of correct quality and are not according to required specifications or otherwise not satisfactory owing to any reason of which the Organisation will be the sole judge, the Organisation will be entitled to cancel the contract for supply of stores/SITC/SETC and meet its requirements of stores/SITC/SETC from the open market at the risk and cost of the supplier/contractor, reserving always to

itself the right to forfeit the security deposit placed by the supplier/contractor for fulfillment of the contract.

15. **Bid Bond Earnest Money/Security Deposit/Performance Bond:**

15.1.1 **Earnest Money/Bid Bond**

The bidders must enclose with their technical bid, Earnest Money in the form of FDR/ Bank draft/Bank Guarantee from an Indian scheduled Commercial Bank in case of Indian supplier or Bank guarantee/Demand Draft in equivalent freely convertible foreign currency in case of Foreign supplier, in favour of D.D.O., P&D Unit, DG:AIR, New Delhi. The Bank Guarantee should be as per performa at Appendix 3. The earnest money amount should be as specified in clause 5 of Invitation to BID. In case the Bank Guarantee is obtained from a foreign bank, it should be guaranteed by an Indian scheduled commercial bank and must be governed by Indian Laws subject to jurisdiction of courts of New Delhi. The bid bond should initially be valid up to 60 days beyond period of Bid validity.

15.1.3 Offers without Earnest Money/Bid Bond of shorter validity will be ignored.

15.1.4 The Earnest Money/Bid Bond deposited by the tenderer shall be forfeited by this Organisation in the following events:

a) If tender is withdrawn during the validity period or any extension thereof.
b) If tender is varied or modified in a manner not acceptable to this Organisation during the validity period or any extension of the validity duty agreed by the bidder.

c) If a tenderer, whose tender has been accepted, fails to furnish Security deposit/ performance bank guarantee within 30 (thirty) days before the expiry of bank guarantee/bid bond.

15.1.5 The earnest money/bid bond of unsuccessful bidders will be returned on finalisation of the tender. The earnest money/bid bond of successful bidder will be returned or receipt of security deposit/performance bond.

15.1.2 Security Deposit/Performance Bond.

The successful bidder, within 30 (thirty) days of the receipt of order/advance order/letter of intent, will the required to send security deposit in the form of Crossed bank draft in favour of DDO : DG : AIR : P & D UNIT New Delhi or in lieu thereof, Performance Bond for the amount as indicated in the "Invitation to Bid".

16. Catalogue of spare parts/Literature of the equipment:

It will be a condition of Letter of Credit that within 2 (two) months from the date of the receipt of supply order, the supplier/contractor will send two copies of catalogue of spare parts/Manuals of operation/maintenance/repairs to the purchaser. The supplier/contractor, in case of bought items, will also invariably furnish name of the manufacturer, specification, test certificate and identification

number. The purchaser will send acknowledgement of the receipt of above information/document. The supplier will send two copies of catalogue of spare parts/manuals of operation/ maintenance/repairs to consignee along with materials. A certificate of compliance of above condition will be sent by the supplier/contractor along with negotiable and nonnegotiable copies of bill of lading. Quotations must accompany necessary literature of the equipment/catalogue of spare parts, failing which the offer will be rejected.

17. Transfer of Tender documents:

The tender is non-transferable.

18. Correspondence:

i) Our telex/telegraphic/E-mail address is
Telex
Fax
E-mail
ii) All correspondence from tenderer/supplier/contractor shall be made to the Purchase Authority (by name), who has issued this tender.
iii) All correspondence shall bear reference to Tender No./Purchase Order.

19. Order on Higher tenderer:

It should be noted that if an order is placed for supply of stores/SITC/SETC on a higher tenderer in preference to the lowest acceptable offer in consideration of an earlier delivery, the tenderer will be liable to pay to the Purchaser, the difference between the contract rate and the rate quoted by the lowest acceptable tenderer, in case he fails to complete the supply of Stores/execute SITC/SETC in terms of such contract within the specified date of delivery. This is without prejudice to other rights under terms of contract.

20. Name of manufacturer and certificate of origin.

The name of the manufacturer should be clearly mentioned in the offer. In case of acceptance of his offer, the tenderer shall have to furnish a certificate of origin from the Chamber of Commerce of the exporting country along with negotiable shipping documents.

21. Agent/consultant/representative/retainer/associate:

In the event bidder is having agent/consultant/representative/retainer/associate/ servicing facilities in India (who is not an employee of the bidder), the bidder should indicate in their offer the name of such an agent/consultant/representative/retainer/associate, they have for services in India. The bidder must also indicate clearly the commission payable to the agent/consultant/representative/retainer/associate in rupees in terms of agreement (enclosing copy of the same). The bidder, in his bid, will indicate the nature and extent of service to be provided by such an agent / consultant /

representative/retainer/associate on behalf of the bidder and also the remuneration therefore provided in the price as a separate item quoted by the bidder to this Organisation. Such remuneration/commission will be paid by this Organisation in non-convertible Indian Currency in India. Should it be established at any subsequent point of time that the above statement of bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be black-listed. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder: -

i) The precise relationship between the foreign manufacturer/principal and their agent/consultant/representative/retainer/associate in India.

ii) The mutual interest which the manufacturer/principal and the agent/ consultant/representative/retainer/associate in India have in the business of each other.

iii) Any payment, which the agent/consultant/representative/retainer/associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.

iv) Permanent income tax amount number of agent/consultant/representative /retainer/associate in India.

v) Permanent Income Tax account number of foreign principal.

vi) All services to be rendered by the agent/ consultant/ representative/ retainer/associate in India.

vii) In case of retailership, a copy of agreement should be furnished.

22.1 **Note: Tenders which do not comply with the above stipulations are liable to be rejected.**

22.2 Overseas bidder should send their quotations directly and not through agents/consultants/representative/retailer/associates. Agent consultants/ representatives/ retailers/associates/ of the overseas manufacturers/supplier are however, permitted to purchase tender documents and attend tender opening provided such agent/consultant/representative/retailer/associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of tender documents, attending of tender opening and claiming of payment for their services provided further that such a power of attorney/letter of authority as well as agreement is submitted to this organisation in advance for scrutiny and acceptance or otherwise.

Terms of Payments

23.1 **Foreign Bidders**

23.1.1 This Organisation offers the following terms of payment in order of preference.

i) Payment to the supplier on "collection basis", through (.....) (India), without opening of Letter of Credit is preferred.

ii) Wherever a Letter of Credit is required, it would be opened through the …….....
…

iii) Payment of F.O.B./CIF/C&F value, as the case may be, will be made against Negotiable copy of bill of lading and other specified documents as per supply order through irrevocable Letter of Credit to be opened in favour of the bidder.

iv) All Foreign Bank charges towards advising negotiation/cable charges and confirmation of Letter of Credit charges will be borne by the bidder. All Indian Bank charges will, however, be borne by this Organisation.

v) Where the supplies are proposed to be made in stages beyond three months, the bidders should quote staggered delivery schedule giving item-wise details/amount. The establishment of Letter of Credit in such cases will be restricted to the period-wise deliveries so offered, quarter-wise.

23.1.2 (i) **For Supply Contracts**:

100 % of net F.O.B./ F.A.S. price will be paid against inspection certificate (where applicable), manufacturer's test certificate, shipping documents and a bank guarantee for 10% of the value of the contract indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in the warranty clause.

23.1.2(ii) **For SITC(Supply, Installation, Testing & Commissioning) contracts:**

90% of F.O.B./F.A.S. price of material component will be paid against inspection certificate (where applicable) and shipping documents and balance 10% of the material price and 100% of installation & commissioning price within 30 days of the installation and commissioning at the consignees premises and submission of bank guarantee for 10% of the value of the contract indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in the warranty clause.

23.1.2(iii)For **SETC(Supply, Erection, Testing & Commissioning) contracts :** 80% of F.O.B./F.A.S. price of material component will be paid against inspection certificate (where applicable) and shipping documents and balance 20% of the material price and 100% of installation, commissioning & erection price within 30 days of the installation, commissioning & erection at the consignees premises and submission of bank guarantee for 10% of the value of the contract indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in the warranty clause.

23.2 Payment **terms for Indian Bidders:**

(i) **For supply contracts**:
The supplier will submit 95% of their bill along with copy of Inspection Notes and provisional consignees Receipt certificate to.....for the stores meant for.....after verifying Bills will pass on the respective PAOs for making payment. The bill for balance 5%shall be submitted by the suppliers after receipt of final consignees receipt certificates or satisfactory installation certificate whatever required.

(ii) **For SITC(Supply, Installation, Testing & Commissioning) contracts:**
The supplier will submit 90% of the material cost bill along with copy of Inspection Notes and provisional consignees Receipt certificate to.....for the stores meant for.....
.....after verifying Bills will pass on the respective PAOs for making payment. The bill for balance 10% of equipment cost along with 100% installation & commissioning charges, if any, shall be submitted by the suppliers after receipt of final consignees receipt certificates and satisfactory installation & commissioning certificate wherever required.

(iii**) For SETC(Supply, Erection, Testing & Commissioning) contracts**:
The supplier will submit 80% of the material cost bill along with copy of Inspection Notes and provisional consignees Receipt certificate to.....for the stores meant for.....after verifying Bills will pass on the respective PAOs for making payment. The bill for balance 20% of equipment cost along with 100% erection & commissioning charges, if any, shall be submitted by the suppliers after receipt of final consignees receipt certificates and satisfactory erection & commissioning certificate wherever required.

23.3 **PAYMENT OF INDIAN AGENT'S COMMISSION (IAC**)

The Indian Agent's Commission (IAC) will be released after satisfactory receipt of the equipment/goods/material by the Organisation/Port Consignee in part or full as the case may be. The payment to the Indian Agent will be subject to the condition that the Indian Agent submits a stamped pre-receipted bill for the IAC. Where the equipment is to be installed/commissioned satisfactorily by the foreign suppliers and or their nominee(s) in India, as a condition of the purchase order, the payment of IAC shall become due after such satisfactory installation/ commissioning and issue of a certificate to this effect by an authorised officer of this organisation. The B.C. Buying rate of exchange prevailing on the date of placement of order/Letter of Intent/telex of Intent, whichever is earlier will be basis for working out the Indian Agent's commission. 50% commission will be paid to the Indian Agent on installation, erection, commissioning etc. or on the expiry of six months from the receipt of supply portion by the consignee, whichever is earlier, and balance 50% on taking over by the consignee and issue of installation & commissioning certificate.

24. **UNSOLICITED POST TENDER MODIFICATION**

In case certain clarifications are sought by this Organisation after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after the closing date without specific reference by this Organisation shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder. Canvassing in any form by the bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the bidder.

25. **Clarification in respect of Incomplete offers:**

This Organisation has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organisation to seek clarification in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with this Organisation's requirements many be rejected without seeking any clarifications.

26. **Income Tax Liability**

The bidder will have to bear all Income Tax liability both corporate and personal tax.

27. **Offers from indigenous manufacturers**:

Indigenous manufacturers quoting against this should clearly indicate.

i) If the product offered is to be manufactured as per indigenous know-how/design or under concluded collaboration, the party may be indicated.

ii) Details of manufacturing and testing facilities and quality control procedures available with them.

iii) Number of qualified persons and total employees etc.

iv) Details of latest tax clearance.

v) Sales Tax registration.

28. **After Sales Service and Training**

The tenderer must furnish complete details of after sales service arrangements including training to be provided in respect of the equipment. After sales service arrangements should include details of infrastructure facilities available in the country. The training should be made available free of cost at sites in India. Failure to give this information will lead to automatic rejection of the offer, without any reference to the bidder.

29. **Replacement/Rectification**

In the event the stores supplied or SITC/SETC carried out against the contract are found to be defective, the supplier/contractor will have to take back the defective materials at his own cost and replace/rectify the defects of the Stores/SITC/SETC free of charge without loss of time. The supplier/contractor will not be entitled to dispose of the store/equipment/material given for replacement/rectification without the prior permission of this Organisation. All charges concerned with the rectification including freight charges will be borne by the supplier/contractor.

30. **Tender Fee**

i) Tender Fee to be paid by foreign bidders and Indian bidders is as indicated in the Invitation to Bid.

ii) The offers will not be considered without Tender Fee.

iii) Refunds of Tender Fee.

In the event a particular tender is cancelled the tender fee will be refunded to the concerned bidder-if a request to this is received from the concerned bidder.

31. **Evaluation/Scrutiny of Bids**

Technical/Commercial evaluation of bids shall be undertaken in accordance with the prescribed procedure by a Committee of the Organisation, duly constituted for this purpose. The technical evaluation would be based on (i) assessment of technical capability of tenderer to manufacture tendered items of stores/carry out SITC/SETC; (ii) capability of tenderer to effect supply of stores/carry out SITC/SETC in stipulated time as assessed on the basis of installed capacity for manufacturing and turnover of tendered items in preceding two years; and (iii) past record of timely and good quality supply of tendered items of stores/execution of SITC/SETC by tenderer in preceding two years.

32. **Employment by firms to officials of this Organisation.**

Firms/Companies, who have or had business relations with this Organisation, are advised not to employ serving employees of this Organisation without its prior permission or within the initial two year period after the retirement/ resignation/severance from the service without specific permission of this Organisation. This Organisation may decide not to deal with such firms who fail to comply with the above advice.

APPENDIX - 1

PROFORMA FOR BIDDERS TO ACKNOWLEDGE THE BID DOCUMENT

Dated :

Dear Sirs,

We hereby acknowledge receipt of a complete set Bid Documents pertaining to procurement of Stores/execution of SITC/SETC of
.....……
……
against.....……
……
.....……
……..
We have noted that the closing date for receipt of the tender by you is..... at 12000 hrs. (IST) and opening at 15.00 hrs. (IST) on the same day.
We guarantee that the contents of the above said Bid Package will be kept confidential within our Company and text of the said package shall remain the property of your Organisation and that the said documents are to be used only for the purpose intended by your Organisation.

Our address for further correspondence on this tender will be as under:
.
.....
.
.....

…….

Yours faithfully,

Signature of Tenderer

Telex No.

Telephone No.

E-mail No.

Personal Attention of: (If required)

APPENDIX - 2

BID SUBMISSION FORM AND AGREEMENT

TENDER NO.

TO

Name of the Organisation

Dear Sirs,

1. I/We hereby offer to supply the stores/execute SITC/SETC detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till I/We shall be bound by the communications of acceptance dispatched within the prescribed time.

2. I/We have understood the "Instructions to Bidders", the instructions to the tenderers in the booklet DGS & D - 229 and accepted the "conditions of contract" and the conditions of the contracts as contained in DGS&D-68(R) for supply Stores/execution of SITC/SETC and have thoroughly examined the specifications, drawings and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores to be supplied/SITC/SETC to be executed and my/our offer is to supply stores/execute SITC/ SETC strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender.

4. Agreement at Appendix 2A on purchase of Tender documents and submission of Tender has been duly signed and returned herewith.

Your faithfully,

Signature of Tenderer

Address

Dated

Signature of Witness

Address

APPENDIX - 2A

AGREEMENT

Tender No.
To

The President of India

Name & Address of the Organisation

Sub. :- PURCHASE OF TENDER DOCUMENTS

Ref. :- TENDER NO.

(Name of the Organisation) acting on behalf of the President of India and the Tenderer agree that the NOTICE Inviting Tenders (NIT) is an offer made on the condition that the Tender would be kept open in its original from without variation or modification for a period of (state the number of days) from the last date for the receipt of tenders stated in the N.I.T. AND THE MAKING OF THE TENDER SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the N.I.T.

We further agree that the contract consisting of the above condition of N.I.T. as the offer and the submission of Tender as the Acceptance shall be separate and distinct from the contract which will come into existence when tender is finally accepted by this Organisation. The consideration for this separate initial contract preceding the main contract is that this Organisation is not agreeable to sell the N.I.T. to the Tenderer and to consider the tender to be made except on the condition that tender shall be kept open for (so many) days after the last date fixed for the receipt of the tenders and the Tenderer desires to make a tender on this condition after entering into this separate initial contract with this organisation. This Organisation promises to consider the tender on this condition and the tenderer agrees to keep the tender open for the required period. The reciprocal promises form the consideration for this separate initial contract between the parties.

If the tenderer fails to honour the above terms and conditions, this Organisation shall have unqualified, absolute and unfettered right to encash the bank guarantee for bid bond submitted in this behalf.

Yours faithfully, Yours faithfully,

(BIDDER) (PURCHASER)
On behalf of the President of India

(One copy of this agreement duly signed must be returned along with the Technical Bid)

APPENDIX - 3

PROFORMA OF BANK GUARANTEE FOR BID BOND

Bank Guarantee No. .....

Ref. :

TO

THE PRESIDENT OF INDIA

NAME & ADDRESS OF THE ORGANISATION

Dear Sirs,

1. Whereas the (Name of the Organisation) having its head office at (address of the Organisation), New Delhi, India 110001 (hereinafter called the Organisation) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India floated a Tender No. .....……
.....and M/s.
.....……..
.....……..
having
Registered/head office
at.....……..
(Hereinafter called the "Tenderer" which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators, executors and assignees have submitted a quotation Reference No. ..... and tenderer having agreed to furnish as a condition precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs. /US Dollar ……
.....(Rupees/US ollar……
..... only) for the due performance of tenderer's obligations as contained in the terms of the Notice inviting Tender (NIT) and other terms and conditions contained in the Tender Documents supplied by the Organisation specially the conditions that (a) tenderer shall keep, his tender open for a period of day, i.e., from.....to.....or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organisation (b) the tenderer will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the Organisation within the required time. The tenderer has absolutely and unconditionally accepted these conditions. The Organisation and the tenderer have agreed that NIT/tender document is an offer made on the condition that the tender, if submitted, would be kept open in its, original form without variation or

modification in manner not acceptable to the Organisation for a period of .....days,i.e.,from..... .....to (.....) or any extension thereof and that making of the tender itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in NIT and the tender documents. They have further agreed that the contract consisting of NIT/Tender documents as the OFFER and submission of the tender as the Acceptance
shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by the Organisation. The consideration for this separate initial contract preceding the main contract is that the Organisation is not agreeable to sell the NIT tender documents to the tenderer and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the tenderer desires to make a tender on this condition after entering into this separate initial contract with the Organisation promises to consider the tender on this condition and tenderer agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore,
we.....……...registered
(indicate the name of Bank)
under the laws of.....having head registered office at.....(hereinafter) referred to as the "Bank"
which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees or in such convertible currency as acceptable to the Organisation and all money to the extent of Rs. US Dollars ..... (Rupees US Dollars…… .....…….....only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and or without any reference to the tenderer and any such demand made by the Organisation on the Bank shall be conclusive and binding notwithstanding any difference between the Organisation and the tenderer or any dispute pending before any court arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein to the Organisation in writing. This guarantee shall not be determined discharged affected by the liquidation, winding
up, dissolution or insolvency of the tenderer and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the Organisation at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor in the first instance, without proceeding against the tenderer.

4. The bank further agree that as between the bank and the Organisation, purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organisation shall be conclusive and binding on the Bank, without any proof, notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organisation or that of the tenderer. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the Organisation that the Organisation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the Organisation or any indulgence shown by the Organisation to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under this Guarantee is limited to Rs. US Dollar (Rupees/US Dollars..... .....only) in aggregate and it shall remain in full force up to and including 60 days after..... unless extended further (indicate the last date of validity period) from time to time, for such period as may be instructed in writing by M/s. .....…… .....on whose behalf this guarantee has been given in which case. It shall remain in full force upto and including 60 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 60 days from .....…… .....or (indicate the last date of validity period) before the expiry of 60 days after the expiry of extended period, if any. If no such claim has been received by us within 60 days after the said date extended date, the rights of the Organisation under this guarantee will cease subject to para 8. However, if such a claim has been received by us within and upto sixty days after the said

date extended date, all right of the Organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the tenderer here in after referred to as 'contractor' the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organisation a bank guarantee for Rs./US Dollars .....(in figure) Rupees/US Dollars.....……. .....only (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the Organisation by the required date, the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of the Organisation under this guarantee will cease. However, if such a claim has been received by us within and upto 120 days after the said date/extended date, all rights of the Organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in.....……. .....and any other authority (indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee. The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control Rules and Regulations of the country.

In witness where of the Bank, through its authorised officer, has sent its hand and stamp on this.....day of.....at .....of.....(month and year)

Witness No. 1

Signature

Signature (Full name in capital letters)

(Full name and address in capital letters) (Designation with bank stamp)

Witness No. 2

Signature Attorney as per power of attorney

(Full name and address in capital letters) No…….

Date.....

INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR BID BOND

1. The bank guarantee should be stamped in accordance with Stamp Act.

2. The non-judicial stamp paper should be in the name of the issuing bank.

3. Clause 8 of the bank guarantee is applicable in cases of global tenders where foreign tenderers also participate. When tenders are invited from parties within India, clause 8 many be deleted and replaced by clause, "The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction".

4. Please indicate the currency in which bank guarantee is being given. Rs./US Dollars have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in a currency other than Rupees' or US Dollars', these terms may be deleted and replaced by relevant currency.

5. The period of sixty (60) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 7 should be available after the expiry of the validity period of the tender or any extension thereof.

6. The bank guarantee by Indian bidder will be given from an Indian scheduled commercial bank only. The foreign bidders will give Bank Guarantee from an Indian scheduled commercial bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from a foreign bank acceptable to the Organisation will be considered, provided it is confirmed by an Indian scheduled commercial bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.

APPENDIX - 4

CHECK LIST

The tenderers are advised in their own interest to ensure that the following points/aspects in particulars have been complied with in their offer failing which the offer is liable to be rejected.

1. Please tick the box whichever is applicable and cross the box(es) whichever is/are not applicable.

2. Please sign each sheet.

3. The check list duly filled in must be returned along with the offer.

COMMERCIAL
GROUP : "A"

1.1 Whether requisite tender fee has been paid.
Yes No

1.2 If so, furnish the following:

i) By Bank Draft
ii) Name of the Bank
iii) Value
iv) No. of Bank Draft
v) Date of issue of Bank Draft

2.1 Whether FDR/Bank guarantee for the requisite earnest money/Bid Bond enclosed with the offer.
Yes No Not applicable

2.2. If so furnish the following:
i) Name of the Bank
ii) Value
iii) Number
iv) Date of issue
v) Period of validity of the FDR/Bank Guarantee
(it should not be for less than 180 days)

3. Have the rates, prices and totals etc. been checked thoroughly before signing the tender
Yes No

4. Has statement incorporating the deviations from the commercial terms and conditions of this Organisation has been prepared and enclosed with the offer.

Yes No

5. Whether charges for training of this Organisation's officials included in the prices? If no, whether these have been quoted separately.
Yes No Not applicable

6. Whether firm FAS/FOB/CIF/C&F prices have been quoted?

a) FOR/FAS Yes No

b) CIF/C&F Yes No

c) EX WORKS/FOR Yes No

7. Whether percentage of reduction in prices, if whole order is placed has been indicated in the offer.

Yes No

8. Whether the cost of installation/erection/commissioning at site is included in the prices or not and whether it has been quoted separately?

Yes No Not applicable

9. Whether fixed monthly rates have been quoted uniformly for entire contract period?

Yes No Not applicable

10. Whether the period of validity of the offer is as required in tender document. If not, mention the extent of variation in days.
Yes No

11. Whether the offer has been signed indicating full name and clearly as to whether it has been signed as.
Secretary Manager Partner
Sole Proprietor Active partner Preprocuraterium

12. If the tenderer is seeking business with this Organisation for the first time, has he given the details of the parties to whom they tendered services have been provided in past along with their performance report?
Yes No

13. Whether the offer is being sent in separate covers for Technical bid and commercial bid with appropriate superscription and with both the covers duly sealed subscribed with tender No. and closing/opening date ?
Yes No

14. Has the tender been submitted in **duplicate?**
Yes No

15. Is the offer being sent by Registered post or proposed to be dropped in tender Box?

Sent by Registered Post Dropped in Tender Box
Yes No Yes No

16. Has it been ensured that there are no over-writings in the tender? Have corrections been properly attested by the person signing the tender?
Yes No

17. Are the pages of the tender consecutively numbered and an indication given on the front page of the tender as to how many pages are contained in the tender?

Yes No

18. Has the tender been prepared in sufficient details/clarity so as to avoid post tender opening clarifications/amendments?
Yes No

19. Whether Schedule-I/II of the tender in original duly filled in and each page of Annexure I and II signed and enclosed with the offer?

Yes No
20. Whether required sample asked in tender has been submitted along with the offer?

Yes No

21. Whether Failure and Termination Clause, Shipment clause, Insurance clause Subletting and Assignment Clause of the tender is accepted?

Yes No

22. If not, the clauses not accepted may please be indicated below: -

.....……
……

.....……
……

23. Whether guarantee/warranty has been furnished?

Yes No

Signature of the Bidder

GROUP "B"

(Applicable to indigenous suppliers/contractors only)

1. Whether a copy of latest income tax clearance certificate has been enclosed?

Yes No Not applicable

2. Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

Yes No

GROUP "C"
(Applicable to foreign suppliers/contractors only)

1. Has the tenderer clearly indicated Income Tax liability both for corporate and personal tax?

Yes No Not applicable

2. Whether suppliers/buyers credits available at subsidised rates of interest from export credit organisation of developed countries has been indicated?

Yes No Not applicable

3. Whether tenderer has Agent/Representative/Consultant/retailer/associate in India and if so, whether the tenderer has indicated in the offer the commission/ amount payable to him.
Yes No Not applicable

4. Please indicate the percentage of total payment in non convertible Indian currency acceptable to you?

Indicate percentage

5. Whether in the case of service contracts, the rupee content of the offer has been spelt out clearly?

Yes No Not applicable

-

6. If the delivery is quoted in phases, has the tenderer indicated the phasing of amount for opening of the Letter of Credit?

Yes No Not applicable

7. Whether the tenderer has enclosed with the quotation or already sent to this Organisation, authority letter /Agreement of his Agent / Representative /consultant/retailer/Associate in India spelling out clearly therein the scope of functions and services to be rendered by him on his behalf ?

Yes No Not applicable

8. Has the country of origin of the items being offered, indicated?

Yes No Not applicable

9. In case the tenderer is supply house, whether authorisation from the manufacturer, authorising him to quote, has been enclosed with the offer?

Yes No Not applicable

10. Whether gross weight/volume of the equipment quoted has been given?

Yes No Not applicable

11. In case foreign Exchange assistance is required, whether Foreign exchange content indicated?

Yes No Not applicable

Signature of the Bidder

TECHNICAL

(Applicable to both foreign and Indian suppliers/contractors)

1. Whether necessary literature/catalog of the full compliment of equipment as well as spare parts as well as operation service and maintenance manual thereof has been attached with the offer?

Yes No

2. Whether the Stores/SITC/SETC being offered fully conform to all the required technical specifications?
Yes No

3. If not, has the extent of deviation and how it is suitable to this organisation's requirement been specified ?
Yes No

4. In case of spares, whether interchangeability certificate has been enclosed?
Yes No

5. Whether the model of each equipment offered is the latest?
Yes No

6. If yes, when was the product released in the market? Details of Supplies made.
Yes Date No

7. Whether the spares support will be available for a period of 5 years from the date of supply?
Yes No

8. Do you have an after-sales service centre in India ?

Yes No
9. If not, which is the nearest service centre (Address)
……..
…….

10. Whether you have enclosed technical evaluation report of each item?
Yes No
11. Whether complete details of after-sales service arrangements given including training for the officials of this organisation to be provided by both foreign supplier and indigenous supplier.
Yes No

Signature of the Bidder

APPENDIX - 5

EXCEPTION / DEVIATION PROFORMA

This Organisation expects the bidders to fully accept the terms and conditions of the tender document. However should the bidder still envisage some exception/deviations to the terms and conditions of tender documents, the same should be indicated here and put in unpriced bid. The price effect for withdrawal of such exception(s) to be indicated in the price bids only. If this proforma is left blank, then it would be presumed that bidder has not taken any exception/deviations to the terms and conditions of the tender documents.

Clause No. of Tender Document	Full compliance not agreed	Exception/ Deviation taken by Bidder	Confirmation if price effect for withdrawal of this exception has been specified in the Price Bid	Remarks

Signature of the Bidder/Tenderer

Name.....

Seal of the Company

APPENDIX - 6

BIDDERS PAST SUPPLIES/WORKS PROFORMA

Sl. No.	Name & Address of Client	Period from ------- to --------	Description in details	Total Quantity of stores/ Supplied/ SITC/SETC Carried out Successfully	Remarks

Note: - CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWTIH THIS PROFORMA

APPENDIX - 7

BIDDERS INFORMATION PROFORMA

TENDERER MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTIONS:

TENDER NO……. DUE FOR OPENING ON ……..

WHETHER STORES/SITC/SETC offered conform to particulars quoted at Annexure-IV, if not, details of deviations must be stated here.

2. i) Brand(in case of stores)

ii) Name & address of the manufacturer/supplier (in case of stores).

3. Date by which delivery of stores/execution of SITC/SETC can be completed.

4. Packing: whether specification in respect of packing will be adhered to (in case of stores) :

5. Gross weight of Consignment/Net weight of each item(in case of stores).

6. Here please state specifically whether the price tendered by you, as to the best of your knowledge and belief, is not more than the price, which is permissible to you to charge a private purchaser for the same class and description of Stores/SITC/SETC under the provision of any law for the time being in force. If not, state the reason and margin of profit.

7. Business name and constitution of tendering firm, is the firm registered under:

i) The Indian Companies Act, 1913

ii) The Indian Companies Act, 1932/1956

iii) Any other Act; if not, who are owners?
(Please give full name)

8. Sales Tax registration, if any.

9. Central Sales Tax Registration No., if any

10. Annual turnover for last 3 years.
(Enclose audited Annual Reports)

11. Present worth of tendering firm

12. Whether LSC of SSL

12.1 In case you are registered with NSIC under Single Point Registration Scheme for the items quoted, confirm whether you have attached a photocopy of Registration Certificate indicating the items for which you are register.

12.2 In case you are not registered with either NSIC/DGS&D, please whether you are registered with the Directorate of industries of the State Govt. concerned. If so, attach a copy of the certificate.

Signature of Tenderer,

Date.....

PRICE BID

APPENDIX-8

Schedule of Rates

(TO BE FILLED IN BY TENDERERS)

Tender No. .....Tender's Name.....Country of Origin

Due Date..... Tender's Quotation No. .....

Currency.....

Validity of Quotation.....

No. Form	Description of Item	Quantity	Unit	Weight cubage Gross Net M3
1	2	3	4	5

Rate per Unit (both in figures & words)	Total (both in figures & words)	Extra, if any

FOB/C&F/CIF	EX works price for domestic bidders	FOB/C&F/CIF	EX works price for domestic bidders
(6A)	(6B)	(7A)	(7B)

Note: Price should be quoted term FOB/C&F/CIF New Delhi (INDIA)
Additional Information:
1. Delivery Period:
i) FOB-Port.....
ii) CIF-Port.....
2. Port of Shipment
3. Indian Agents Commission.....
(included in the quoted price)

Tenderer's Signature
Date……
State……

4. **DOMESTIC BIDDERS**:

4.1 In case where foreign exchange is required for completing services/ supplies, please indicate break up between Indian currency portion and foreign currency indicating specific amount and equivalent Indian Rupees.

4.2 The statutory charges which will not be borne by the bidder must be indicated failing which this Organisation will not be liable for payment of any such charges.

APPENDIX - 9

NO.

TO.

NAME OF THE ORGANISATION

SUBJECT: Tender No. .....Tender opening due on .....

Sir,

Sri .....has been authorised to be present at the time of opening of above tender due on.....at New Delhi on my/our behalf.

Yours faithfully

Signature of Tenderer

Copy to Shri.....for information, and for production before the time of opening of tenders.

ANNEXURE- II

GENERAL TERMS AND CONDITIONS (GTC)

(Each page must be signed and submitted along with your offer)

DEFINITIONS

Unless inconsistent with or otherwise indicated by the context, following terms stipulated in this ORDER shall have the meaning as defined hereunder.

1.1. ORDER

Shall mean written purchase order issued by this Organisation to the successful bidder including subsequent amendments to ORDER in writing thereof.

1.2 **THE ORGANISATION/PURCHASER**

Shall mean the.....New Delhi, India acting on behalf of President of India and shall include all their Legal representatives, successors and assignees.

1.3 **SUPPLIER/CONTRACTOR**

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by this Organisation and the legal representation, representatives, successors and permitted assignee of such person, persons, firm of company.

1.4 SUB-CONTRACT

Shall mean ORDER placed by the SUPPLIER/CONTRACTOR for any portion of the ORDER or work subletted with necessary written consent of this Organisation on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

1.5 SUB**-CONTRACTOR**

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sub-letted by the SUPPLIER/CONTRACTOR after necessary consent of this Organisation.

1.6 ORDER **PRICE**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by this Organisation and amendments thereof and shall include all fees, registration and other charges paid to statutory authorities without any liability on the Organisation for any of these charges unless specially agreed to in writing by the Organisation.

1.7 **DELIVERY PERIOD**

Shall mean dispatch of the stores or receipt of the stores or installation & commissioning or erection & commissioning of the stores depending on the type of contract (Supply of Stores/SITC/SETC) by the date specified in the **ORDER**.

1.8 **DESTINATION**

Shall mean the location of the consignee for which this ORDER has been issued.

1.9 **EQUIPMENTS/MATERIALS**

Shall mean and include any equipment, instruments stores, and goods to be supplied for under the ORDER and amendments thereto.

1.10 **DRAWINGS**

Shall mean and include all Engineering sketches, general arrangements, layout drawings, Sectional plans, all elevations etc. related to the ORDER together with modification and revision thereto.

1.11 SPECIFICATIONS

Shall mean and include detailed description, statements to technical data, performance characteristic and standards (Indian as well as international as applicable and as specified in the ORDER)

1.12 INSPECTORS

Shall mean any person or outside Agency nominated by this Organisation to inspect equipment, materials and services, if any, in the contract stagewise as well as final before dispatch at SUPPLIER'S WORKS and on receipt at destination as per the terms of the ORDER

1.13 **TESTS**

Shall mean such process or processes to be carried out by the SUPPLIER/CONTRACTOR as are prescribed in the ORDER considered necessary by this Organisation or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.14 **APPROVAL**

Shall mean and include the written consent, either manuscript, typewritten or printed statement under or over signature or seal as the case may be of this Organisation or the representative or documents or other particulars in relation to the ORDER.

1.15 **F.O.R./F.O.B./FAS/C&A/CIF**

Shall mean the terms as explained in INCOTERMS.

2. **SCOPE OF ORDER**

2.1 Scope of the order shall be as defined in the ORDER, specifications, drawings and annexures thereto.

2.2 **Completeness of the EQUIPMENT/SITC/SETC** shall be the responsibility of the SUPPLIER/CONTRACTOR. Any equipment fittings and accessories, which may be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being SUPPLIER'S/CONTRACTOR'S responsibility shall be provided by the SUPPLIER/CONTRACTOR without any extra cost).

2.3 The SUPPLIER/CONTRACTOR shall follow the best modern practice in the manufacture of high grade EQUIPMENT notwithstanding any omission in that the SUPPLIER/CONTRACTOR shall in all respect design, engineer, manufacture and supply the same within delivery period to the entire satisfaction of the Organisation.

2.4 WORK **TO BE CARRIED OUT UNDER THE ORDER.**
All equipment to be supplied/SITC/SETC to be executed under the ORDER shall conform to and comply with the provision of relevant regulations/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment /work carried out and necessary certificate shall be furnished.

3. **SPECIFICATION, DRAWING, TECHNICAL MANUALS**

3.1 The SUPPLIERS/CONTRACTORS shall furnish five copies and such additional number of copies as required by this Organisation of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before dispatch of the equipments as under: -

i) Inspection Authority

ii) Port Consignee

iii) Consignee (2 copies)

iv) Purchaser

3.2 The supplier/contractor shall be responsible for any loss to this Organisation consequent to the furnishing of the incorrect data/drawings.

3.3 The SUPPLIER/CONTRACTOR shall provide cross sectional drawing to identity the spare parts numbers and their location. The size of bearing, their make and number shall be furnished.

3.4 Specifications, design and drawings issue by this Organisation to the supplier /contractor along with tender specification and ORDER are not to be sold or given on loan. These documents continue to remain the property of this Organisation OR THEIR ASSINGNEE AND ARE SUBJECT TO RECALL BY this Organisation. The SUPPLIER/CONTRACTOR and its employee shall not make use of the drawings, specification and technical information for any purpose at any time and shall not disclose the same to any person, firm or corporate authorities without written permission of the Organisation. All such details shall be kept confidential.

3.5 In order to facilitate quick disposal, copies of the drawing for approval shall be sent directly and simultaneously to the authorities specified in the order in addition to the sets submitted to authority issued order.

4. **ACCEPTANCE OF ORDER**

4.1 Within fifteen (15) days from date of mailing of ORDER, SUPPLIER/CONTRACTOR shall confirm acceptance of the order in its entirety.

4.2 The ORDER is accepted unconditionally by SUPPLIER/CONTRACTOR by returning to this Organisation, a copy of the ORDER duly signed, without qualification.

4.3 When SUPPLIER/CONTRACTOR has accepted the order with all its terms and conditions, TENDERER'S bid with general sales conditions and all previous correspondence are considered superseded and void.

4.4 Should the SUPPLIER/CONTRACTOR not respect the time limit for the confirmation of the order or in case TENDERER can not accept the ORDER without qualifications, this Organisation reserves the right to cancel in writing without prejudice to other terms, the entire ORDER or part of it, without notice. Under these circumstances the earnest money/bid bonds given by the supplier/contractor will be forfeited in full.

5. **MODIFICATION IN ORDER**

5.1 All modifications leading to changes in the order with respect to technical and/or commercial aspects, including terms of delivery shall be considered valid only when accepted in writing by this Organisation by issuing amendment to the ORDER.

5.2 **This Organisation shall not be bound by any printed conditions, provision in the TENDERER'S BID, forms of acknowledgement of ORDER, invoice, packing list and other document, which purport to impose any condition at variance with or supplement to ORDER.**

6. **JOINT AND INDIVIDFUAL RESPONSIBILITY**

6.1 Where supplier's/contractor’s equipment or any part thereof are to be used jointly with the equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to supplier/contractor) this Organisation will hold supplier/contractor and the manufacturer jointly and individually responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.

6.2 Consequently, SUPPLIER/CONTRACTOR shall establish maintain all necessary contract with the manufacturer to be indicated by the organization with a view to ensuring the exchange of all relevant data and information.

7. **SECURITY DEPOSIT/PERFORMANCE BOND**.

7.1 The successful bidder, within 30 (thirty) days of the receipt of order/letter of intent will be required to send Security Deposit in the form of Bank Draft or in lieu thereof a Bank Guarantee from a scheduled commercial Bank for amount as

indicated in the purchase order. In case when the Bank Guarantee in obtained from a foreign bank, it shall be got confirmed by an Indian scheduled commercial Bank and shall be governed by Indian laws and subject to the jurisdiction of court of the place of issue of acceptance of Tender. The security Deposit/Performance bond shall be of 10% of the FOB cost of the contract and in case of FOR destination contracts, the security deposit shall be 5% of the value of the order.

7.2 The security amount may be deposited in the form of Bank Draft/Bank Guarantee in the proforma enclosed as Appendix to these General Terms and Conditions (GTC).

7.3 This Organisation shall not be liable to pay any Bank charges, commissions or interest on the amount of Security Deposit/Performance Bond.

7.4 Security Deposit/FDR/Performance Bond shall be refunded to the supplier/contractor after completion of warranty period as stipulated in the order. If the materials are supplied in the extended delivery period, the supplier/contractor will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended validity expires.

8. **WARRANTIES AND GUARANTEES.**
8.1 **MATERIALS AND WORKMENSHIP**
8.2 Unless some special warranty/Guarantee clause has been stipulated elsewhere in the invitation to the tender or any its annexure, the following warranty shall form part of the contract placed on successful tender: -

8.2.1 SUPPLIER/CONTRACTOR shall fully warrant that all the stores, equipment and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).

8.2.2 Should any defects be noticed in design, material and/or workmanship within 15 months from the date of shipment/dispatch of last consignment or 12 months from the date of receipt/commissioning of the equipment or the guarantee/warranty periods as specified in specifications (Annexure V), whichever is later, the Organisation shall inform supplier/contractor and supplier/contractor shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification /replacement/modification of the defective equipment at site without any cost to this Organisation within a reasonable period. If the supplier/contractor fails to take proper corrective action to repair/replace the defects satisfactorily within a reasonable period, this Organisation shall be free to take such corrective action as may be deemed necessary at supplier's/contractor's risk and cost after giving notice to the SUPPLIER/CONRTRACTOR.

8.2.3 Damage to the machinery and/or equipment due to incomplete and erroneous instructions issued by supplier/contractor will be responsibility of the supplier/contractor and will be treated according to the provisions of warranty clause. Normal wear and tear shall not come under purview of this clause.

8.2.4 In case defects are of such nature that equipment shall have to be taken to supplier's/contractor's works for rectification etc. supplier/contractor shall take the equipment at his cost after giving necessary undertaking or security as may be required by the Organisation. This Organisation shall, if so required by the supplier/contractor, dispatch the equipment by quickest mode on "Freight-to Pay" basis to the supplier's/contractor’s works. After repairs, supplier/contractor shall deliver the equipment at site on freight pre-paid basis. All risks in transit to and fro shall be borne by the supplier/contractor.

8.2.5 Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

8.2.6 The supplier/contractor shall guarantee that they will supply spare parts if and when required on agreed price. The agreed price should include but without any limitation to agreed discount on the published catalogue price or on agreed percentage or profit on the landed cost.

8.2.7 The supplier/contractor will warranty that before going out of production for any of spare parts, they will give adequate advance notice to the purchaser so that the latter may undertake to procure, if necessary, the balance of the life time requirements.

8.2.8 If the repairs, replacement or modification referred are of such nature as may affect the efficiency of the equipment this Organisation shall have the right to give to the supplier/contractor within one month of such replacement/renewal notice in writing to carry out test as may be required for acceptance of the equipment.

8.2.9 If the supplier/contractor fails to honour his obligation to repair or replace defective goods/services within a reasonable period of time, or if supplier/contractor refuses to carry out work under the guarantee clause and implied guarantee condition, if danger is anticipated or in case of severe urgency, the Organisation shall be entitled to carry out, at supplier's/contractor's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods /services have been delivered by supplier, this Organisation is entitled to procure the remaining goods/services at supplier’s/contractor’s cost and risk. This does not relieve supplier/contractor of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of

the country of the supplier/contractor or his sub contractors until delivery shall be borne by supplier/contractor.

9. PERFORMANCE GUARANTEE

9.1 SUPPLIER/CONTRACTOR shall guarantee that the performance of the EQUIPMENT/MATERIAL supplied under the order shall be strictly in conformity with specification and shall perform the duties specified under the ORDER.

9.2 The SUPPLIER/CONTRACTOR shall guarantee that the materials/equipment that shall be purchased from the sub-contractor(s) shall be such as to fulfil the equirements laid down vide para 8.1 to 9.1 above and shall undertake to ensure fulfillment of these requirement.

10. **REJECTION**

If the ORGANISATION finds that the goods supplied are not in accordance with the specification and other condition stated in the order or its sample(s) are received in damaged conditions (of which matters this Organisation will be the sole judge), this Organisation shall be entitled to reject the whole of the goods or the part, as the case may be and intimate to the supplier/contractor the rejection without prejudice to the Organisation's other rights and remedies to recover from the supplier/contractor any loss which the ORGANISATION may be put to also reserving the right to forfeit the security deposit/performance bond if any made for the due fulfillment of the contract. The goods shall be removed by the supplier /contractor and if not removed within 14 days of the date of communication of the rejection the Organisation will be entitled to dispose-off the same on account and at the risk of the supplier/contractor and after recovering the storage charges at the rate of 5% of the value of goods of each month or part of month and loss and expense if any caused to the Organisation pay balance to the supplier/contractor.

11. FAILURE AND TERMINATION CLAUSE

Time and date of delivery shall be essence of the contract. If the supplier/contractor fails to deliver the stores/ execute SITC/SETC, or any installment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the purchaser may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

a) Recover from the Supplier/Contractor as agreed, liquidated damages including administrative expenses and not by way of penalty, a sum equivalent to 2% of the price of the any stores/ SITC/SETC which the supplier/contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed shall not

exceed 10% of the contract price of. After full period of extension, termination of the contract will be considered by the Organisation.

b) Purchase or authorise the purchase elsewhere on the account and at the risk of the supplier/contractor, of the stores not delivered/SITC/SETC not carried out or other of a similar description (where stores/ SITC/SETC exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the supplier/contractor without canceling the contract in respect of the installment not yet due for delivery or;

c) Cancel the contract or a portion thereof by serving prior notice to the supplier/contractor and if so desired purchase or authorise the purchase of the stores not delivered /SITC/SETC not carried out or others of a similar description (where stores not delivered/ SITC/SETC not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the contractor. If the supplier/contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect on not, the Security deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.

d) Where the action is taken under sub-clause(b) or sub-clause(c) above, the supplier/contractor shall be liable for any loss which the purchase may sustain on the account, provided the purchase of if there is an agreement to purchase, such agreement is made in case of failure to deliver the stores/services , within 6 months from the date of such failure and in case of repudiation of contract, the supplier/contractor shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the supplier/contractor.

e) It may further be noted that clause (a) above provides for recovery of liquidated damages on the cost of contract price of delayed supplies (whole unit) at the rate of 2% (two percent) of the contract price of the whole unit per month for such delay of part thereof upto a ceiling of 10% of the contract price of delayed Supplies/SITC/SETC (whole unit). Liquidated damages for delay in Supplies/SITC/SETC thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of material/works submitted by the contractor on his foreign principals in accordance with terms of supply order on instruction from Purchaser regarding liquidated damages amount.

f) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered /SITC/SETC will be deemed to have been carried out only when all its components, parts are also delivered. If certain components of stores are not delivered in time/SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the missing parts are also delivered.

12**. INSPECTION/TESTING OF MATERIAL**

The inspection of stores/services/works will be carried out by the authority specified in the purchase order. The stores/works will be accepted only after the same has been found satisfactory after inspections and duly marked and sealed by the inspection authority.

12.1 The supplier/contractor shall ensure that the stores/services/works to be delivered against this order shall be individually inspected, tested and analyzed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Necessary test reports shall be provided as required.

12.2 The supplier/contractor should make available to the Organisation and any other individual/ agency authorised by the Organisation for the purpose of inspection all its record and results in respect of inspection, test and analysis conducted by it as part of their manufacturing and testing operation under the applicable codes and practices specified by expression or implication in the tender.

12.3 Inspection tests and analysis shall be carried out/conducted at the supplier's/contractor's works by the authorised representative of the Organisation and the cost of such inspection tests and analysis including the cost of to and fro fare and accommodation and cash allowances payable shall be borne by the Organisation.

12.4 The contractor shall provide and deliver free of charge for tests/analysis by an independent authority at any such place or places as the Organisation or its authorised inspector may reasonably require, such raw material(s) used or intended to be used for the contracted work by the Contractor as the Organisation/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.

12.5 This Organisation shall be entitled at all times, whether prior to, during or after the completion or inspection by itself and/or through inspectors appointed by the Organisation at the Organisation's cost, to inspect, test and/or analyse and/or to direct the Supplier/Contractor in all respect of any store(s) or materials

processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analysis as far as required, is to be conducted in the presence of the inspectors. The supplier/contractor shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.

12.6 Should the supplier/contractor fail to comply with any of the provisions aforesaid relating to inspection, testing any analysis, the Organisation shall be entitled by itself and/or through inspectors to conduct or have conducted the inspection, test and/or analysis at the risk and expense of the supplier/contractor in all respects.

12.7 No rejected raw materials shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of concerned Inspectors.

12.8 Unless otherwise specifically authorised by the Organisation in writing, the supplier/contractor shall not ship or dispatch for shipment under the contract entered into, any material which has not been properly inspected/tested marked and in respect of which a certificate of quality has not been issued or signed by the inspectors.

12.9 In addition to the general conditions of the inspection stated above, the supplier/contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.

12.10 In addition to inspector(s), the Organisation shall be entitled to nominate/depute or designate a representative to be stationed at the supplier's/contractor's factory in order to supervise and/or coordinate operations related to the contract. In the event of being more than one factory involved in the work entrusted to the supplier/contractor, the Organisation shall be entitled to nominate/depute or appoint such representative(s) as necessary in respect of each such factory.

12.11 The Supplier/Contractor shall at his cost afford and ensure proper working facilities to the said representative(s) at the factory(ies) to enable him to perform his functions, and shall furnish him with all such information, data and assistance as he may require for the proper performance of his functions.

12.12 The posting of such a representative by the Organisation or his actions in any manner does not absolve the supplier/contractor of any liability and/or.

responsibility under this contract. The representative's posting shall be treated as advisory to the Organisation

12.13 For false calls for the cases where material is rejected on inspection, the supplier/contractor will bear the actual cost of inspection incurred/suffered by the Organisation.

12.14 Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.

13. **SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS**

13.1 If the Organisation finds that STORES/MATERIAL supplied/SITC/SETC executed are not of the correct quality or not according to specification required or otherwise not satisfactory owing to any reason of which the Organisation will be the sole judge, the Organisation will be entitled to reject materials/works, cancel the contract and buy its requirement of the Stores/SITC/SETC in the open market at the risk and cost of supplier/contractor, reserving always to itself the right to forfeit the security deposit/performance bonds placed by the supplier for the due fulfillment of the contract.

13.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

14. **SUBLETTING AND ASSIGNMENT**
The supplier/contractor shall not, save with the previous consent in writing of the purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

15. **CUSTOM DUTY**
The supplier/contractor will send catalogue/literature of the equipment/spares to all the port consignees specified in the order along with a certificate to the effect that the material in question is consigned and meant for the Organisation so that the correct rate of custom duty as applicable to the equipment/spares is charged. Should the supplier/contractor fail in producing literature/catalogue and certificate as above, the supplier shall be liable to pay any additional amount of duty, which has to be incurred because of the failure on the part of the supplier/contractor.

16. **INTER-CHANGEABILITY OF PARTS**
16.1 If against any item, it becomes necessary to supply spare parts being of different part other than specified the supplier/contractor shall be required to give the following certificate to the purchaser before arranging supply of spare parts

bearing different parts numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the supplier/contractor will supply the correct part. The aforesaid certificate should be supplied in such cases also. The supplier/contractor will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in equipment/machines and the existing fittings for which they are intended without in any way affecting the efficiency and quality of performance of the equipment/machines."

16.2 If, however, the substitute spare part is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit is offered instead of one small item(s) forming part of the kit, the supply of the kit would be subject to the following conditions :-

a) The supply of the kit will be accompanied with a certificate that the manufacturers have definitely stopped supply of the spare parts but supplying only a kit.

b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

16.3 Provided further that if any part numbers are declared by the purchaser to be unsuitable to the machines for which they have been supplied within 60 days from the date of arrival of the stores at site, the supplier/contractor will take them back at their own cost and expense.

17. **BULK SUPPLIES**

17.1 Before commencing bulk manufacturing, the supplier/contractor if so advised would be required to forward two units of the items as samples supported by at least three sets of manufacturing drawing for approval of Inspecting Officer. Such an approval may take about 30 days time, which should be catered for and included by the supplier within the delivery schedule. The inspecting officer will return one set of the sample and manufacturing drawings as token of approval. Such an approval will cover the risk of rejection of material on account of defective manufacturing procedure.

17.2 The supplier/contractor shall arrange for all testing facilities required by the inspecting officer free of charge in his plant. If the facilities for such tests are not available in the supplier's/contractor’s plant, the inspecting office many carry out

such tests in any other test should laboratory as desired by him and in that event the test charges shall be reimbursed by the supplier/contractor if the samples are not found acceptable where as if the samples are acceptable, the cost will be borne by the Organisation. The bulk shall be inspected with reference to approved sample and manufacturing drawing. The sampling procedure shall be decided by the inspecting authority.

17.3 The supplier shall give 21 days notice of the readiness of the material for inspection.

18. **BREAKAGES/SHORTAGE (Not Applicable for FOB Contract**)

Claim in respect of breakage shortages, if any, shall be preferred on the supplier within thirty days from the date of receipt of stores at destination by Ultimate consignee which shall be replaced made good by the supplier at his own cost. All risk or loss or damage to the material shall be upon the supplier/contractor till it is delivered in accordance with the terms and conditions of the supply order.

19. **DESIGNS/PATENTS AND ROYALTIES**

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirement of the contract is/are covered by a patent(s) in respect of which supplier/contractor is not licensed, the supplier/contractor shall before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and licence-fee(s) as may be necessary. The supplier/contractor shall keep the Organisation indemnified from and against any and all claims, actions, demand and proceedings whatsoever brought or made against the Organisation on the basis of any patent or infringement there of claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the supplier/contractor shall at their own risk and expense defend any suit for infringement or patent or like suit brought against the Organisation (whether with or without the contractor being a party thereto and shall pay damages and costs awarded in such suit and keep the Organisation indemnified from and against all consequence thereof.

20. **FORCE MAJEURE**

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as

aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organisation shall have the option of canceling this contract in whole or part at its discretion without any liability on its part.

21. **LANGUAGE/TERMINOLOGY**
The supplier/contractor shall ensure that the language/terminology/description of goods /services/works used in the bill of lading/invoice/any other documents dispatched by the supplier/contractor is **verbatim in English.**

22. REPEAT ORDER

Repeat order can also be placed with the supplier upto 50% of the qty. of the purchase order on the same terms and conditions as stipulated in the original supply order, during the validity of the purchase order or within six months from the date of the purchase order, whichever is later. It is a condition of this order and it will be obligatory on the part of supplier/contractor to execute such repeat order(s) also as the consideration for this option on favour of the purchase forms part of the main consideration under this order.

23. **FALL CLAUSE**
i) The price for the stores/services/works under the contract/Supply order by the contractor/Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the stores /services/works or offers to sell stores/services/works of identical description to any persons/organizations including the purchaser or any department of the Central Govt. or any Deptt. of State Govt. or any Statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract supply/work order.

ii) If at any time, during the said period, the contractor/supplier or his agent/principal/ dealer as the case may be, reduces the sales price, sells or offers to sell such stores/services/works to any persons/organizations including the purchaser or any Deptt. of Central Govt. of any Deptt. of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this contract/supply order and price payable under the contract/supply order for the stores supplied/services rendered/works carried out after the date of coming into force of such reduction or sale or offer of Sale shall stand correspondingly reduced. The above stipulation will however, not apply to :

a) Exports by the contractor/supplier; or
b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
iii) The contractor/supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this supply order/contract:

"I/We certify that there has been no reduction in sale price of the stores/services of description identical to the stores/services supplied to the (.....Name of the Organisation)under the contract/supply order here in and such stores/services have not been offered/sold by me/us to any person organisation including the purchaser or any Deptt.of Central Govt. or any Deptt. of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill during the currency of the supply order contract whichever is later at a price lower than the price charged to the Organisation under the contract/supply order except for quantity of stores categories under sub-clauses (a) and (b) of sub para (ii) above, details of which are as follows :

24. **PACKING & MARKING**
24.1 The supplier/contractor shall despatch the stores in sea worthy/airworthy packing conforming to the prescribed standards in force to withstand air/ocean/land journey and ensuring the safety of cargo en-route and also arrival of material at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the suppliers/contractors in case of CIF contracts from supplier's/contractor's warehouse basis and each case/packing shall have on its outer side, the following marking in English in indelible ink.
a) Country of origin

b) Name of Supplier/contractor

c) Case number (running number upon total number of boxes)

d) Gross and net weight in kilogram on each box

e) Port of Destination

f) Consignee

g) TOP DONT TURNOVER HANDLE WITH CARE

h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

24.2.1 Each package shall have a detailed packing list in duplicate indicating:

i) Purchase Order Number & Date
ii) Brief description of consignment
iii) Name of the Port consignee as well as ultimate consignee
iv) Vendor's Name
v) Name of the Purchaser
vi) Item-wise nomenclature and part number and given reference with quantities to assembly drawing.
vii) Tag number for all items contained in the package.

24.2.2 Another copy of the packing list shall be put in a waterproof envelope and fastened securely to the outside of the package as well as to unpacked pieces or bundles.

24.2.3 It must be ensured that box-wise, consignee-wise and port-wise packing lists are made and sent to the concerned port consignee along with port-wise invoice thereof. The following certificates along-with advance set of non-negotiable documents will be sent while claiming payment against the letter of credit :

"Certified that packing of the material against the Purchase Order has been port and consignee-wise as indicated in the supply order and concerned invoice has accordingly been prepared separately for material shipped port/consignee-wise."

25. **INSURACE**

In case of FOB contract, the supplier/contractor will airfreight/ship the material only after getting the confirmation from the port consignee regarding insurance coverage. If the contract is placed on CIF basis, the supplier must ensure the insurance coverage of contracted stores before delivery of the materials.

26. **SHORT/DAMAGE/DEFECTIVE/NON RECEIPT OF MATERIAL**
The supplier/contractor is responsible for safe arrival of the material up to destination. Should there be any shortage/breakage of material found, the Port consignee within a period of 15 days from the date of clearance of material at the port, will lodge claim with the under-writer under intimation to the purchaser and supplier/contractor. In case the shortage/damage of material is found at ultimate destination then the ultimate consignee, within a period of 30 days of receipt of

material at destination, will lodge claim with the carriers and under-writer under intimation to the Purchaser, port consignee and supplier/contractor. The purchaser in question will also take up the matter with the supplier/contractor to make good the deficiency.

27. **SHIPPING INSTRUCTIONS**

27.1 The supplier/contractor shall notify the purchaser, and the port as well as ultimate consignee by cable, the bill of landing and destination, brief description, the date of departure of ship, the port of loading and destination, brief description of stores, gross/net weight and total number of packages, quantity, value and supply order number and date within 2 days from the departure of the ship from the port of loading. Simultaneously, the advance set of non-negotiable shipping documents which should also contain one set of technical catalogue/manual/booklets etc. of the materials so shipped should also be sent to port consignee for production to custom authorities one week in advance, prior to shipment/air-freighting by Air India/Indian Air Lines. Where Air India/Indian Airlines do not operate its flights or there are strikes or there are strikes of flights or any other reasons beyond Air India/Indian Airlines control, the suppiler /contractor shall obtain certificate from Air India/ Indian Airlines showing their inability to accept the consignment or obtain permission from this organization to freight the goods by any other airlines. In all such cases, airfreighting will be arranged through any first available foreign airlines in the interest of this organization to avoid delay. The supplier/contractor will hand over one set of documents (non-negotiable) i.e. invoice, packing list etc. to the authority/clearing agency of the organization/ Air Lines for delivery to the port consignee. Also the supplier/contractor should telex/fax all details or air freighting the same day to port consignee along with the advance set of above documents.

27.3 Shipping arrangement will be made by the Ministry of Shipping and Transport(Charter Wing). New Delhi (Cable : TRANSPORT, NEW DELHI, Telex : VAHANND 2312.2448 & 310) through their respective Forwarding Agents/ Nominees to whom adequate notice about the readiness of each consignment should be given by the sellers from time to time at lest six weeks in advance of the required position, for finalizing shipping arrangements. The address of the forwarding agents/nominees should be ascertained by sellers from the Ministry of Shipping & Transport, New Delhi.

27.4 Where part shipment is permitted, the supplier/contractor will ensure the raising of invoice only for those items, which are actually shipped. Description and number of the invoice must tally with the description and number of items shown in the packing list. Extra payment, if any, required to be made by this organization to Indian Customs/Court authorities due to non-fulfillment of these requirements, will be recovered from the supplier.

27.5 **CONTAINERIZATION OF BULK SUPPLY:**

Container will be used for bulk supply only. For pellets and barrels, container service will be not be used.

27.**6 PAYMENT OF THE COMMISSION OF AGENT / CONSULTANT/ REPRESENTATIVE/RETAILER/ASSOCIATE**

The Commission in part or full, as the case may be, will become due after satisfactory receipt of the equipment/goods/material by consignee. The payment of the commission will be made in non-convertible Indian currency subject to the condition that the agent/consultant/representative/retainer/associate sends a stamped pre-receipted bill for the commissioned. Where the equipment is to be installed/commissioned satisfactorily by the foreign supplier/contractor and/or other nominee(s) in India, as a condition of the supply order, the payment of commission shall become due after such satisfactory installation/commissioning and issue of certificate. The B.C. Selling rate of exchange prevailing on the date of placement of order/letter of intent, whichever is earlier, will be the basis for working out commission.

27.7 **NON-INVOLVEMENT OF AGENT/CONSULTANT/REPRESENTATIVE/ ASSOCIATE.**

In the event of non-involvement of agent/consultant/representative/associate, the supplier/consortium shall affirm the fact as follows :

(1) M/s. ..... have not indicated in their bid either involvement of any agent/consultant/representative/retailer/associate or payment of any remuneration therefor in India or abroad. Therefore, no agent's/consultant's/representative's/retainer's/associate's commission is payable either in India or abroad against the order/contract.

However, in case, it is established at any subsequent point of time that suppliers'/contractor's above statement is not correct or that any other amount or remuneration either in India or abroad is being paid/paid to any one (who is not an employee of the supplier/contractor) against this supply order/work contract, the supplier/contractor is likely to lose further business with this organization.

SHIPPING DOCUMENTS

28.1 The following documents must be sent along with shipping documents: -

a) Complete set of clean Bill of lading (Non-Negotiable) /Airway Bill (Non-negotiable) made to order and bank endorsed wherever applicable. The Bill of lading/Airway bill will also be endorsed by the shipper freight to pay/freight pre-paid basis as per terms of the order.

b) Invoice showing value item-wise as per supply order for customs purposes, in triplicate drawn in the name of the (.....Name of the Organisation.....) and duly manually signed by the supplier/contractor/authorized representative. For any inland charges, the supplier/contractor will give certificate of their correctness for being at actuals.

c) Certificate of test inspection from manufacturer/supplier/contractor.

d) Certificate of warranty/guarantee from Manufacturer.

e) Certificate of origin from Chamber of Commerce of the exporting country.

f) Certificate of recent manufacture. The material should not be older than one year reckoned from the date of shipment.

g) Packing list, package-wise and port-wise giving package marks and numbers should be stenciled on all the sides of the packages etc. for easy identification at the port to avoid misplacement and loss of packages.

h) Insurances certificate policy giving all details where insurance is required to be arranged by the supplier. Insurance risks should cover up to 90 days after receipt of materials at the port of entry in India.

i) Certificate from purchaser regarding submission of performance Bond by the suppliers.

j) Inspection certificate (where applicable) issued by organisation

28.2 For collecting payment against Letter of Credit, the supplier in addition to the certificates required as above shall also give the following certificate in duplicate, original being manually signed by the supplier or his authorized representative.

a) Supplies both as to quantities and value in terms of the supply order and we undertake to refund forthwith to the (.....Name of the organization.....) claimed out side the terms of the supply order.

b) Certified that the material covered by the invoice has passed the test and inspection and conforms in every way to the correct specifications as per purchase order/contract. It is further certified that the invoice and other non-negotiable copies (3 sets) of the documents have dispatched, each to Port consingee and Ultimate consignee vide letters No. .....date.....

28.3 All the invoices shall bear the following certificates, the original copy being manually signed by the supplier or his authorized representative: -

"The material covered by invoice has passed test and inspection of manufacture and conforms in every year to the contract specifications and is packed in accordance with contract requirements. The invoice is correct in every particular and no other invoice except proforma invoice has been tendered previously in respect of the articles charged for".

28.**4 Notification of shipment as and when effected shall be promptly intimated to the following parties with copies of documents as indicated below against each :-**

(Copies of documents to be sent to)

Sl. No	Parties to whom notification of shipment shall be intimated	Commercial Invoice	Non-negotiable bill of lading along with sets of technical literature viz, parts, catalogues and maintenance manuals	Pack-ing List (Box wise)	Certificate guaranteeing that stores conform to specifications	Insurance (In case of CIF contracts) Certificate together with Catalogue/ technical literature /leaflets
1	2	3	4	5	6	7
1	Purchaser	2	1	1	1	…
2	Ultimate Consignee	2	1	1	1	…..
3	Port Consignee	2	2	2	2	……..
4	Dy Controller of Accounts Min. Of I&B Tropical Building II Block Connaught Place , New Delhi-1					

28.5 It is the responsibility of the supplier/contractor to ensure that shipping documents are dispatched promptly after shipment; otherwise, the expenses if any incurred on account of late/defective of documents will be to the account of supplier/contractor which will be deducted from his and/or his agents bill.

28.6 **REFERENCE OF PURCHASE ORDER ON BILL OF LADING**

It will be ensured that purchase order number and date is indicated on Bill of Lading.

28.7 **CATALOGUE OF SPARE PARTS/MANUALS OF OPERATING/MAINTENANCE/REPAIRS.**

It will be a condition of Letter of Credit that within two months from the date of the receipt of supply order, the supplier/contractor will send two copies of catalogue of spare parts/manuals of operating/maintenance/repairs to the purchaser. The supplier/contractor, in the case of bought out spare parts will also furnish name of the manufacturer, specification and identification number. The purchaser will send acknowledgement of the receipt of above information/document, which will be produced by the supplier/contractor along with negotiable copy of Bill of Lading. In addition, the supplier/contractor will send two copies of catalogue of spare parts/manual of operating/ maintenance/repairs and spare parts to port consignee and one copy each to ultimate consignee along with material. A certificate of compliance of above will be sent by the supplier along with negotiable and non-negotiable copy of Bill of Lading.

29. **IMPORT AND FOREIGN EXCHANGE**

29.1 Subject to the exigencies of availability of foreign exchange and certification regarding foreign exchange in existence from time to time, the Organisation will obtain the import license as applicable for import of equipment and components, which in the opinion of the Organisation have necessarily to be imported for the fulfillment of the contract. It will be tenderer's responsibility to provide correct and relevant information to the Organisation in respect of the equipment to be supplied to enable them to obtain the necessary import licenses.

29.2 Tenderers should note that a license will not be valid for clearance if the actual CIF Value exceeds what is shown in the license.

29.3 All tenders are notified (in the event of a contract being concluded) that any shipment made before the date of issue of an import license or after its expiry is treated as unauthorized. Similarly, if the conditions of the license are not fulfilled, the imports could be unauthorized. Unauthorized import of goods is an offence, liable for adjudication by the custom authorities in which the Import Control

authorities cannot interfere. No representation in this behalf will, therefore, be entertained and the party will be required to deal with the Customs Authorities directly.

30. (a) **EXCHANGE RATE FLUCTUATION**

i) For supplies made within contractual0- delivery schedule, the payment to the extent of foreign exchange remitted (which should be within the contractual delivery schedule) not exceeding foreign exchange component specified in the supply order/contract shall be made in equivalent Indian rupees at the B.C. Selling rate of exchange prevailing on the date of actual payment for the imported supplies, based on the proof of remittance by the supplier.

` ii) In case of delay in supplies/remittance beyond the contractual delivery schedule, the decrease in value of foreign currency vis-a-vis Indian Rupees during the delayed period of the supply order/contract will be availed by the Organisation. However, in case of an increase in value of foreign currency vis-a-vis Indian Rupees during the delayed period, the foreign exchange component shall be paid at the B.C. Selling rate prevailing on the original delivery date as per the supply order/contract.

31. **PROGRESS OF MANUFACTURING OF ITEMS**

From the date of receipt of order, the manufacturer will send report on monthly basis to the purchase Authority about the progress on manufacturing of item(s) ordered for him. The monthly progress report will be sent on regular basis till completion of entire supply as per delivery date indicated in supply order.

32. ARBITRATION

If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract or in respect of meaning of specifications, design, drawings, estimates, schedules, annexure, orders, instructions the construction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to his contract or otherwise concerning the works of execution or failure to execute the same, whether during the progress or work of stipulated/extended period or before or after the completion or abandonment thereof, it shall be referred to the sole arbitration of the person appointed by the Secretary, Ministry of Information & Broadcasting Government of India/Prasar Bharati Board. There will be no objection to any such appointment that the arbitrator so appointed is an employee of this Organisation or that he had to deal with the matters to which contract relates and that in the course of his duties as this Organisation's employees he had expressed views of all or any of the matters in dispute or difference.

If an arbitrator to whom the matter is referred dies or refuse to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Secretary, Ministry of Information & Broadcasting, Government of India/Prasar Bharati Board to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor if both the parties consent to Secretary, Ministry of Information & Broadcasting, Government of India/Prasar Bharati Board to this effect failing which the arbitrator will be entitled to proceed de-novo.

It is a further term of this contract that no person other than the person appointed by the Secretary, Ministry of Information & Broadcasting, Government of India/Prasar Bharati Board as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

The arbitrator(s) may from time to time, with the written consent of all the parties to the contract enlarge the time for making and Publishing the award.

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under the clause.

It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

The arbitrator shall give reasoned award in respect or each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the law.

The Venue of the arbitration shall be at New Delhi (India). Subject to as aforesaid, the provision of the Indian Arbitration Act, 1940 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

33. ***APPLICABLE LAW**

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts.

*To be included in the International Contract.

APPENDIX to ANNEXURE - II (GTC)

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE BOND
(To be stamped in Accordance with stamp Act)

The Non-Judicial stamp paper should be in the name of issuing bank
Ref : ..... Bank Guarantee No. .....

TO
THE NAME OF THE ORGANISATION

Dear Sirs,
1. In consideration of the (Name of the Organisation) having its head office at India (herewith referred to as the Organisation which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) and having entered..... into a contract dated.....(hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the President of India with M/s.....having its Head/Registered office at (hereinafter referred to the "the contractor" which expression unless repugnant to the context having been executors and assignees) and the contract having been unequivocally been accepted by the contractor resulting in a contract bearing No. .....……..
Dated.....Valued of Rs.....
(Rupees.....……(in words)
for....., the organization having agreed that the contractor shall furnish to the Organisation, performance guarantee for the faithful performance of the entire contract to the extent of 10% of the value of the contract Rs. .....(in words)
We.....(Name of the Bank) having its registered office at (hereinafter referred as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees or in such convertible currency as acceptable to the Organisation, any and all money the extent of Rupees .....(in words). In aggregate at any time without any demo, reservations, recourse, contest or protests and/or without any reference to the contractor. Any such demands made by the Organisation on the Bank shall be conclusive and binding notwithstanding any difference between the Organisation and contractor or any dispute pending before any court, Arbitrator or any other authority. We agree that guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Organisation in writing.

2. The Organisation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time for performance of the contract by the contractor or vary the terms of the contract. The Organisation shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of power vested in them or of any right which they might at anytime in any manner, and either to enforce, or to forebear to enforce, any convenants contained or implied in the contract between the Organisation and the contractor or any other course or remedy or security available to the Organisation. The Bank shall not be released of its obligations under these presents by any exercise by the Organisation of its liberty with reference to matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Organisation or any other indulgence shown by the Organisation or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.

3. The Bank also agree that the Organisation at its option, shall be entitled to enforce, this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that the Organistion may have in relation to the contractor's liabilities.

4. The Bank further agrees that the Guarantees herein contained shall remain in full force during the period that is taken for the performance of the contract, i.e. complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of the Organisation under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the Organisation discharge this guarantee in writing.

5. We further agree that as between us and the Organisation for the purpose of this guarantee, any notice given to us by the Organisation that the money is payable by the contractor and any amount claimed in such notice by the Organisation shall be conclusive and binding on us notwithstanding any difference between the Organisation and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution, in the constitutions of the Organisation and that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.

6. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. (Rupees) (in figures) (in words) in aggregate and it shall remain in full forces upto and including 60 days after (Indicate the date of

expiry of Guarantee/Warranty period) unless extended further from time to time, for such period as may be instructed in writing by M/s. (.....) on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of 60 days from..... .....(Indicate the date of expiry of Guarantee/warranty period) or before the expiry of the 60 days after the expiry of extended period, if any if no such claim has been received by us within 120 days after the said date/extended date, the right of the Organisation under this guarantee will caase. However, if such a claim has been received by us within and upto 120 days after the said date/extended date, all the rights of the Organisation under this Guarantee shall be valid and shall not cease unitil we have satisfied that claim.

7. **The Bank confirms that this guarantee has been issued with the approval of the appropriate Exchange Control, Rules and regulations of the country.

We also agree that this guarantee shall be governed and construed in accordance with India Laws and subject to the exclusive jurisdiction of Indian Courts.
*The Bank also agree that Courts of New Delhi, India shall have exclusive jurisdiction.

Dated this day of

At

Witness No. 1

(Signature) (Signature)

(Full name and official) address in capital letter

(Full name and official) address in capital letter

(Designation with Bank Stamp)
Attorney as per Power of Attorney No. .....

Date

* Applicable where the party is foreign one.
** Applicable where the party is Indian.

INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR PERFORMANCE BOND

1. The Bank guarantee should be stamped in accordance with stamp act.

2. The non-judicial stamp paper should be in the name of the issuing bank.

3. Clause 7 of the bank guarantee is applicable when outside party is a foreign one. When the other part(s) is/are Indian, the alternative clause may be retained as follows :-

"The bank also agrees that Court of New Delhi, India shall have exclusive jurisdiction".

4. Please indicate the currency in which bank guarantee is being given, Rupees/US Dollars have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in currency other Rupees or US Dollars, these terms may be deleted and replaced by relevant currency.

5. The period 120 days mentioned in clause 6 should be available after the expiry of the validity period/satisfactory performance, as the case may be, or any extension of such period.

6. The bank guarantee by Indian bidder will be given from an Indian scheduled commercial bank only. The foreign bidders will give Bank Guarantee from an Indian scheduled commercial bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from a foreign bank acceptable to the Organisation will be considered, provided it is confirmed by an Indian scheduled commercial bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.

ANNEXURE III

BID EVALUATION CRITERIA

1. SALIENT FEATURERS	BIDDERS CONFIRMATION
1.1 Open Tender No.	
1.2 Two Bid System	
1.3 Tender Fee	
1.4 Validity period of Bid	120 days from the date of opening i.e. up to and inclusive of date of opening
1.5 Bid Bond	As per clause 5(1) of Invitation of Bid
1.6 Security Deposit	Would be required on placement of purchase order i.e. 10% of the ordered value in case FOB and 5% FOR Destination contract respectively and shall be valid for 60 days from the date of expiry of guarantee/warranty.
1.7 Delivery Period	As specified in the "Invitation to Bid"
1.8 Closing date of tender	12.00 Hrs. on……
1.9 Opening date of technical bid	15.00 Hrs. on……
1.10 Opening date of price bid	Date as may be separately notified later.

2. **VITAL COMMERCIAL CRETERIA FOR ACCEPTANCE**

2.1 The following vital commercial conditions should be strictly complied with failing which the bid will not be considered.

2.2 Bids should be from actual manufacturers, public sector undertakings, supply houses/representatives/distributors/dealers/agents authorized by Foreign Principals.

SUBMISSION OF BID BOND/BANK GUARANTEE ALONG WITH BID

In case of domestic bidders, tender must be accompanied with Earnest Money deposit in the form of either a Bank Draft/FDR Payable to DDO (Name of Organisation) or a Bank Guarantee from an Indian scheduled commercial Bank with the tender document. Bank Guarantee by domestic bidders will be given on non-judicial stamp paper as per stamp duty act applicable at New Delhi. In the case of foreign bids, Bank Guarantee from an Indian scheduled commercial situated in the city of bidders will be accepted.

In case no Indian scheduled commercial bank is situated in the city of the Bidder, then the bank guarantee, obtained from a foreign bank shall be got confirmed by any Indian scheduled commercial bank and shall be covered by Indian laws and be subject to the jurisdiction of Courts of the place of issue of the Acceptance of tender.

The amount of Earnest Money Deposit should be as per clause 5 of Invitation to Bid, subject to maximum ceiling of Rs. 2.00 lakh, offers without bid Bond will not be considered and summarily rejected.

2.3 Submission of Security cum performance Bank Guarantee for execution of contract as well as for satisfactory performance of equipment during warranty period by the successful bidders.

2.4 Acceptance of Failure and Termination Clause No. 11 of Tender document.

2.5 Acceptance of Arbitration clause No. 32 of tender document.

2.6 Acceptance of Warranty and Guarantee clause No. 8 of tender document.

2.7 Acceptance of jurisdiction clause No. 33 of tender document.

2.8 The Indian Bidders are free to quote firm prices fully in Indian currency or in foreign currency to the extent of imported component of the supplies to be effected. For the purpose of comparative evaluation, the quoted foreign

exchange component will be converted into Rupees at the BC selling rate prevailing on the date of opening of price bid. The BC Selling rate of exchange of State Bank of India (SBI) on the date of opening of price bid shall be applicable for the purpose of comparison. Where the time lag, between the opening of price bid and final evaluation exceeds of 3 months, the BC Selling rate of SBI on the date of final evaluation will be for conversion.

Indian Bidder must clearly indicate the FE content and the requirement of currency on their bid. The Organisation will not make payment in foreign currency. Further, import of raw material/components will have to be arranged by the Bidders themselves and the Organisation will not provide an import license.
Foreign Bidders should quote firm FOB, C & F and CIF price whereas Indian Bidders should quote ex-works packed, for destination price.

CRITERIA FOR LOADING OF BIDS

The following criteria will be adopted for evaluation of bid: -
For delivery/completion periods quoted longer than that specified in the bid document, the quoted price shall be loaded 1/2% per extra week or part thereof. Offers with delivery/completion period longer than 3 months beyond the stipulated delivery completion period will be rejected.

Where only Indian parties are in contention for an award of a contract in a tender, foreign exchange component will be loaded by a factor of 25% before evaluation is done.

Bidders will not indicate separate discount. Discount if any should be merged in the rates against the quoted items. Discount, if any, indicated separately will not be taken into account for evaluation purposes.

Bidders from USA should note that Port Terminal Handling charges would have to be borne by them on FAS/FOB contracts.

ALTERNATE FINANCING

Organisation is also looking for alternative financing arrangement against this tender as given along with credit facilities would be preferred and shall be given due weightage while evaluating bids as per Govt. guidelines, issued from time to time. Bidders are therefore requested to offer credit package for 3 years and more which may made Govt. grants, soft credits, exports credits and/or mix of soft, export and commercial credits etc. in the following order :-

i) Export credits available including those available to bidders, his collaborators and subcontractors. The export credit may be in the credit lines offered by the export Banks or other special agencies approved by the respective Govt. including offers from commercial banks who are authorized to make available such export credits.

ii) Supplier's/Contractor’s commercial credit from commercial banks.

iii) Buyer's credits made available by commercial banks to this Organisation on the basis of a request made by the bidders submission of his bid.

Indigenous bidders submitting their bids involving foreign exchange component will also be required to offer the credit package for foreign exchange amendment in similar order.

Bidder should submit along with their bid, original offers in writing from their financing agencies and such offers will be taken as commitment available to the (Name of the Organisation) and THE GOVERNMENT OF INDIA for acceptance at least for a period of 60 days beyond the validity of the offer.

All financing offers should contain clear details of the offer such as the amount and currency in which it is proposed to be financed, the terms of the loan, the period of draw down, the interest rate, commitment fee where applicable, repayment schedule including frame, period proposed and other relevant points for evaluation purposes.

The Organisation and THE GOVERNMENT OF INDIA reserve the right to accept fully or partly or to reject any financing offer at the discretion.

iv. The details of the financial package offered by the bidder should be included in the bid. The following proforma (with modification, if necessary) many be used to described the summary of the financial package along with detailed package offered.

PROFORMA FOR FINANCIAL PACKAGE

a) Type of credit/grant
b) Lenders
c) Loan amount and currency
d) Draw down period
e) Grace period of loan repayment
f) Duration of the loan repayment
g) Rate of interest
i) Firm
ii) Floating
h) Repayment conditions
i) Other financing costs, if any
j) Limitation of eligibility

VITAL TECHNICAL CRETERIA FOR ACCEPTANCE OF BIDS

12.1 Quotation in original must be from the manufacturers/authorized supply house.

12.2 In case the bidder is an authorized dealer/supply house, he should name the original manufacturer. Bidder should furnish warranty from the original manufacturer and also furnish a certificate from the manufacturer that the bidder can quote items of the original manufacturer directly. Offers not complying with these requirements will be rejected, without any notice/back reference.

12.3 Past performance report of similar items earlier supplied/ similar works earlier carried out for this Organisation will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied/ similar work earlier carried out for the Organisation is found to be unsatisfactory.

ANNEXURE - IV

DESCRIPTION OF STORES AND TECHNICAL SPECIFICAITONS

Description/Specifications, Material Code, Quantity of Items

Sl. No.	Description of Stores/SITC/SETC	Qty.	Specification