TENDER DOCUMENT FOR

SUPPLY OF ULTRASOUND SYSTEM.

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH
(Ministry of Earth Sciences, Govt. Of India)

Headland Sada, Vasco-da-Gama
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NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

(*Ministry of Earth Sciences, Govt. Of India*)

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GLOBAL TENDER

Director, National Centre for Polar & Ocean Research (NCPOR) invites sealed tenders in two-parts (part I – Technical bid & part II Financial bid) super scribing Tender No. Item and due date from well established / reputed manufacturers / authorized and bonafide vendors for Supply of POC ABG Machine with Cartridge and Ultrasound System :-

Sl. No.	Tender No.	Item Description	Qty.	EMD Rs.
1	NCPOR/AES-11856/GT-03	Supply of POC ABG Machine with Cartridge	02 Nos.	16,000.00
2	NCPOR/AES-11857/GT-04	Supply of Ultrasound System	02 Nos.	95,000.00

Bid Submission End date: **19.09.2022**
Bid Opening Date : **21.09.2022**

Bidders can download complete set of tender document from NCPOR website http://www.ncpor.res.in.

Bids for this tender will be accepted Manual only.The Director, NCPOR is not responsible for any postal delays.

The quotations will be opened on **21.09.2022**in the presence of tenderers or their authorized representatives. The Director, NCPOR reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Sd/-

For & on behalf of Director, NCPOR

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH
(*Ministry of Earth Sciences, Govt. Of India*),
HEADLAND SADA, VASCO-DA-GAMA,
GOA - 403 804

GLOBAL TENDER NO. NCPOR/P&S/AES-11856/GT-04.

TENDER FORSUPPLY OF ULTRASOUND SYSTEM.

1.	**SUPPLY OF ULTRASOUND SYSTEM** **Specifications:** **Quantity**	As per Annexure-VII 02 Nos.	
2.	General Terms and Conditions	As per Annexure	
3.	EMD	**Bidders** shall submit **EMD** along with their tender, either by DD drawn in favor of NCPOR, for a sum of Rs. 95,000/- (Rupees Ninety Five Thousand only) payable at Vasco-da-Gama only. ***Or*** **In theform of a bank guarantee** for a sum of Rs. 95,000/- (Rupees Ninety Five Thousand only)	
	Critical Dates	**Date (DD/MM/YYYY)**	**Time IST (Hrs. Mins)**
	Tender Publishing date	**29.08.2022**	**11.00**
	Document download start date	**29.08.2022**	**11.00**
	Document download end date	**19.09.2022**	**17.00**
	Seek Clarification end date	**12.09.2022**	**17.00**
	Bid Submission start date	**29.08.2022**	**11.00**
	Bid Submission end date	**19.09.2022**	**17.00**
	Bid opening date	**21.09.2022**	**10.00**

Important note for MSEs/Start Up India /Make in India-DPIIT Policy bidders

Although provisions related to Government's Public Procurement Purchase Preference Policy are briefly stated in the tender document under relevant clauses, any bidder seeking exemptions /benefits/preferences under MSEs/Start Up India/Make in India/DPIIT, Ministry of Commerce and Industry Policy or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself declare its bidding status and the benefit/preference sought under the relevant policy of the Government and enclose all related documents/certificates etc., for claiming such benefits. The bidder must also clearly highlight the provisions of the policy with respect to the benefit/preference being sought by it for which it meets the eligibility conditions.

If the Bidder fails to declare its status and/or claim the Policy benefit/Preference/Exemption etc., and/or fail to submit necessary documents/certificates in support of its claim at the time bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document/certificate in support of its claim as it violates the tendering process.

NATIONAL CENTREFOR POLAR & OCEAN RESEARCH

SUPPLY OF ULTRASOUND SYSTEM

Tender Reference Number: Tend No. NCPOR/PS/AES-11857/GT-04

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Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

The DIRECTOR, NCPORinvites from well established/reputed manufacturers /authorized and bonafidevendors under the provision of various policy initiatives and notifications issued by various Ministries/Departments of Govt. of India for**"SUPPLY OF ULTRASOUND SYSTEM"**through **OFFLINE (Manual) bids**as per the **specifications given in Annexure-I.**

ANY STATEMENT/GUIDELINE/DIRECTION RELATED TO ONLINE SUBMISSION IN THE BID DOCUMENT,IF ANY, MAY PLEASE BE IGNORED.

2. The Tender Document

2.1 Bidders must read the complete'Tender Document'.

This NITis anintegral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must go through the Tender Documentfor details before submission of their Bids. However, Bidders must go through the complete Tender Document for details before submission of their Bids.**All Bidders are requested to follow each and every instruction as given in the bidding documents mandatorily failing which the will be treated as non responsive and disqualified without assigning any reason.**

2.2 Availability of the Tender Document

The Bidders can download complete set of tender document from CPP Portal http://epublish.gov.in/eprocure/ NCPOR website http://www.ncpor.res.inIt shallbe available for download after the date and time of the start of availability till the deadline for availability.The downloaded Tender Document isfree of cost.

2.3 Clarifications

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

3. Eligibility Criteria forParticipationin this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder shouldmeet the following eligibility criteriaas ofthe date of his bid submission and should continue to meet these till the award

of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). The Bidder,

1) must:

   (a) bea natural person, private entity, or public entity (State-owned enterprise or institution).

   (b) bea Joint Venture/ Consortium(an association of several persons, firms, or companies - hereinafter referred to as JV/C).

   (b) bea manufacturer of the product offered or be dealer authorised by the Principal/ OEM.

2) must:

   (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of thesereasons.

   (b) (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)

      (i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH or its Ministry/ Department from participation in its Tender Processes; and/ or

      (ii) Not beconvicted (within three years preceding the last date of bid submission)or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

         - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
         - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
         - suspectedto be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

      (iii) Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

      (iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)

         - of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
         - of the near relations of executives of Procuring Entity involved in this Tender Process

   (c) Not havea conflict of interest,which substantially affects fair competition.The prices quoted shouldbe competitive and without adopting any unfair/ unethical/ anti-competitive means.No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

3) Must fulfil any other additional eligibility condition, if any, as may be prescribed, elsewhere in Tender Document.
4) Must provide such evidence of their continued eligibility to the Procuring Entityif so requested.
5) Of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause4.1.
6) From specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause3.3.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its rightto grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).**To get preferential treatment against fully imported offers, domestic bidders (manufacturers or suppliers) must comply with Order Nos.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 and 31.8.2020 and also Make in India Order No.P-45021/2/2017-PP(BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. THE ONUS FOR ENSURING COMPLIANCE TO THE PROVISIONS OF THESE POLIC NOTIFICATIONS KEEPING IN VIEW THE REQUIREMENTS UNDER THIS TENDER DOCUMENT ENTIRELY RESTS WITH THE BIDDER.**

Foreign Bidders may kindly note that Purchaser is obligated to give preferential treatment to Domestic Bidders (Manufacturers, suppliers) in this bid under the relevant Government Policies and a lower currency bid for fully imported item can be ignored in favour of the bidder quoting under Make in India Policy of the Govt. of India.

5. Submission of Bids:

The bids should be submitted in two parts i.e. Technical bid and Commercial bid.

I) Technical bid should contain all details and specifications of the equipment offered, delivery schedule, warranty, payment term, user-list, service support.

In the TECHNICAL BID, the Bidder should furnish the Name and address of the Purchasers placed orders on similar equipment with order No, date, Description and quantity, Date of Supply along with Contact Person Telephone No, Fax No, and e mail address of Purchaser.

In case the technical bid contains any direct or indirect reference to quoted price the bid is liable to be rejected.

II) Financial bid should contain details of the price(s) of the item(s) quoted in the technical bid.

The Technical and Financial bids should be submitted in two separate sealed covers, super scribing**"Part-I Technical Bid forSupply of Ultrasound System",** Tender No., due date and **"Part-II**

financial bid for Supply of Ultrasound System, Tender No., due date. Both the bids should be kept in a single cover by super scribing tender for**Ultrasound System**,sealed and addressed to the Director, National Centre for Polar and Ocean Research, Headland Sada, Vasco-da-Gama, Goa-403804. **Offer sent through fax/email will not be accepted.**

III) Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed, the signed bid only should be submitted.

Incompleteand unsigned bids will not be considered at all.

IV) The bid should contain all relevant technical literature pertain to items quoted **with full specifications** (Drawing, if any), information about the products quoted, including brochures if any.

V)A list of **reputed clients** to whom the firm has supplied similar items to be furnished along-with the bid. Manufacturer/tenderer to provide reference/client details of all operational Ultrasound Systems with same/similar configuration, commissioned over the last five years. Reference of publications brought out using the system with same/similar configuration/capability should also be provided. Manufacturer shall provide exhaustive literature/brochures for systems and sub systems for evaluating the technical suitability.

VI) Bid should be **valid for a period of 120 days** from the date of tender opening and the period of delivery required should also be clearly indicated. If the supplier fails to deliver the goods within the time to be agreed upon, for delayed deliveries and for delays in installation (wherever applicable). NCPOR reserves the right to **levy liquidated damages** at the rate of 0.5% per week or part their of up to maximum of 5%.

VII) **Technical bidshould contain Bid Security.**

VIII)**Integrity Pact:**All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

6. Bid Opening

Bids received shall be opened on 21.09.2022in the presence of tenderers or their authorized representatives. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

7. Disclaimers and Rights of Procuring Entity

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

(a) reject any or all of the Bids, or
(b) cancel the tender process; or

(c) abandon the procurement of the Goods; or
(d) issue another tender for identical or similar Goods

Note: For further details, please refer to appended TIS and the complete Tender document.

Appendixto NIT: Tender Information Summary

Document No. TenderNo.:NCPOR/P&S/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.
(Ref ITB-clause 1.4)

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title	Supply of Ultrasound System		
Tender Reference Number	Tend No.NCPOR/P&S/ AES-11857/GT-04		
Tender Type	GLOBAL TENDER	Form of Contract	*[Item Rate]*
Tender Category	Equipment/Goods	No. of Covers	Two covers
Bidding System	Single Stage		
the Procuring Organisation:	NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH		
Authority on whose behalf Tender is invited	DIRECTOR, NCPOR		
Tender Inviting Authority (TIA)	DIRECTOR, NCPOR	Address	Head Land Sada, Vasco-da-Gama, Goa-403804
Appointing Authority for Arbitration	DIRECTOR, NCPOR		
2.0 Requirement Details (ITB-clause 5.0)			
Evaluation Basis	Consignee wise	Part quotation allowed or not	Not Allowed
Inspection Type	Yes	Inspection Agency	Appointed Committee
Schedule			
Item Details:	**Supply of Ultrasound System**	Qty. and Units	01 Lot
Indicative HSN Code:	Yes	Consignee/ State:	Goa
Terms of Delivery	CIF, Goa basis	Completion date of Delivery:	2022
3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)			
Published Date	**29.08.2022 11.00 Hrs**	Bid Validity (Days from the date of Tender Opening) – ITB-clause9.3	**120 days**

Document Download Start Date & Time	**29.08.202211.00 Hrs**	Document Download End Date & Time	**19.09.2022 17.00 Hrs**
Clarification Start Date & Time	**29.08.2022 11.00 Hrs**	Clarification End Date & Time	**12.09.2022 17.00 Hrs**
bid Submission Start Date & Time	**29.08.2022 11.00 Hrs**	bid Submission Closing Date & Time	**19.09.2022 17.00 Hrs.**
Tender Opening (Techno-commercial bid) Date & Time	**21.09.2022 10.00Hrs**	Tender Opening (Financial bid) Date & Time	*Will be intimated to the qualified bidders*
4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)			
Is this item reserved for exclusive Procurement from MSEs		No	
Nature of Bidders eligible – OEMs/ Dealers authorised by OEMs		OEMs	
Entities from countries not eligible to participate on reciprocal basis ITB-clause4.1.2 (Make in India Policy)		*Yes*	
Minimum local content for eligibility to participate ITB-clause4.1.4 (Make in India Policy)		Applicable	
Classes of Local Suppliers eligible to participate ITB-clause4.1.4 (Make in India Policy)		Applicable	
Mandatory Joint venture with Indian Company ITB-clause4.1.7 (Make in India Policy)		Yes	
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1)			
Classification of Local Suppliers based on Minimum local content ITB-clause4.1.1		Applicable	
The margin of purchase preference (ITB-clause 4.1.4)		Applicable	
Is the requirement divisible for preference ITB-clause4.1.5		No	
Would the contract be split among more than one bidder ITB-clause4.1.5		No	
6.0 Obtaining the Tender Document and clarifications (ITB-clause7.0)			
Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app		
	www.ncpor.res.in Tenders		
Cost of Tender Document (INR)	Not applicable		
Office/ Contact Person/ email	Email :warlu62@ncpor.res.in		

for clarifications	
7.0 Pre-bid Conference (ITB-clause8)	
Pre-bid Conference applicable or not	NA
8.0 Preparation and Submission and Opening of Bids (ITB-clause9.0 and 10.0)	
Bids to be Addressed to	DIRECTOR, NCPOR.
Tender Opening Place	NCPOR
Alternate Bids allowed or not ITB-clause 9.1.6	No
9.0 Physical submission ofOriginals Bid	
Physical documents required/ permitted to be submitted	Yes
If Yes, List of Documents to be submitted physically	As per tender
Deadline for physical submission of Bid	**19.09.2022 17.00 Hrs**
Address of Physical Submission of Originals	NCPOR,Headland Sada, Vasco-da-Gama, Goa-403804

10.0 Documents relating to Bid Security(ITB-clause9.4) and Performance Security (ITB-clause 13.2.4)			
As per Tender			
Performance Security	Applicable @ 3% of Order value	Form of Security and To whom to be addressed	DIRECTOR, NCPOR

11.0 Additional Clauses			
Clause	**Description**		
Integrity Pact to be Signed and Submitted along with bid ITB-clause9.2.1	Yes	Independent External Monitor, Name and Contact Details	NA
Price Variation Clause ITB-clause6.2.2	No		
Quantity Splitting/ Parallel Orders ITB-clause 13.1.2	No.	If Yes, Ratio of Distribution among L-1 and others	'Not applicable'

Section II: Instructions to Bidders (ITB)

1. The Tender Document

1.1 Basic Tender Details

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

1.2 Interpretations, Definitions, Abbreviations and Document Conventions

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

1.3 Overview of Contents

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

1.4 Sections of the Tender Document (need not be signed)

1.4.1 Sections of the Tender Document

The Tender Document contains the following sections, which are described in subsequent sub-clauses:

1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
2) Section II: Instructions to Bidders (ITB)
3) Section III: Appendixto Instructions to Bidders (AITB)
4) Section IV: General Conditions of Contract (GCC)
5) Section V: Special Conditions of Contract (SCC)
6) Section VI: Schedule of Requirements
7) Section VII: Technical Specifications and Quality Assurance
8) Section VIII: Qualification Criteria

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

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

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

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

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

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

1.4.5Section VI: Schedule of Requirements

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

1.4.6Section VII – Technical Specifications and Quality Assurance

Section VII – Technical Specifications and Quality Assurance lays down the technical and quality assurance of the Goods required. Bidders must fillup 'Form 3: 'Confirmation/ Deviation from Technical Specifications and Quality Assurance'regarding this Schedule. Bidder should provide the required details, information, confirmations, etc., accordingly, failing which its bid shall be liable to be rejected as nonresponsive.

1.4.7Section VIII: Qualification Criteria:

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

1.5 Forms (Tobe filled,signed,andsubmittedalong with the bids.)

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

1) Form 1:bid Form (To serve as a covering letterto both the Techno-commercial and Financial Bids)

   (a) Form1.1: Bidder Information
   (b) Form 1.2: Eligibility Declarations
   (c) Form 1.3: OEM's Authorization
   (d) Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs

2) Form 2: Schedule of Requirements - Compliance

3) Form 3: Technical Specifications and Quality Assurance- Compliance

4) Form 4: Qualification Criteria - Compliance

   (a) Form 4.1: Performance Statement

5) Form 5: Terms and Conditions- Compliance

6) Form 6: Checklist for the Bidders

7) Form 7: Documents Relating to Bid Security

8) Form 8: Integrity Pact

9) Financial bid.

1.6 Other Formats

1) Format 1: Contract Form(Not to be filled by Bidders)

   (a) Format1.1: Bank Guarantee Format for Performance Security
   (b) Format 1.2: NEFT Mandate Form
   (c) Format 1.3: No Claim Certificate
   (d) Format 1.4: Certification by Prospective Arbitrators

2) Conference. (To be filled up, if required, by Bidder)

2. Procuring Entity - Rights and Disclaimers

2.1 The Procuring Entity

Bids are to be addressed to theDIRECTOR, NCPOR, NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH. The contract maydesignate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and Paying authority who shall discharge designated function during contract execution.

2.2 Right to Intellectual Property and confidentiality:

1) The Tender Document and associated correspondence are subject to copyright lawsand shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.

2) However, Bidders may share these to prepare and submit its bidwith its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.

4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

   (a) now or hereafter is or enters the public domain through no fault of Bidder;
   (b) islegally possessed by Bidder at the relevanttime and was not previously obtained, directly or indirectly, from the Procuring Entity; or
   (c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

5) The provisions of this clause shall survive completion or terminationfor whatever reason of the Tender Process or the contract.

2.3 Right to Reject any or all Bids

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

2.4 Disclaimer

2.4.1Regarding Purpose of the Tender Document

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

2.4.2Regarding Documents/ guidelines

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

2.4.3Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which thatwas provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

2.4.4Regarding Tender Document:

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct duediligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender

Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretingthe law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability,whether resulting from negligence or otherwise,or any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder,on such account.

3. Bidders - Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

3.2 Eligibility Criteria forParticipation in this Tender

Subject to provisions in this Tender Document, participation in this TenderProcess is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity).Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

3.3 Eligibility of bidders from specified countries

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

1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India[1], excluding countries as listed on the website of the Ministry of External Affairs[2], to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered[3] with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - bid Form.

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[1] https://mea.gov.in/india-and-neighbours.htm

[2] http://meadashboard.gov.in/indicators/92

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

2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1:BidForm.

3) IfBidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

4) "Bidder from such Restricted Countries" means: -

   a) An entity incorporated, established, or registered in such a country; or
   b) A subsidiary of an entity incorporated, established, or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium/ joint venture where any member falls under any of the above

5) The beneficial owner shall mean:

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

   Explanation-

   (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits.
   (ii) “Control” shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

   (b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
   (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
   (d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
   (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3.4 Conflict of Interest.

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

1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal.However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

4) hasa relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidderor influence the decisions of the Procuring Entity regarding this Tender process; or

5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirementsor the Tender Document etc)of this Tender process; or

7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3.5 Regulation ofIndian Agents/Associates of Foreign Principals

Wherever the foreign principal desires toinvolve in this tender process, an Indian Agent/ associate, their dealings shall be regulated.Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.4 – Declarations by Agents/ Associates of Foreign Principals:

1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
3) The Bidder/ Foreign Principal must commit to submitting after the Financialbid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

The Procuring Entity reserves its rightto grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

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

4.1 Make in India Order

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

4.1.1Categories of Local Suppliers

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

1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TISor 50% if not prescribed.

2) 'Class-IIlocal Supplier' with local content equal to or more than that prescribedin TISor 20%if not prescribed,but less than that applicable for Class-I local Supplier.

3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.1.2Eligibility Restrictions based on Reciprocity.

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

4.1.3Eligibility to participate

1) **Minimum local content for eligibility to participate**: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.

2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements.

4.1.4Thresholds

1) Following thresholds shall be declared in the Tender Document.

   (a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
   (b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
   (c) **The margin of purchase preference:**The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.

2) The default threshold shall be as follows:

   (a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
   (b) Minimum local content for eligibility to participate shall be 50%,
   (c) The margin of purchase preference shall be 20%

4.1.5Purchase preference to Class-I local Suppliers

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

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

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

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

(a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
(b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
(c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contractshall be awarded to the L-1 bidder.

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

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

4.1.6Verification of local content and violations:

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

2) In cases of procurement for a tender value aboveRs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.

4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violatingthe Code of Integrity as per the Tender Document.

4.1.7Manufacture under license/ technology collaboration agreements with phased indigenization

1) Foreign companies shall enter into a joint venture with an Indian company to participate.

2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturingindigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights)under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content.Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

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

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

1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.

2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.

3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with theprecise phasing of increase in local content, he must provide proof thereof.

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

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

4.2.1Registration of MSEs

1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Numberas proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.

2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:

   (a) The proprietor(s) shall be SC/ ST or womenIn proprietary MSEs
   (b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
   (c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited CompaniesMSEs.

4.2.2Support to MSEs

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

4.2.3Reservation of specific items for procurement

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

4.2.4Purchase Preference to MSEs

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

4.3 Support to Start-up Enterprises

4.3.1Definition of Start-up Enterprises

1) As defined by DPIIT, an entity shall be considered as a 'Start-up':

   (a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
   (b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
   (c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a ‘Start-up’.

3) AStart-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-upfrom the inter-Ministerial Board of Certificationto obtain support.

4.3.2Support to Start-ups

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

1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

2) **Relaxation in Prior Turnover and Experience:**The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications.The decision of the Procuring Entity in this regard shall be final.

5. The Goods, Eligible Goods and Basis of Evaluation

5.1 Eligible Goods –Origin and Minimum Local Content

All 'Goods' and 'incidental Works/ Service'to be supplied under the contract must conform to i) restrictions on certain countries with land-borders with India (ITB-clause 3.3; ii) minimum local content (Make in India Policy – ITB-clause 4.1). IfBidder avails benefits under any preferential policyas Class-I Local Supplier or as MSE or Start-up enterprise, the Goods must not circumvent the provisions relating to such benefits.

5.2 Basis of Evaluation for Schedules/ packages

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

6. Bid Prices, Taxes and Duties

6.1 Prices

6.1.1 Competitive and Independent Prices

a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

   i) those prices; or
   ii) the intention to submit an offer; or
   iii) the methods or factors used to calculate the prices offered.

b) The prices shouldneitherbenor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

6.1.2 Undue profiteering

1) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).

2) **Undue profiteering:**If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contractfor default as perthe contractand avail all the remedies available thereinin addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price Components

1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.

2) **The break-up of Prices based on Origin of Goods:**The quoted prices for Goods offered from India and those offered from abroad should be indicated separately in the applicable Price Schedules. The prices in the corresponding price schedule shall be entered separately in the following manner:

(a) Domestic Goods: For Goods offered indigenously, the prices in the corresponding price schedule shall be entered separately in the following manner:

i) The price of the Goods quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, shall be assumed to include all taxes and duties like GST, customs duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Goods or on the previously imported Goods of foreign origin.

ii) Any GST, which shall be payable on the Goods in India if the contract is awarded.

iii) Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods to their final destination as stipulated in Section VI: Schedule of Requirements and

iv) The price of incidental Works/ Services, as and if mentioned in Section VI: Schedule of Requirements.

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

i) The price of Goods quoted FAS/ FOB port of shipment or CIF port of entry in India or CIF specified place of destination in India as indicated in the Schedule of Requirements.

ii) Wherever applicable, the amount of customs duty on the Goods to be imported.

iii) The charges for inland transportation, insurance, and other local costs incidental to the delivery of the Goods from the port of entry in India to their final destination, as stipulated in the Schedule of Requirements. and

iv) The charges for incidental Works/ Services, as and if mentioned in the Schedule of Requirements, showing break-up as per their country of origin.

v) Unless otherwise explicitly indicated in the contract, the terms FOB, FAS, CIF etc. for imported Goods offered from abroad shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

vi) The need for an indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 6.1.3), is for comparison of the Bids by the Procuring Entity and shall no way restrict the Procuring Entity's right to award the contract on the selected Bidder on any of the terms offered.

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

Procurement of Capital Goods/ Machinery & Plant following price components shall be provided in Form 2: Schedule of Requirements – Compliance and Form 3: Technical Specifications and Quality Assurance – Compliance:

(a) **Compulsory Spares for Two Year's Maintenance**

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

(b) **Insurance**

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

(c) **Prices of Other Spares usually needed for Maintenance**

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

(d) **Incidental Works/ Services**

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

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

6.1.4 Price Schedule

The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.

6.1.5 Provisions of GST

1) Break up of different price elements,i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.

2) While quoting the basic rate,the bidder should offset the input credit available/ to be availed as per the GST Act.

3) Please refer to ITB-clause 6.3 for further details.

6.1.6 Currencies of Bid and Payment

1) In the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

2) Where the Tender Documentpermits quotations in different currencies, then, for domestic Goods, prices shall be quoted in Indian rupees only, and for imported Goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in Clause 12.4.2 below.

(a) Regarding price(s) for incidentalWorks/ Services, if any required with the Goods, the same shall be quoted in Indian Rupees if such Works/ Services are to be performed/ undertaken in India.

(b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.7 Non-compliance

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

6.2 Firm/ Variable Price

6.2.1.Firm Price

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.2.2 Price Variation Clause:

1) In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input costof labour, material,and fuel/ power components under the price variation formula asstipulated in the Tender Document.

2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bidshall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

6.2.3 Exchange Rate Variation

Subject to provisions of clause6.2.1 above, where final prices are quoted in Indian Rupees (INR)involving substantial imports content (> 25%),and the deliveries exceed 12 months, Bidder may, if they so desire,stipulate Foreign Exchange Rate Variation (ERV) clause. In that case, the ERV shall be borne by the Procuring Entity within the original Delivery Period. ERV shall be applicable only for components used to manufacture supplied Goods imported after the contract date.

1) The offer of Bidder should indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing onthelast deadline forsubmission of Techno-commercial Bids, and variation beyond the base Exchange Rateshall be calculated up to the midpoint of the delivery period unless the bidder has already indicated the schedule within which the bidder shall import material.

2) If the delivery period is refixed/ extended, ERV shall not be admissible if this is due to the contractor's default.

3) Unless otherwise stipulated in the contract, documents for claiming ERV shall be:

   (a) A bill of ERV claim enclosing working sheet.
   (b) Banker’s Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.
   (c) Copies of import order/agreement placed by the contractor on its Suppliers.
   (d) Invoice of Contractor’s Suppliers for the relevant import order

6.3 Goods and Services Tax (GST)

6.3.1 GST Registration Status:

1) All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.

3) **Composition scheme:**IftheBidderhas opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, heshall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting himfrom registration.Suchbidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further,Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

5) The Procuring Entity's state-wise GSTINs are indicated in Section VI – Schedule of Requirements and/ or TIS/ AITB.

6.3.2 HSN Code and GST Rate:

1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.

2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.

3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.

4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.

5) **Applicability to Imported Goods/ Services:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable dutieslikesafeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed underGST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

6.4 Payments

6.4.1 General

Payment terms laid down in clause GCC 10.3 shall be applicable.

6.4.2 No Advance Payments

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

7 Downloading the Tender Document; Corrigenda and Clarifications

7.1 Downloadingthe Tender Document

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

7.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document.However, the bidders' responsibility is to check the website(s) for

any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission,as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

7.3 Clarification on the Tender Document

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

8 PreparationofBids

8.1 The bid

8.1.1 Language of the bid

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

8.1.2 Acquaintance with Local Conditions and Factors

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

8.1.3 Cost of Bidding

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

8.1.4 Interpretation of Provisions of the Tender Document

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

8.1.5 Quote Quantities/ Prices in both Numerals and Words

The bidders are advised to ensure that there is no ambiguity in the quantities and Prices.

8.1.6 Alternative Bids not Allowed

Conditional offers, alternative offers, multiple bids by a bidder shall not be considered.

8.2 Documents comprising the bid:

8.2.1 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents.*No price details should be given or hinted at in the Technical bid*:

1) Form 7: Documents relating to Bid Security: ABid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be submitted as per ITB clause9.4.

2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bidand Financial bid);

    a) Form 1.1: Bidder Information;
    b) Form 1.2: Eligibility Declarations;
    c) If applicable, Form 1.3: OEM's Authorization (Ref ITB-Clause 1.5also): Unless specifically barred in TIS/ AITB, in case Bidder offers to supply Goods, which some other firm (OEM) manufactures, Bidder must have been duly authorized by the OEM to quote for and supply the Goods to the Procuring Entity in this particular tender specifically. Bidder shall submit OEM's authorization letter to this effect as per this.
    d) If applicable. Form1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs(ITB-clause 3.5 above)

3) Form 4: 'Qualification Criteria- Compliance': Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria as follows. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.:

    (a) Bidder shall also submit Form 4.1: Performance Statement to prove his technical, production and financial capabilities and eligibility, commensurate with requirements of this Tender.

4) Form 2: Schedule of Requirements - Compliance: Bidders should fill this form to detail the Schedules of Goods offered by them,maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid.They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents.Even in case of no deviation, please fill in confirmations and nil deviation statements.If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.

5) Form 3 - Technical Specifications and Quality Assurance- Compliance: Bidder shall submit the required and relevant documents like technical data, literature, drawings, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents, to establish that the goods and incidental Works/ Services offered in the bid fully conform to the goods and Works/ Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all parameters of Technical Specifications, Quality Assurance. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.

6) Form 5 - Terms and Conditions- Compliance:Bidder must comply with the entire commercial and other clausesof this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be submitted as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements.If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.

7) Form 6- Checklist for the Bidders. Bidder must also submit the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out.This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

8) Duly signed Form 8: Integrity Pact.

9) Any other format/ formif stipulated in AITB or if considered relevant by the bidder

8.2.2 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule (To be submitted separately) considering all financially relevant details, including Taxes and Duties as per ITB-clause6.3. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financialbid.

8.3 Bid Validity

Bids shall remain valid for a period not less than 120days fromthe deadline for the bid submissionstipulated in TIS. A bid valid for a shorter period shallbe rejected as nonresponsive.

10) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

11) In exceptional circumstances, beforethe expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

8.4 Bid Security - Related Documents

1) All Bidders shall furnish/ submit a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the

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

2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from thedate of such enforcement. This declaration shall stand enforced if Bidder breachesthe following obligation(s) under the tender conditions:

   (a) withdraws or amendshisbid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
   (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:

      i) refuses to or fails to submit the original documentsfor scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
      (i) fails or refuses to sign the contract.

4)Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:

   (a) receipt by Bidder of the Procuring Entity's notification

      (i) of cancellation of the entire tender process or rejection of all bids or
      (ii) of the name of the successful bidder or

   (b) forty-five days after the expiration of the bidvalidity or any extension thereof

5) The bid-Securing Declaration of the successful bidder shallstand expired onlywhen Bidder has furnished the required Performance Security and signed the Agreement.

8.5 Non-compliance with these provisions

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

1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.

2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

10. Signing and submitting of Bids

10.1 Signing of bid

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

10.2 Submission ofBids.

10.2.1 Submission

1) Manual Bids shall be accepted for submission.Bidder must not make any changes to the contents of the documents while submission, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.

2) Bids shall be received only *manual* on or before the deadline for the bid submission as notified in TIS.

3) Only one copy of the bidcan besubmitted and Bidder shall sign all statements, documents, certificates submitted by him, owning sole and complete responsibility for their correctness/ authenticity.

4) Bidder need not sign or submit the Schedules in ITB-clause 1.4 above while submitting his bid unless otherwise instructed in the TenderDocument. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.

5) Bidder must submitscanned copies of originals (or self-attested copies of originals – as specified).

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

7) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

8) The Procuring Entity may extend the deadline for bids submission by issuing an amendment as perITB-clause7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

9) Bid submitted through modalities other than those stipulated in TISshall be liable to be rejected as nonresponsive.

10.2.2 Implied acceptance of procedures by Bidders

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

10.2.3 Late Bids

The bidder shall submit his bidbefore the expiry of the deadline for the bid submission.

11. BidOpening

The date & time of the opening bid is as stipulated in TIS. If the specified date of tender opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

12. Evaluation of Bids and Award of Contract

12.1General norms

12.1.1 Evaluation based only on declared criteria.

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

12.1.2 Infirmity/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

1) An infirmity/ irregularity ornon-conformity/ exception/ deviation/ reservation/ omissionfrom the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

   (a) which affects in any substantive way the scope, quality, or performance of the product;
   (b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
   (c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

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

3) Variations and deviations and other offered benefits(techno-commercial or financial) abovethe scope/ quantumof the Goods specified in the Tender Documentshall notinfluence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.

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

12.1.3. Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarificationwithin that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted inwriting or electronically,and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) Ifdiscrepancies exist in the Originals submitted by the bidder, the original copy's text, etc., shall prevail.Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsivein addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at

the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

12.1.4 Contacting Procuring Entity during the evaluation

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

12.2 Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation. The following are some of the crucial aspects for which a bidshall be liable to be rejected as nonresponsive:

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

12.2.2 The evaluation process in SingleTenders

1) This Tender Process is for multiple(two or more) covers Bids.Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility &qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.

12.3 Techno-commercial Evaluation

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

12.3.1Evaluation of eligibility

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

12.3.2Evaluation of Qualification Criteria

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

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

Procuring Entity shall evaluate schedule-wise conformity of thedescription, scope of supply, quantity, delivery schedules, terms of delivery, transportation of the offered goods to Section VI- Schedule of requirements as per submissions in Form 2: 'Schedule of Requirements - Compliance'. Technical specifications, drawings, quality assurance and other technical terms and conditions of the Bids shallbe examined, as per Form 3:

12.3.4 Evaluation of Conformity to Commercial and Other Clauses

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

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

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

12.4 Evaluation of Financial Bids and Ranking of Bids

12.4.1Ranking of Financial Bids

1) Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluatedand rankedto determine the lowest priced bidder.

2) The comparison of the responsiveBids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, on FOR/ FOT destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/ unloading/ stacking, insurance etc.

3) If the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bidfor a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;

4) If any bidder offers conditional discounts/ rebates in his bid or suomotu discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;

5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the techno-commercial conditions. If it is so declared,such loading of the financial bid shall be done as per the relevant provisions;

6) As per policies of the Government, from time to time, the Procuring Entity reserves its optionto give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

7) evaluation of Bidsshall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:

   (a) in the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;
   (b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
   (c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

8) **Ambiguous Financialbid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

12.4.2Global Tender Enquiry (GTE, International Competitive Bidding)

Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

1) **Currency of Tender**

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

2) **Evaluation of Offers**

(a) For financial evaluation, all Bids shall be converted to Indian Rupees based on the "Bill for Collection (BC) selling" exchange rate on the last deadline for the bid submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the Tender Documents. The offers would be compared based on the principle of the total outgo from Procuring Entity's pockets,including all applicable taxes and duties (Customs duty, IGST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the Procuring Entity's bankers) should also be loaded.Import of Goods or services or both attracts integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

(b)The bidders are to quote prices based on FOB, CIF. The terms FOB, CIF etc., shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

(c)If there are no domestic bidders, a comparison of foreign offers can be made based on CIFlanded costs since the rest would be the same for all bidders, provided the port of entry is the same for all bidders.

(d) Foreign bidders shall indicate the break-up of prices for freight, insurance,customs duty, port handling charges, clearing agency charges, related ITC(HS) code, IGST/ GST cess,related HSN code, as relevant to quoted price basis.

(e) If both Indian and foreign bidders have quoted in the tender, the comparison of the offers would be done based on FOR/ FOT destination, including all applicable taxes and duties.

12.4.3Reasonableness of Rates Received

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

12.4.4Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capabilityto perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entityshall reject the bid/ proposal,and evaluation shall proceed with the next ranked bidder.

12.4.5Price Negotiation

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

13. Award of Contract

13.1 The Procuring Entity's Rights

13.1.1Right to Vary Quantities at the Time of Award

At the time of contract award,the Procuring Entity reserves the right to increase or decrease,without any change in the unit prices or other terms and conditions of the bid and the Tender Document, increase/ decrease to25 (twenty-five) percent of tendered quantity

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

13.2.1Selection of Successful Bidder(s)

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

13.2.2 Verification of Original Documents

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

13.2.3Letter of Award (LoA)

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

13.2.4Performance Security

1) Within 14 days of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8shall be submitted by the contractor to the Procuring Entity.

2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at

its discretion toannul the award and enforce Bid Securing Declaration, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the on being satisfied that it is not a case of cartelization, and the integrity of the procurement process has been maintained, theProcuring Entity may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

13.2.5Signing of Contract

1) Within seven working days of receiving performance security, the Procuring Entityshall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed postto the successful Bidder.

2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post.

3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The Contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

13.2.6Expiry of bidDeclaring Declarations

Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful.

13.2.7Publication of Tender Result

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

14. Grievance Redressal/ Complaint Procedure

1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid,in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Director, NCPOR.

2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awardingthecontract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

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

(b) Only a directly affected bidder can represent in this regard.

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

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

(c) Following decisions of the Procuring Entity shall not be subject to review:

(i) Determination of the need for procurement.
(ii) Complaints against specifications except under the premise that they are either vague or too specific to limit competition
(iii) Selection of the mode of procurement or bidding system;
(iv) Choice of the selection procedure.
(v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
(vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
(vii) The decision to enter into negotiations with the L-1 bidder; and
(viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

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

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

Section III: Appendix to Instructions to Bidders (AITB)

Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System

(Ref ITB-clause 1.4)

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

Column 1 **ITB clauses**	**Column 2** **To be read as**
ITB 3, 4 Bidders - Eligibility and Preferential Policies	
ITB 3.2	Yes
ITB 4.1	Yes
ITB 4.3.2	Yes
ITB 5 to 6	**Schedule of Requirements, Bid Prices, Taxes and Duties**
ITB 5.2	Yes
ITB 6.1.3	-
ITB 6.1.6	INR
ITB 6.2	Yes
ITB 9to 10	**Downloading, Preparation, Submission and Opening of Bids**
ITB 9.1.1	English
ITB 9.1.6	No
ITB 12 Evaluation of Bids and Award of Contract	
ITB 12.2.1	Applicable
ITB 12.2.2	Two Covers
ITB 12.3.1, 12.3.2	Tenders that do not meet the required eligibility criteria prescribed shall be rejected
ITB 12.4.1-1)	As per tender terms
ITB 12.4.1-2)	-
ITB 12.4.2	Global Tender Enquiry
ITB 12.4.3	NA
ITB 13.1.1	As per Tender
ITB 13.1.2	NA
ITB 13.1.3	No
ITB 13.2.4	14 days

Section IV:General Conditions of Contract(GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.
2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3) Words in the singular include the plural and vice-versa.
4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended)orthe Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
6) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
7) Any generic reference to GCC shall also imply a reference to SCC as well.
8) In case of conflict, provisions of SCC shall prevail over those in GCC.
9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
11) GCC-clause 5.9 (Book Examination clause), GCC-clause 6.5 (Quantity Option clause), GCC-clause 10.1.6 (Fall clause)shall not apply unless invoked explicitly in the contract. Nevertheless, Fall Clause (GCC-clause 10.1.6) shall be expressly applicable in the case of Rate Contract (Refer SCC-clause 6.8).

1.2 Definitions

In the contract, unless the context otherwise requires:

1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.

3) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.

4) “Bill of Quantities” (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.

5) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

6) “Consignee” means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.

7) “Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for Services’, ‘rate contract’ or‘framework contract’ or ‘Letter of Award –LoA’(letter or memorandum communicating to the contractor the acceptance of his bid) or‘Agreement’or a ‘repeat order’ accepted/ acted upon by the contractor or a ‘formal agreement’,underspecific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

8) “Contractor” (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’or ‘Successful Bidder’ under specific contexts) means the person, firm, company, ora Joint Venture with whom the contract is entered intoand shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;

9) “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).

10) “Drawing” means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;

11) “General Conditions” means the General Conditions of Contract, also referred to as GCC.

12) "Goods" (including the terms ‘Stores’, ‘Material(s)’ in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed

toinclude specific small work or some services that are incidental or consequential to the supply of such goods;

13) “Government" means the Central Government or a State Government as the case may beand includes agencies and Public Sector Enterprises under it, in specific contexts;

14) “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goodsor services or works, and comparing the same with the specified requirement to determine conformity.

15) “Inspecting Officer” means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;

16) “Intellectual Property Rights” (IPR) meansthe rights of the intellectual property ownerconcerninga tangible or intangible possession/ exploitation of such property by others. Itincludes rightsto Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

17) **“**Parties”:The parties to the contract are the "Contractor" and the Procuring Entity, as defined in this clause;

18) “Performance Security” (includes the terms ‘Security Deposit’or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;

19) “Place of Delivery” the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract)at following places as per the terms and conditions of the contract -

    (a) The consignee at his premises; or
    (b) Where so provided, the interim consignee at his premises; or
    (c) A carrier or other person named in the contract for transmission to the consignee: or
    (d) The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.

20) “Procurement” or “public procurement” (or ‘Purchase’, or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;

21) “The Procuring Entity” means the entity in The Procuring Organization procuringGoodsor Works or Services;

22) “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;

23) “Service(s)” (including the term ‘Non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (Non-consultancy) involve routine, repetitive physical,procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis butdoes not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Servicesshall be deemed to include the supply of goods or performance of consultancy serviceor small works, which are incidental or consequential to such services;
24) “Special Conditions” means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.

25) “Specification” or “Technical Specification” means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conformas per the contract.

26) “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;

27) “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract.‘Tender Document’ means the document (including all its sections, appendices,forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender" or "Tender Enquiry", which would be clear from context without ambiguity.

28) “Test” means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

29) “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation,erection, excavation, dredging, and so on, which make use of a combination of oneor more of engineering design, architectural design, material and technology, labour,machinery, and equipment.

1.3 Document Conventions

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

1.4 Abbreviations:

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

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

2. The Contract

2.1 Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be

written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

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

2.3 Severability

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

2.4 Parties

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

2.5 Contract Documents and their Precedence

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

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

2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done.No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

2) If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2Waivers and Forbearances

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

1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.

2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

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

4. Communications

4.1 Communications

1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitlyin the communication, whichever is later.

3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.

4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contractrequires must be communicated separately from other communications.

4.2 The person signing the Communications

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

1) The person who has signed the contract on behalfofthe contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.

2) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

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

1) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

   (a) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topicto the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
   (b) The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
   (c) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on itsRights

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

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

1) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contractand accept all liabilities incurred by the firm under the contractbefore the date of such undertaking.

2) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contractfor default as pertheContractand avail any or all remedies thereunder.

3) If the contractis not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contractfor acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2 Obligation to Maintain Eligibility and Qualifications

1) The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualificationsduring the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractorshould be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor'sknowledge. These changes include but are not restricted to:

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

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

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

1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.

2) after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4 Consequences of a breach of Obligations

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

5.5 Assignment and Sub-contracting

1) The contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

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

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

5.6 Indemnities for breach of IPR Rights

1) the contractor shall indemnify and hold harmless, free of costs,the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or

trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

(a) any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.
(b) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor, and
(c) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site

2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

(a) other than for the purpose indicated by or to be reasonably inferred from the contract
(b) in association or combination with any other equipment, plant, or materials not supplied by the contractor.

3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof.At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

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

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1IPR Rights

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

5.7.2 Confidentiality

All documents,drawings, samples, data,associated correspondence orotherinformationfurnishedby or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entityand shall not, without

the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract.If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

5.7.3Secrecy

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

5.7.4 Obligations of the contractor

1) Without the Procuring Entity's prior written consent, the contractor shall notusethe information mentioned above except for the sole purpose of performing this contract.

2) The contractor shall treat and mark allinformation asconfidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

3) Notwithstanding the above, the contractor may furnish to its holding companyor its Subcontractor(s) such documents,data,andotherinformationit receives fromthe Procuring Entity to the extent required for performingthe contract. In this event,the contractor shall obtain from such holding company/ Subcontractor(s)anundertakingofconfidentiality(or secrecy – as the case may be) similartothatimposed on the contractor under the above clauses.

4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

   (a) the contractor needs to share with the institution(s) participating in the financing of the contract;
   (b) now or hereafter is or enters the public domain through no fault of Contractor;
   (c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
   (d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.8 Performance Bond/ Security

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

2) The amount of Performance security shall be as stipulated in Tender Document or Contractdenominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

   (a) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.3.

3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion toannul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion

   (a) to terminate the Contract for Defaultbesidesavailing any or allcontractual remedies provided forbreaches/ default, or
   (b) without terminating the Contract:

      1. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 10.4, or
      2. treat it as a breach of contract and avail any or all availing any or allcontractual remedies provided forbreaches/ default.

5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.

6) The Procuring Entity shall be entitled, and it shall be lawful on his part,

   (a) Todeduct from the performance securities or to forfeit the said security in whole or in part in the event of:

      (i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
      (ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

(b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

7) Subject to the sub-clause above, the Procuring Entityshall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any.Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

5.9 Permits, Approvals and Licenses

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

5.10 Book Examination Clause

The Procuring Entity reserves the right for 'Book Examination' as follows:

1) the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contractto such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligationsunder any other statute, rules or orders which shall be concurrently binding on the contractor.

2) the contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premisesto examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, muted is mutandis, to examine all the relevant books of Contractor’s subcontractor, or any subsidiary or allied firm or company,If any portion of the contractis entrusted or carried out by such entities.

3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.

4) The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

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

1) No asset/ property/ drawings/ material/ samples/ equipment/ utilityshall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.)specified therein.The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.

2) The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity.All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.

3) Theseassets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assetsarepossessed or controlled bythe contractor, staff, workmen or agents.

4) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid

5) The Contractor shall return all such assetsin good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to thatas assessed by the Procuring Entity, whose decision shall be final and binding.

5.12 Labour Codes and Related Obligations

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

5.12.1Independent Contractor

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

5.12.2Obligations of the contractor under Labour Codes and Rules

1) In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of the Procuring Entity or Consignee, the contractor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

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

due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

5.12.3The obligation of Contractor to ensure awareness of Labour Codes

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

    a) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc
    b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation ofLabour codes and the Rulesby Contractor.

6. Scope of Supply and Technical Specifications

6.1 The Scope of Supply

1) This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.

2) **Incidental Works/ Services:**If so stipulated, the contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/ Machinery & Plant) as an integral part of the Goods in the contract.

6.2 Technical Specifications and Standards

The Goods&incidentalWorks/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in `Technical Specification and Quality Assurance' under Sections VII of the Tender Document or as stipulated in the contract. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.

1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.

2) conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults usingspecified/ appropriatematerials, manufacture, and workmanship

throughout and consistent with the established and generally accepted standards for Goodsof the type ordered and in full conformity with the contract specification, drawing or sample, if any.

6.3 Quantity Tolerance

The obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.

6.4 Eligible Goods - Country of Origin and Minimum Local Content

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

6.5 Option Quantity Clause:

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

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

1) If SCC/ Contract declares it to be the procurement of Capital Goods/ Machinery & Plant, the contractor shall supply/ provide any or all of the following materials, information etc. about spare parts manufactured and/ or supplied by them:

   (a) The spare parts as selected by the Procuring Entity to be purchased from the contractor, subject to the condition that such purchase of the spare parts shall not relieve the contractor of any contractual obligation including warranty obligations; and

   (b) In case the production of the spare parts is discontinued within the service life of the equipment supplied hereunder (or a period stipulated in the contract):

      (i) sufficient advance notice to the Procuring Entity before such discontinuation to provide adequate time for it to purchase the required spare parts etc., and

      (ii) immediately following such discontinuation, as and if requested by the Procuring Entity, provide free of cost the designs, drawings, layouts,specifications,and alternative sources of supply of suchspare parts.

2) The contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods so that the same is supplied to the Procuring Entity promptly on receipt of the order from the Procuring Entity.

6.7 Warranty/ Guarantee

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

1) the contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.

2) Unless otherwise indicated in the contract,the contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for 30 months after their delivery or 24 months from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.

3) Obligations of the contractor under the warranty clause shall survive even though:

   (a) The Goods may have been inspected, accepted,installed/ commissionedandpaid for by the Procuring Entity.
   (b) The contract is terminated for any reason whatsoever.

4) The Procuring Entity shall promptly notify in writing to the contractor,If during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Procuring Entity in that behalf being final and conclusive).

5) Upon receipt of such notice, the contractor shall, within 14 days (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.

6) A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as per GCC-clause 10.4 below.The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warrantyperiod.If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action similar to GCC-clause 9.10 for inordinate delays would also be taken.

7) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

8) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default under GCC-clause 12.1,and the Procuring Entity shall avail any or all remedial action(s) thereunder.

7. Inspection and Quality Assurance

7.1 Tests and Inspections

1) The `Technical Specification and Quality Assurance' (Section VII) shall specify inspections and tests (including raw materials and/ or stage inspections, if so specified) to be carried out and where and how they are to be conducted. If such inspections and tests are conducted in the premises of the contractor or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the contractor to the Procuring Entity's inspector at no charge to the Procuring Entity.

2) The Procuring Entity and/ or its nominated representative(s) shall, without any extra cost to the Procuring Entity, inspect and/ or test the ordered Goods and the incidental Works/Servicesto confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and the Procuring Entity. The Inspecting Officer shall inform the contractor in writingofits programme for such inspection and the officials' identity to be deputed for this purpose.

3) If so stipulated in the contract, the contractor shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goodsasstipulatedinthe contractor by the Inspecting Officer. However, the Contractor shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

4) Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such.

5) Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises, shall be borne by the contractor.However, in case of stipulation for type testing/ proto-type testing of machinery and plant involving special tests, the contract shall indicatethe apportionment of test and expended material costs among the parties.

6) Under no circumstances does the Inspecting officer have the authority to modify the governing specifications, approved drawings, or samples during inspection without the Procuring Entity's approval.

7.2 Consequence of Rejection

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

1) Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided that the Inspecting Officer may call upon the contractor to remove dangerous, infected, or

perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this regardshall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacingGoods without being entitled to any extra payment on that or any other account.

2) All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's riskimmediately on such rejection. If the contractor does not remove such Goodswithin the periods aforementioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection,may remove the rejected Goods.The Procuring Entity or Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the contractor's risk and on his account and retain such portion of the proceedsfrom such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Procuring Entity shall, in addition, be entitled to recover from the contractor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.

3) Disposal of rejected goods in an aforesaid manner shall not exonerate contractor but still hold him liable to pay to the procuring entity, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms if the contractor fails to pay the amount due to him.

4) where under the contract the price payable is fixed F.O.R. dispatching station, the contractor shall, if the Goods are rejected at destination by the consignee, be liable, in addition to his other liabilities, including a refund of price recoverable in respect of the Goods so rejected, to reimburse to the Procuring Entity the freight and all other expenses incurred by it in this regard. The Contractor shall be allowed to take back rejected Goods only after such refunds are received by the Procuring Entity.

7.3 Inspections at the last moment

1) If the contract stipulates pre-despatch inspection of the ordered Goods at Contractors premises, heshall put up the Goods for inspection well ahead of the delivery period to complete the inspection within that period.

2) In cases where only a portion of the Goods ordered is tendered for inspection at the last moments of the delivery period and also in cases where inspection is not completed in respect of the portion of the Goods tendered for inspection during the delivery period, the inspector shall carry out the inspection and complete the formality beyond the contractual delivery period at the specific written request by and at the risk and expense of the contractor.The fact that the Goods have been inspected after the contractual delivery period shall not amount to keeping the contract alive, and this shall be without any prejudice to the

legal rights and remedies available to the Procuring Entity under the terms & conditions of the contract.

3) If the Goods tendered for inspection during or at the last moments of the delivery period are not found acceptable after carrying out the inspection, the Procuring Entityis entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If the Goods tendered for inspection are found acceptable, the Procuring Entity may grant an extension of the delivery period subject to conditions mentioned in clause 9.10 below.

7.4 Consignee's right of Rejection of Inspected Goods

1) Goods accepted by the Procuring Entity and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the Procuring Entity's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.

2) Notwithstanding any approval which the Inspecting Officer may have given in respect of the Goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Procuring Entity, to inspect, test and, if necessary, reject the Goods or any part, portion or consignment thereof, after the Goods' arrival at the final destination within a reasonable time after actual delivery thereof to him at the place of destination stipulated in the contract, if such Goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

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

8. Packing, Transportation, Insurance and Receipt

8.1 Packing Specifications and Quality

1) The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.

2) The packing for the Goods to be provided by the contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit, including transhipment (if any), rough handling, open storage etc., without any damage, deterioration etc. If necessary, the size, weights, and volumes of the packing cases, the remoteness of the goods' final destination, and availability or otherwise of transport and handling facilities at all points during transit uptothe final destination shall also be considered.

3) The quality of packing, the manner of marking within & outside the packages, and accompanying documentation shall strictly comply with the `Technical Specification and

Quality Assurance' and in the contract. If the packing requirements are amended due to any amendment to the contract, the contractor shall complyaccordingly.

4) Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums, and wrappings) in which the contractor supplies the Goods shall be considered non-returnable and their cost included in the contract price.

5) If the contract provides that the containers shall be returnable, they must be marked 'returnable'. Unless otherwise specified, the cost of reverse transportation shall be borne by the contractor.

6) If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the contractor at a price stipulated in the contract. In such cases, the contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time, and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Procuring Entity thereon shall be final and binding.In his discretion, the Procuring Entity may award such compensations as may, in his opinion, be proper for any undue delay in returning the containers.

8.2 Packing instructions

Unless otherwise mentioned in the `Technical Specification and Quality Assurance' under Sections VII and SCC under Section V, the contractor shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

1) An iconic graphical mark to visually identify a particular consignment.

2) Name of the Procuring Entity; contract number and date

3) brief description of Goods including quantity.

4) the gross weight of the package

5) Serial number of this package and the total number of packages in the consignment

6) packing list reference number

7) country of origin of goods

8) consignee's name and full address and

9) Contractor's name and address

8.3 Transfer of Title of Goods

1) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods(and resultant rights and liabilities) shall not pass on to the Procuring Entity until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his

agents or servants and the Procuring Entity, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

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

8.4 Transportation

8.4.1Instructions for transportation of domestic Goods

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

8.4.2Shipping Arrangement for Foreign Contracts:

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

8.4.3Airlifting

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

8.4.4Distribution of Despatch Documents for Clearance/ Receipt of Goods

1) The contractor shall send all the relevant despatch documents well in time to the Procuring Entity to enable it to clear or receive (as the case may be) the Goods in terms of the contract. Unless otherwise stipulated in the contract, the usual documents involved and the drill to be followed in general for this purpose are as follows:

2) For Domestic Goods within 24 hours of despatch, the contractor shall notify the Procuring Entity, consignee, and others concerned, if mentioned in the contract, the complete details of despatch and also supply the following documents (as relevant) to them by registered post/ speed post/ courier besides advance intimation by digital means (or as instructed in the contract or SCC):

(a) the contractor's Invoice indicating, inter alia description and specification of the Goods, quantity, unit price, total value;
(b) Packing list;
(c) Insurance certificate;
(d) Railway receipt/ Road Consignment note;
(e)Manufacturer's guarantee certificate and in-house inspection certificate;
(f) Inspection certificate issued by the Procuring Entity's inspector
(g) Expected date of arrival of goods at destination and
(h)Any other document(s), as and if mentioned explicitly in the contract.

3) For Imported Goods, within 3 days of despatch, the contractor shall notify the Procuring Entity, consignee and other concerned, if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the contract), besides advance intimation by digital means:

   (a) Clean on-Board Airway Bill/ Bill of Lading (B/ L)
   (b) Original Invoice
   (c) Packing List
   (d) Certificate of Origin from Seller's Chamber of Commerce
   (e) Certificate of pre-despatch inspection by the Procuring Entity's representative/ nominee
   (f) Certificate of Quality and current manufacture from OEM
   (g) Dangerous Cargo Certificate, if any.
   (h) Insurance Policy of 110% if CIF contract.
   (i) Performance Bond/ Warranty Bond

8.5 Freight

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

8.6 Insurance

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

1) In case of domestic goods supply on CIF/ FOR destination basis, the contractor shall be responsible until the entire Goods contracted arrive in good condition at destination. The contractor shall cover the transit risk in this respectby getting the Goods duly insured at its own cost. The contractor shall obtain the insurance cover in its name and not in the name of the Procuring Entity or its Consignee.

2) In FOB and CFR offers for the import of Goods, the insurance shall be arranged by the Procuring Entity. However, the contractor must give sufficient notice to the Procuring Entitybefore the date of shipment so that the Insurance Cover for the shipment can be activated.The Contractor must co-ordinate to ensure that the Shipment sails only with Insurance cover in place.

3) In case of import of goods, even when the Procuring Entity pays the insurance, it shall entirely be the contractor's responsibilityto make good loss/ damage without waiting for settlement of insurance claim so that equipment is commissioned within the time stipulated in the contract. After the insurance claim settlement, reimbursement shall be made by the Procuring Entity to the contractor.

8.7 Receipt of Consignment

8.7.1Preliminary Acknowledgement

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

8.7.2Goods Receipt and Inspection Report

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

8.7.3Rejection of Consignment by the Consignee

If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected consignment as per GCC-clause 7.2 above within 21 days unless otherwise stipulated in the contract.

8.7.4Short Receipt Certificate

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

8.7.5Perishable Goods

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

9. Terms of Delivery and delays

9.1 Effective Date of Contract

The effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within 14days of the date signed by the procuring

entity or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

9.2 Time is the Essence of the contract

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

9.3 Destination Places

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

9.4 Terms of Delivery

1) Terms of delivery (e.g., F.O.R. destination/ CIF/ DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Procuring Entity. These terms also determine the time of delivery.

2) the contractor shall either deliver free or F.O.R. or C.I.F. at the place/ places or otherwise as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered or despatched not later than the dates stipulated in the contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.

3) the contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entitytoextendthedelivery period and obtain the same before despatch. Ifthe contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.

9.5 Part Supplies

The Contractor shall not arrange part-shipments and/ or transhipment if not stipulated in the contractwithout the express/ prior written consent of the Procuring Entity.

9.6 Progressing of Deliveries

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

9.7 Notification of Delivery.

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

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

1) If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of the Procuring Entity under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/periodfromthe Procuring Entity.

2) As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.

3) In the case of imports, the contractor must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied.If dispatched, it shall be at the risk and responsibility of the contractor and procuring entity shall not take any responsibility for such consignments.

9.9 Delay in the contractor’s performance

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

1) recover from the contractor liquidated damages as per clause 9.12 below, or

2) treatthe delay as a breach of contract as per clause 12.1 below and avail all the remedies therein.

9.10 Inordinate Delays

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

9.11 Extension of Delivery Period:

1) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, heshall promptly inform the Procuring Entity in writing about the same and its likely duration.He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

2) **Conditions for Extension of Delivery Period:**When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia,be subject to the following conditions:

   (a) **Liquidated Damages:**The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

   (b) Denial Clause:

   i. No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/Servicesstipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
   ii. Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
   iii. Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

9.12 Liquidated damages

1) Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services(e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum

equivalent to the ½% percent (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.

2) Any failure or delay byany sub-contractor, though their employment may have been sanctioned under clause 5.5 above, shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

9.13 Force Majeure

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

2) Notwithstanding the remedial provisions contained in GCC-clause9.12 or 12.1.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10 Prices and Payments

10.1 Prices

10.1.1Charged Prices

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

10.1.2Controlled Prices

1) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market

in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

2) **Penalties for overcharging:** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:

(a) annul the award and treat it as a misdemeanour as per the contractand take any or all punitive remedies available thereunder, or
(b) without annulling the award,take action as per GCC-clause 10.4 to recover the overcharged amount, or
(c) treat it as a breach of contract as per GCC-Clause 12.1 and avail any or all remedies thereunder.

10.1.3Price Components and Incidental Works/ Services

Unless otherwise stated in the contract, The Procuring Entity shall not pay for consignment of incomplete components unless the full useable Scopeof Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery.Spares would not be paid for unless the primaryGoods are received.

10.1.4Firm Prices

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

10.1.5Price Variation Clause

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

1) **Price Variation Clause**

(a) IfthePrice Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein.The amount payable on account of Price variation shall be settled every quarter.

(b)Base Month and Quarter: Unless otherwise stipulated in the contract, the Base Month for 'Price Variation Clause' shall be taken as the month before the month of the last date of bid submission, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall end on the Base Month. Unless The Contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the variated price shall be the month before the month in which delivery has been made. The Quarter of reckoning for applicability of PVC shall end on the Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.

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

2) **Exchange Rate Variation Clause**

(a) The contract shall indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the bidder has already indicated the schedule within which the bidder shall import material.

(b)Unless otherwise stipulated in the contract, documents for claiming ERV shall be:

i. A bill of ERV claim enclosing working sheet.
ii.Banker's Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.
iii. Copies of import order/agreement placed by the contractor on its Suppliers.
iv. Invoice of Contractor's Suppliers for the relevant import order

10.1.6Fall Clause

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

10.2 Taxes and Duties

1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract.

2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

3) **Payment of GST Tax under the contract:**

(a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

(b) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

(c) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriateamount to the Procuring Entity immediately on receiving the same from the concerned authorities.

(d) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.

(e) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

(f) In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the net invoice value after the variation is taken into account.

(g) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

i. The Procuring Entity shall not pay a higher GST rate if leviabledue to any misclassification of HSN number or incorrect GST rate incorporated in the contractduetocontractor'sfault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

ii. However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.

iii. Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

iv. In case of profiteering by the contractor relating to GST tax, the Procuring Entityshalltreat it as a violation of the Code of Integrity in the contractand avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

v. The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

vi. Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

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

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

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

6) **Customs Duty**

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

10.3 Terms and Mode of Payment

10.3.1For Domestic Goods:

1) The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the SCC, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFTonly. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.

2) Unless otherwise stipulated in the contract, the usual payment term is:

(a) In case of CIF destination/ delivery at site/ FOR destination, payment term shalL-100% on receipt and acceptance of Goods by the consignee and on the production of all required documents by the contractor.

(b)In case of FOR dispatching Station, the %age of payment asstipulated in the contract shall be paid on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee.

3) Unless otherwise stipulated in the contract, where Goods to be supplied are pre-inspected at Contractor's premises by the Procuring Entity's Inspecting agency, the payment terms shall be as underfor claims amounting to more than Rs. 5,00,000/-:

(c) 95% payments for each consignment of the Goods shall be made to the contractor against proof of inspection and proof of delivery in good condition at the consignee's end. Signed Receipted Challanfrom consigneeshall be taken as the proof of delivery but shall not construe final acceptance by the consignee.

(d) The balance 5% payment shall be made after receiving and accepting the material by the consignee at his end against GRIR.

4) Unless otherwise stipulated in the contract, where Goods to be supplied also need installation and commissioning by the contractor,the payment terms shall be as underfor claims amounting to more than Rs. 5,00,000/-:

(a) For a contract with terms of delivery as FOR dispatching station

i. 60% on proof of despatch along with other specified documents
ii. 30% on receipt of the Goods at the site by the consignee and balance
iii. 10% on successful installation and commissioning, and acceptance by the user department.

(b) For a contract with terms of delivery as CIF destination/ Delivery at site/ FOR destination

iv. 90% on receipt and acceptance of goods by the consignee at destination and on the production of all required documents by the contractor
v. 10% on successful installation and commissioning, and acceptance by the consignee.

10.3.2For Imported Good:

1) Unless otherwise stipulated in the contract, payments are made through an irrevocable Letter of Credit (LC).

(a) In cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the contractor, 90% of the contract priceshallbe paid against documents stipulated in the contract. The remaining10percent on receipt of the Goods as per the terms of the contract in good condition by the Consignee, and on producing the certificate of such receipt endorsed on one copy of the Inspection Note by the Consignee, or at the contractor's option, the full value of the Goods shall be paid after inspection, on receipt of the consignment as per the terms of the contract in good condition by the Consignee and on producing a certificate of such receipt endorsed on one copy of the Inspection Note.

(b) In cases where Installation, Erection and Commissioning are the responsibility of the contractor – the percentage stipulated in the contract of the net FOB/ FAS priceshall be paid against documents stipulated in the contract and balance within 21 - 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

(c) Payment of Agency Commission against FOB/ FAS Contract – Entire 100% agency commission shall be paid in Indian Rupees after the expiry of 90 days after the discharge of all obligations under the contract and after all other payments have been made to

the contractor in terms of the contract. The source's tax deductionsapply to the agency commission paid to the Indian agent as per the prevailing rules.

10.3.3General Payment condition for payment

1) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract.However, agency commission and local value addition shall be paid only in Indian Rupees.

2) the contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.

3) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

4) The contractor is to furnish while claiming payment are:

   (a) Original Invoice (GST Compliant format)
   (b) Certificate of pre-despatch inspection by the Procuring Entity's representative/ nominee, if applicable
   (c) Manufacturer's test certificate, if applicable
   (d) Performance/ Warrantee Bond, if applicable
   (e) Certificate of Insurance, if applicable
   (f) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, in case of payment against dispatch documents, if so provided
   (g) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
   (h) Any other document specified.

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

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

"We, _____ certify that We have not received back the Inspection Note duly receipted by the consignee or any communication from the Procuring

Entity or the consignee about non-receipt, shortage or defects in the Goods supplied. We _____ undertaketo make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of despatch, whichever is later.

10.3.4Advance/ mobilization Payment not allowed:

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

10.4 Withholding and lien in respect of sums claimed:

1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from-

   (a) any security or retention money, if any, deposited by the contractor.

   (b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.

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

10.5 Payment Against Time-Barred Claims

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

10.6 Commissions and Fees

The Contractor shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and

performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format similar to Form 1.4 of the Tender Document.

11 Resolution of disputes

11.1 Disputes and Excepted Matters

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

1) Adjudication
2) Conciliation
3) Arbitration

11.2 Excepted Matters

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

1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2) Issues related to the pre-award tender process or conditions
3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to

(a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
(b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard
(c) Purchase preference policies regarding MSEs and Start-ups

11.3 Adjudication

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

11.4 Conciliation of disputes

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

2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.

3) If the parties reach an agreement on adispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

   (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
   (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or

(c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator

6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

11.5 ArbitrationAgreement

11.5.1This Agreement

1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 daysafter that.

2) Subject to aforesaid provisions, relevant clauses of the contractshall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

11.5.2Notice for Arbitration

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

11.5.3Reference to Arbitration

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

11.5.4Appointment of Arbitrator

1) **Qualification of Arbitrators:**

(a) In the case of retired officers of The Procuring organisation,heshall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

(b) He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitratorshadin the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

(c) An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.

(d) Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

2) **Replacement of Arbitrators**

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

3) **Appointment of Arbitrator:**

(a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authorityshall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration,a panel of at least four (4) names of retired officers, duly indicating their retirement dates.

(b) The contractor shall be asked to nominate at least twonames out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitratorwithin 30 days from the receipt of the names of the contractor's nominees.

(c) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organisation. For this purpose, The Appointing Authorityshall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.

(d) The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. Itshall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the

'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.

(e) If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the contractor.

11.5.5 Failure to appoint Arbitrators.

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

11.5.6The Arbitral Procedure

1) **Effective Date of Entering Reference:**The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.

2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act,the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in anyway affecting the legal jurisdictional issues linked to the seat of the arbitration.

3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator shouldask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.

4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.

5) On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.

6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.

8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.

9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

(a)The dispute is to be decided based on written pleadings only.
(b)Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
(c)An oral hearing maybe held only if all the parties request or the arbitral tribunal considers it necessary.
(d)The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

11) **Powers of Arbitral Tribunal to grant Interim Relief:** The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.

12) **Confidentiality:** As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential,except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.

13) **Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

11.5.7The Arbitral Award

1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.

3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.

4) The award of the arbitrator shall be final and binding on the parties to this contract.

5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receiptofthe award.

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

11.5.8Savings

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

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

1) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time,in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitlybyHon'ble court otherwise on the matter.A sole arbitrator shall be entitled toa25% extra fee over such a prescribed fee.

2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.

3) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Actis followed.

12 Defaults, Breaches, Termination, and closure of Contract

12.1 Termination due to Breach, Default, and Insolvency

12.1.1.Defaults and Breach of Contract

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

1) **Default in Performance and Obligations:**ifthe contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrityor obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

2) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of

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

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

12.1.2Notice for Default:

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

12.1.3Terminations for Default

1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the termination.

12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

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

1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
2) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate(MIBID - Mumbai Interbank Bid Rate).
3) Recover liquidated damages and invoke denial clause for delays.
4) Encash and/ or Forfeit performance or other contractual securities.
5) Prefer claims against insurances, if any.
6) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
7) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to

procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and costof the defaulted firm.

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

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

12.1.5Limitation of Liability

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

12.2 Termination for Default/ Convenienceof Procuring Entity and Frustration

12.2.1Notice for Determination of Contract

1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clausebelow, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the termination.

5) The Goods and incidental Works/Servicesthat are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entityasperthe contract terms. For the remaining Goods and incidental Works/ Services, the Procuring Entity may decide:

   (a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
   (b) To cancel the remaining portion of the Goods and incidental Works/ Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

12.2.2Frustration of Contract

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

2) However, the following shall not be considered as such a supervening cause.

   (a)Lack of commercial feasibilityor viability or profitability or availability of funds
   (b)if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3 Closure of Contract

12.3.1No Claim Certificate and Release of Contract Securities

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

12.3.2 ClosureofContract

The contract shall stand closed upon

1) Successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.

2) Termination and settlementsafter that, if any, as per clause 12.1 or 12.2 above.

13 Code of Integrity in Public Procurement; Misdemeanours and Penalties

13.1 Code of Integrity

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

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

2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;

3) **"Anti-competitive practice"** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

4) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

5) **"Conflict of interest"** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

6) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

13.2 Obligations for Proactive Disclosures:

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

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

13.3 Misdemeanours and Penalties

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

1) Violates the code of Integrity mentioned in GCC-clause 14.1 or GCC-Clause 10.1.6(Fall clause)or the Integrity Pactif included in the Tender/ Contract;

2) Has been convicted of an offence:

a) Under the Prevention of Corruption Act, 1988; or

b) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

3) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement; or

13.4 Penalties for Misdemeanours

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

13.4.1if his bids are under consideration in any procurement

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

13.4.2if a contract has already been awarded

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

13.4.3 Remedies in addition to the above:

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

1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
5) Debar a bidder/ contractor from participation in future procurementsasfollows:

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

(b) Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 13.3 - 2) or3) above. Central Public Procurement Portal (CPPP) shall publish a list of such centrally debarred bidders.

Section V: Special Conditions of Contract (SCC)

Document No. Tend No.NCPOR/PS/AES-11856/GT-04; Tender Title: SUPPLY OF ULTRASOUND SYSTEM.

(Ref ITB-clause 9.2)

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
GCC 1.1, 1.2, 1.3, 1.4	Definitions and Abbreviations	Applicable
GCC 2.1	Language of Contract	English
GCC 2.5	Contract Documents	*As per tender*
GCC 3.1	Governing Laws and jurisdiction	*All disputes arising in connection with executing the purchase order will be subject to the Jurisdiction of the Courts in Goa only.*
GCC 4.1, 4.3	Communications and notices	*As per tender*
GCC 4.2	Persons Signing Communications	Head Procurement & Stores Officer
GCC 5: Contractor's Obligations and Restrictions on its Rights		
GCC 5.7	Confidentiality and Secrecy of information	Yes
GCC 5.8	Performance Bond/ Security	Yes
GCC 5.10	Book Examination Clause	Applicable
GCC 5.11	Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents loaned to Contractor	Applicable
GCC 5.12	Compliance with Labour Codes	Applicable
GCC 6: Scope of Supply and Technical Specifications		
GCC 6.1, 6.6	Incidental Works/ Services, Spares	As per tender

GCC 6.3	Quantity Tolerance	As per Tender
GCC 6.4	Country of Origin and Minimum Local Content	As per Tender
GCC 6.5	Option Quantity Clause	Yes
GCC 6.6	Spares in Supply of Equipment	As per Tender
GCC 6.7	Warranty/ Guarantee	warranty for Five years and online support
GCC 7 and 8: Inspection, Quality Assurance, Packing, Transportation, Insurance and Receipt		
GCC 7.1	Tests and Inspections	As per Tender
GCC 8.	Packing, Transportation and Receipt	Tender should contain overall weight & dimensions of the equipment/item and cost of packing forwarding etc.
GCC 8.4.4	Distribution of Despatch Documents	As per Tender
GCC 9: Terms of Delivery and Delays		
GCC 9.5	Part shipment allowed	**Not allowed**
GCC 9.12	Liquidated Damages	Yes
GCC 10: Prices and Payments		
GCC 10.1.5	Price Variations	No
GCC 10.1.6	Fall Clause	Not Applicable
GCC 10.2	Taxes and Duties	GST as applicable
GCC 10.3.1, 10.3.2	Terms and Mode of payments	As per Tender
GCC 10.3.3	Payment Conditions	Within 30 days
GCC 10.3.4	Advance Payment	No advance payment will be made
GCC 11, 12: Resolution of Disputes, Code of Integrity, Misdemeanours and Penalties		
GCC 11.2	Excepted Matters	NA
GCC 11.5	Arbitration Agreement	As per Tender
GCC 12.1.4-5)	Risk and Cost Purchase	As per Tender

Special Terms and conditions

- The Bidder should specifically mention whether GST/Packing/Delivery Charges/Insurance charges, etc. are payable in addition to the price quoted, otherwise, the price quoted will be assumed to be all inclusive and no separate tax or charges will be paid in the event of the offer being accepted.

- Please **specify the Make/Brand** and Name of the Manufacturer with address, country of origin and currency in which rates are quoted.

- **The order acknowledgement** should be from the principals and if the Indian Agent is empowered to quote and to furnish order acknowledgement, a copy of agreement entered by you with the Indian Agent to be furnished.

- **Techno Commercial Compliance Statement:** Equipments point-by-point comparison/compliance statement with **technical specification** indicated in the tender, should be submitted along with tender as well as any other extra features of the equipment be shown separately therein and also **compliance statement for all commercial terms** of the tender document.

- NCPOR is not entitled to issue form **"C/D"**. No Taxes shall be payable by us unless payment of the same is specifically mentioned by the suppliers in their bids and same is legally leviable.

- To avail duty concessions i.e. **Custom Duty** as per Govt. notification 51/96, NCPOR will provide exemption certificates. Hence the rate should be split into basic cost and duties etc., if any.

- If a Bidder quote in INR then NCPOR will not be the importer and no documents (including CDEC) shall be issued by NCPOR for customs clearance.

- **Technical Bid should contain** with all details and specifications of the equipment offered, delivery schedule, warranty, Payment term, installation, training, post-warranty, user-list, service support etc.,**WITHOUT PRICE** and **Financial bid should contain** details of price(s) of the item(s) quoted in the technical bid. The Technical bid should not contain any references to the pricing. **In case the technical bid contains any direct or indirect reference to quoted price the bid is liable to be rejected.**

- **Technical bidshould contain EMD.**

  Bidders shall submit EMD either by DD drawn in favour of NCPOR, on any nationalized bank for a sum of Rs.95,000.00 (Rupees Ninety Five Thousand only) payable at Vasco-da-Gama or in the form of a bank guarantee for a sum Rs.95,000.00 (Rupees Ninety Five Thousand only) from any reputed bank (scheduled bank) initially valid for 180 days from the date of closing tender as per the proforma enclosed. The scanned copy of DD/BG is to be uploaded in the CPP Portal while submitting the bid.

  Bids received without EMD will be rejected.

  The Bid Security of unsuccessful bidders shall be returned within 30 days of declaration of result of first stage i.e. Technical Evaluation.

The earnest money will be liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender if any respect within the period of validity of his tender.

- The Prices shall be quoted in Indian Rupees for offers received for supply within India

  For Goods manufactured in India: Tender should contain item-wise prices including total GST, Charges for Inland Transportation, Insurance and other local services required for delivering the goods on F.O.R NCPOR GOA.

- All quotes in Foreign Currency should be quoted both an **CIP/CIF Goa, India basis only.** However, tender should contain item-wise prices including total ex-works price and cost of packing forwarding, approx of air freight charges for delivery upto Goa, India. Overall weight & dimensions of the equipment.

- A Committee constituted by the Director, NCPOR for the purpose reserves the right to open the bids. Only technical bids will be opened on the date and time mentioned in the tender document. The financial bids of those tenderers whose technical bids are found to be meeting our specifications only will be openedin their presence at date and time to be notified later.

- A technical Committee constituted by the Director will assess the product supplied for their quality and their conformity to the specifications provided by the firm in their quotations. Any item(s) identified by the Committee to be not as per the specifications or are found to be of inferior quality will be rejected, and the bills towards the supply will not be processed for payment till proper replacements are provided.

- **Two sets of operational, service/troubleshooting manuals and diagrams to be supplied with"SUPPLY OF ULTRASOUND SYSTEM".**

- **The submission of tender** shall be deemed to be an admission on the part of the tenderer, had fully acquainted with the specifications, drawings etc. and no claim other than what stated in the tender shall be paid in the event of award of Purchase Order.

- **Acceptance of this tender** form and submission of the quote within the stipulated time would be treated as:

  a) The tenderer has understood all requirements as described in our Tender document.

  b)Acceptance to provide/establish all the facilities mentioned in our tender without any price escalation, if the tenderer finds it necessary to add any hardware or software or any other materials during implementation.

  c) Agreeing to execute order to the satisfaction of NCPOR or its authorized representatives within the stipulated time.

- NCPOR will not be liable for any obligation until such time NCPOR has communicated to the successful bidder of its decision to release the Purchase Order.

- Installation charges (wherever applicable) should be clearly indicated & to be quoted in BOQ only.

- Bidders shall note that NCPOR will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

- Tenders from Manufacturers/Suppliers/Tenderers whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.

- The Director, NCPOR does not bind to accept the lowest quotation and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason.

- As per Bidders assessment all the items to be quoted to function the equipment as per requirement of NCPOR.

- **Payment Terms: No advance payment** will be made.
  For Indian currency Quote: Payment will be made only after submission of PBG for 3% value of the order towards warranty guarantee. The **performance Bank Guarantee** should be furnished within 15 days from the date of placement of order from a reputed bank (scheduled bank in India **or** foreign bank operating in India) valid till 60 days after the warranty period.

  Payment of 90% for INR quotes shall be made within 30 days from the date of receipt & acceptance of the Equipment/item as ordered and 10% after satisfactory completion of Installation against submission of original signed invoice in triplicate.

- Suppliers should clearly define the mechanisms of **post-warranty** maintenance or support. Supplier should undertake to support the product for a minimum period of 5 years (post-warranty).

- If the quoted item needs to be imported then the undertaking needs to be produced from the original supplier stating that Post Warranty support will be provided by them for a minimum period of 7 years to NCPOR on LC Terms of payment and **spares will be supplied on the lowest rate quoted** than to any other customer with providing the sales price list to the NCPOR periodically as and when increase/decrease in prices.

- **Delivery**: Door delivery basis.

- **Pricing:** Unit prices shall be quoted wherever possible for the complete system with break up for subsystem / sensors/consumables/spares etc. The bid should include description and pricing of minimum standard system configuration with the above functionalities.

- **Adherence**: The bidder should specifically adhere to the sequence of points in the tender

- Document and shall respond to all the specifications.

- Tender should clearly define the **infrastructure facilities required**for installation and commissioning of the equipment.

QUESTIONNAIRE

(To be filled and enclosed with Technical bid-Cover 1)

a. **Name of the Manufacturer / Tenderer.**

b. **Full postal address with Telephone, Telefax, Email.**

c. **Please specify whether Public Limited, Company, Private Organization or Partnership Firm.**

d. **Nature of the Business.**

e. **Date of Establishment.**

f. **Present Turnover.**

g. **Permanent Income Tax Ref. No.**

h. **G.S.T. NO.**

i. **Techno Commercial Compliance statement should be provided.**

j. **Reference of reputed Customers.**

k. **Details of the highest order executed and value thereof.**

l. **Authorization from Manufacturer/Supplier attached.**

m. **E.M.D. details provided in the TECHNICAL BID.**

n. **Technical Specifications/Literature/Brochure attached**

o. **Offered Date of supply (on or before----------) should be indicated in the Techno-commercial bid.**

Documents to be attached to the tender

(To be enclosed with Technical bid-Cover 1)

1. **UNPRICED TECHNICAL BID/OFFER LETTER**: With detailed Technical Specifications of Equipment/items offered with Make/Brand & Model, quantity of items offer information regarding terms of price with detailed breakup (FOR, FOB/CIF) payment terms, delivery schedule, percentage of duties, taxes, installation, training, warranty etc., must be attached with authorized signature and seal of the bidder

2. Questionnaire.

3. Reference of reputed Customers.

4. Techno Commercial compliance statement.

5. Last 2 years copies of income tax return form.

6. Copies of Purchase orders without price in technical bid.

7. Technical Specifications/Literature/Brochure.

8. Other documents mentioned in the tender

•	Whether optional item has been quoted	**Yes/No**	
•	In case of Bid submitted by other than original equipment manufacturer (OEM) or original supplier, whether authorization letter from them to quote on behalf of them or valid certificate as authorized distributor/agent/dealer from them is available. If yes attached copy of the same	**Yes/No**	
•	Whether PBG will be provided if contract is awarded.	**Yes/No**	

Section VI:Schedule of Requirements

(To Be filled by the bidder as appropriate and enclosed with the Technical bid)

Please note that where multiple items are mentioned in the BOQ list, BIDDER MUST QUOTE for ALL ITEMS AS THE LOWEST BID WILL BE DECIDED BASED ON OVERALL TOTAL VALUE OF ALL THE BOQ ITEMS AS THESE ARE REQUIRED TO BE PURCHASED FROM SINGLE SUPPLIER TO ENSURE CONSISTENCY & COMPATIBILITY PARTICULARLY IN CASE OF CONSUMABLES, FABRICATION ITEMS, REPAIR ITEMS, SPARES, ITEMS REQUIRED AS PART OF SET ETC. Only Items of equipment nature will be compared on individual basis and will be bought from respective L1 bidder for each such item.

S. N.	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination /Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the equipment acceptance test, etc. after the arrival of consignment (to be filled by the bidder)

Terms of delivery: FOB.
Period of delivery shall count from:_____
(To be filled by the bidder)
Scope of supply: As per submitted bid document

Training requirement _____

(Location, no. of persons, period of training, nature of training)
Date : _____
Place : _____

Signature of the Bidder

SectionVII:Technical Specifications and Quality Assurance

(Ref ITB-clause 1.4)

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

SUPPLY OF ULTRASOUND SYSTEM :

Specification :

Types of Probes & Features

Frequency Range:1-15 MHz
High density more than 125 element probes in convex, TV & ECHO/Sector probe : Yes Or higher
More than 160 degree FOV TV probe: Yes Or higher

Scan Modes
Steer M Mode: Yes Or higher
M Mode colour:Yes Or higher
CW: Yes Or higher
TDI-Tissue doppler imaging: Yes Or higher
Triplex: Yes Or higher
Speckle Reduction Imaging: Yes Or higher
Compounding Imaging: Yes Or higher
Trapezoidal Imaging: Yes Or higher
Real-Time and Frozen Zoom : Yes Or higher

IMAGE DISPLAY AND PROCESSING
Monitor Type: LCD
Monitor Size, inch: 12 to15
Automated B-mode (2-D) image: Yes Or higher
Transducer Socket: 1
DVD/CD Writer or USB 2.0 or USB 3.0 : Yes Or higher
Dicom Interfacability Dicom to PACS: Yes Or higher
Interfacability Dicom to RIS :Yes Or higher
Cart / trolley from OEM with gel & transducer holder:Yes Or higher
USG Supplied should be upgradable to next generation system:Yes Or higher

Power Requirements
Resettable over current breaker shall be fitted for protection:Yes Or higher
Back up Time in minutes :120

Warranty
Warranty including online support in years: 5

Certification
Both EU-CE(With verified number) and US-FDA:Yes

Section VIII: Qualification Criteria

(Ref ITB-clause 1.4)

Note for Bidders: Regardingthis Schedule,Bidders shall submit Form 4: 'Qualification Criteria - Compliance'with their Technical bid.

BIDDING FORMS

Form 1: Bid Form (Covering Letter)

(Ref ITB-clause 9.2)
(To be submitted as part of Technical bid, along with supporting documents, if any)
(On Bidder's Letter-head)
(Strike out alternative phrases not relevant to you)
Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

To
The DIRECTOR, NCPOR,
NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH
[Complete address of the Procuring Entity]
Ref: Your Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of

Ultrasound System.

Sir/ Madam
Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ submitour Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.
(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Our Credentials:**
   (a) We are submitting this bid: -
      ☐ on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved.Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).
      Or
      ☐ as authorised dealer offering goods manufactured by our OEMs.Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization).
      Or
      ☐ asagents/associates of our foreign principals.Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form1.4 (Declaration by Agents/ Associates of Foreign Principals/ OEMs).
   (c) We…….. hereby certify that ☐ We/ ☐ our Principals/ OEMM/ s…… are proven, established, and reputed manufacturers with factories at …… which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall beopen to inspection by the representative of the Procuring Entity.

2) **Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated inthis Tender Document,and the relevant declarations are made along with documents in Form 1.2 of this bid-form.We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance.

3) **Our Bid to supply Goods:**

Weoffer to supply the subject Goodsof requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Technical Specifications and Quality Assurance - Compliance.'

4) **Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately submitted Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

(a) based on terms of delivery and delivery schedule confirmed by us; and
(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
(c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

c) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

i. those prices; or
ii. the intention to submit an offer; or
iii. the methods or factors used to calculate the prices offered.

d) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) **Affirmation to terms and conditions of the TenderDocument:**

We have understood the complete terms and conditions of the Tender Document. We accept and complywiththese terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6) **Bid Securing Declaration**

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bidsecurity.'

7) **Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto -------, as required in the Tender Document or fora subsequently extended period, if any, agreed to by usand are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) **Non-tempering of Downloaded Tender Document and Submitted Scanned Copies**

We confirm that we have not changed/ edited the contentsof the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings submitted along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financialbid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) **A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA),shall constitute a binding contract between us.

10) **Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actionslaid down in this regard,stipulated in the Tender Document.

11) **Signatories:**

We confirm that we are duly authorized to submit this bidandmake commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith.We acknowledge that our digital/digitized signature is valid and legally binding.

12) **Rights of the Procuring Entity to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

……..
(Signature with date)
…….
(Name and designation)
Duly authorized to sign bid for and on behalf of
[name& address of Bidder and seal of company]

Form 1.1: Bidder Information

(Ref 8.2 of ITB)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Note: Bidder shall fill in this Form following the instructions indicated CLEAN *below. No alterations to its format shall be permitted, and no substitutions shall be accepted.Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.Bidder's wrong or misleading informationshall be treatedas a violation of the Code of Integrity.Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours inthe Tender Document.*

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Bidder/ Contractor particulars:**

(a) Name of the Company:…….
(d) Corporate Identity No. (CIN): …….
(e) Registration, if any, with The Procuring Entity: ……..
(f) GeM Supplier ID (if registered with GeM)
(g) Place of Registration/ Principal place of business/ manufacture …….
(h) Complete Postal Address: ……
(i) Pin code/ ZIP code: …….
(j) Telephone nos. (with country/ area codes): ……
(k) Mobile Nos.: (with country/ area codes): ……..
(l) Contact persons/ Designation: ……
(m) Email IDs: …….

Submitdocuments to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) **Taxation Registrations:**

(a) PAN number: ……
(n) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): …….

(o) GSTIN number: ……. in Consignor and Consignee States
(p) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: …….
(q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

☐ We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) **Authorization of Person(s) signing the bid on behalf of the Bidder**

(a) Full Name: _____
(r) Designation: _____
(s) Signing as:

☐ A sole proprietorship firm.The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

☐ A partnership firm.The person signing the bidis duly authorisedbeing a partner to do so,under the partnership agreement or the general power of attorney,

☐ A company.The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4) **Bidder's Authorized Representative Information**

(a) Name:
(t) Address:
(u) Telephone/ Mobilenumbers:
(v) Email Address:

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name& address of Bidder and seal of company]

DA: As above

……

Form1.2: EligibilityDeclarations

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No.NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITB-clause 3.2and declare as underand shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1) **Legal Entity of Bidder:** _____

2) **OEM/ Manufacturer/ Agent/ Dealership Status:** _____

3) We ☐are/ ☐are not a JV_____

4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):

   a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

   b) (including our Contractors/ subcontractors for any part of the contract):

      i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH or its Ministry/ Department from participation in its Tender Processes; and/ or

      ii. Are not convicted (within three years preceding the last date of bid submission)or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neitherchanged our name nor created a new "Allied Firm", consequent to theabove disqualifications.

c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
e) We have no conflict of interest,which substantially affects fair competition.The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means.No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with Indiaand on sub-contracting to contractors from such countries, and solemnly certify thatwe fulfil all requirements in this regard and are eligible to be considered. We certify that:

(a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
(w) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. /PSU/ Others:……
b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of ourbeing MSE registered on the Udhyam Registration Portal. The certificate is the latestup to the deadline for submission of the bid.
c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):…….

7) **Start-up Status**

we confirm that we ☐are/ ☐are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

 Class-I Local Supplier/

 Class-II Local Supplier/

 Non-Local Supplier.

(b) We also declare that

 There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

 We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9) **Self-Declaration by Indian Agents/ Associates of Foreign Principals**

(a) Self-attested documentary evidence about theiridentity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1annexed herewith.

(b) Agency Agreement shall be submitted with Form 1.4. It shall cover

i. the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and

ii. any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

(c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them,arelisted in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

(d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.

(e) Confirmation is given in Form 1.4annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10) **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violatethe Code of Integrity and attract penalties as mentioned in this Tender Document.

……..

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

…….

[name& address of Bidder and seal of company]

DA: As in Sr 9 to 14 above, as applicable

Form 1.3: OEM's Authorization

(Ref ITB-clause 9.2)

(On Company Letter Head)

(To be submitted as part of Technical bid)

OEM's Name_____

[Address and Contact Details]

OEM's Reference No._____ Date…….

The DIRECTOR, NCPOR,

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

[Complete address of the Procuring Entity]

Dear Sirs,

Ref. Your Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System..

1) We, ----------, are proven and reputable manufacturers of the Tendered Goods. We havefactories at----------. We hereby authorise Messrs----------(*name and address of the authorised dealer)*to submit a bid, process the same further and enter into a contract with you against above referred Tender Processfor the supply of above Goods manufactured by us. Their registration number with us is …….., dated/ since……

2) We further confirm that no Contractor or firm or individual other than Messrs. …….. (*name and address of the above-authorised dealer*) is authorized for this purpose.

3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

4) Our details are as under:

   (a) Name of the Company:…….
   (x) Complete Postal Address: …….
   (y) Pin code/ ZIP code: …….
   (z) Telephone nos. (with country/ area codes): ……
   (aa) Fax No.: (with country/ area codes): ……
   (bb) Mobile Nos.: (with country/ area codes): …….
   (cc) Contact persons/ Designation: ……
   (dd) Email IDs: …….

5) We enclose herewith, as appropriate, *our ---------- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*)

Yours faithfully,

……

[signature with date, name, and designation]

for and on behalf of Messrs……

[name& address of the OEM and seal of company]

DA: As above

Form 1.4: Declaration by Agents/ Associates of Foreign Principals

(Required only for Agents/ Associates of Foreign Principals)

(Ref Clause 3.5 of ITB)

(On Company Letter Head)

(Along with supporting documents, if any)

(To be submitted as part of Technical bid)

Agent's Name_____

[Address and Contact Details]

Principal's Reference No._____ Date…….

The DIRECTOR, NCPOR,

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

[Complete address of the Procuring Entity]

Dear Sirs,

Ref. Your Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

We, ……., are a bonafide business as per Indian Laws. We have been retained as agent/ associatesby our foreign principals/OEM, Messrs……. (*name and address of the principal*) to associate with them for participation in this Tender Process.

6) We understand that any failure or non-disclosures,or mis-declarationsby us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.

7) The required details as per ITB-clause 3.5 are as follows.

   (a) Name of the Agent/ Associate:…….
   (ee) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
   (ff) Year of establishment…….
   (gg) Sister Concerns……..,
   (hh) Corporate Identity No. (CIN): …….
   (ii) Aadhar Card of Owner/ CEO/ Partner
   (jj) PAN number: ……
   (kk) Complete Postal Address: ……..
   (ll) Pin code/ ZIP code: …….
   (mm) Telephone nos. (with country/ area codes): ……

(nn) Mobile Nos.: (with country/ area codes): …….

(oo) Contact persons/ Designation: ……

(pp) Email IDs: …….

(qq) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): …….

(rr) GSTIN number: ……. in Consignor and Consignee States

(ss) Registered office from where agency/association services would be mainly provided for GST Purpose: ……

(tt) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

8) Details required under ITB-clause 3.5regarding the foreign principal/ OEM are given below.

(a) Name of the Company:……

(uu) Nationality/ Country of operation/ incorporation……

(vv) Status:

i. manufacturer or

ii. agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

(ww) Complete Postal Address: ……..

(xx) Telephone nos. (with country/ area codes): ……

(yy) Mobile Nos.: (with country/ area codes): …….

(zz) Contact persons/ Designation: ……

(aaa) Email IDs: …….

9) *Because of price-sensitive information*, agency/ dealership/ any other agreement with foreign principals/ OEM shall be submittedas per ITB-clause 3.5, on-demand, after the Financialbid opening. It shall contain details of payments ofall commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shallpay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

10) Our principals have authorized us to confirm that the commission/ remuneration, if any, tous under thecontract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.

11) We enclose herewith: as appropriate, our ---------- Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

Yours faithfully,

…….……..

……

[signature with date, name, and designation]

for and on behalf of Messrs……

[name& address of the OEM and seal of company]

DA: 1. As above

Form 2: Schedule of Requirements - Compliance

Schedule of Requirements

(Ref ITB-clause 9.2, Schedule VI: Schedule of Requirements)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date.....

Note to Bidders: Fillup this Form regarding Section VI: Schedule of Requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Tender Title										
Tender Reference No			Tend No. NCPOR/PS/AES-11857/GT-04							
Schedule	**Item Sr**	**HSN Code**	**[4]GST %**	**Local Content (%)**	**Description of Goods**	**Quantity**	**Units of Quantity**	**Delivery offered**	**Destination, State**	**Bidder'sGSTIN**
1	2	3	4	5	6	7	8	9	10	11
Schedule -1	1.1									

_____

[4] Mention total % and breakup into CGST, SGST, IGST, Cess etc.

(1) Background of Goods offered:
(2) Transportation:
(3) Delivery Schedule:
(4) Terms of Delivery:
(5) Scope of Supply (Accessories, Spare Parts):
(6) Incidental Works/ Services:

Deviations from Schedule of Requirements

Note to Bidders: Highlight deviations, if any,from Section VI: Schedule of Requirements in this Form.

Sl. No.	**Ref of Tender Document Section, Clause**		**Subject**	**Confirmation/ Deviation/ Exception/ reservation**	**Justification/ Reason**
	Section	**Clause/ sub-clause**			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section IV: Schedule of Requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of

……

[name& address of Bidder and seal of company]

Form3: Technical Specifications and Quality Assurance- Compliance

(Ref ITB-clause 9.2, Schedule VII: Technical Specifications and Quality Assurance)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Highlight in this form deviations, if any, from Section VII:Technical Specifications and Quality Assurance,maintaining the same numbering and structure. Submit copies of original test certificates for standards/specificationtestson the Goods and other relevant documents like technical data, literature, drawings, etc.Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Technical Specification and Quality Assurance Clause	Subject	Confirmation/Deviation / Exception/ reservation	Justification/Reason
1	**Types of Probes & Features**			
	Frequency Range:1-15 MHz			
	High density more than 125 element probes in convex,			
	TV & ECHO/Sector probe : Yes Or higher			
	More than 160 degree FOV TV probe: Yes Or higher			
	Scan Modes			
	Steer M Mode: Yes Or higher			
	M Mode colour:Yes Or higher			
	CW: Yes Or higher			
	TDI-Tissue doppler imaging: Yes Or higher			
	Triplex: Yes Or higher			
	Speckle Reduction Imaging: Yes Or higher			

	Compounding Imaging: Yes Or higher			
	Trapezoidal Imaging: Yes Or higher			
	Real-Time and Frozen Zoom : Yes Or higher			
	IMAGE DISPLAY AND PROCESSING			
	Monitor Type: LCD			
	Monitor Size, inch: 12 to15			
	Automated B-mode (2-D) image: Yes Or higher			
	Transducer Socket: 1			
	DVD/CD Writer or USB 2.0 or USB 3.0 : Yes Or higher			
	Dicom Interfacability Dicom to PACS: Yes Or higher			
	Interfacability Dicom to RIS :Yes Or higher			
	Cart / trolley from OEM with gel & transducer holder:Yes Or higher			
	USG Supplied should be upgradable to next generation system:Yes Or higher			
	Power Requirements Resettable over current breaker shall be fitted for protection:Yes Or higher			
	Back up Time in minutes :120			
	Warranty			
	Warranty including online support in years: 5			
	Certification			
	Both EU-CE(With verified number) and US-FDA:Yes			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above.If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

[name& address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

Form4: Qualification Criteria - Compliance

(Ref ITB-clause 9.2,Schedule VIII Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteriamay be mentioned/ attached here. The list below is indicative only. You may attach more documents as requiredforqualification criteria.Add additional details not covered elsewhere in your bid in this regard.Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive.Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.

1) Location of the manufacturing Factory
2) Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
3) Details of arrangement for quality control of products such as laboratory etc
4) Details of Technical Supervisory staff-in-charge of production and quality control
   (a) Skilled labour employed.
   (bbb) Unskilled labour employed.
   (ccc) The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
5) Installed production capacity of item(s) quoted for, with the existing plant and machinery.
   (a) The installed monthly production capacity for--------- and the type of------
   (b) What portion of the production capacity shall be reserved for this contract? Indicatereserved capacity in terms of the number of items of Goods per month.
   (c) average monthly production of ---------- during the last 5 years on a single shift basis
   (ddd) Existing order on hand for ----------
6) Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished in Form 4.1.
7) Details relating to Section VIII: Qualification Criteria……

8) Documents Attached supporting the compliance to qualification criteria:

Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

……..

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

[name& address of Bidder and seal of company]

DA: As above, if any

Form4.1: Performance Statement

Statement of Supplies During Last Five Yearsand Outstanding Current Orders

(Ref ITB-clause 9.2Schedule VIII Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Fillup this Form your past performance highlighting their qualification to supply relevant Goods.Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance.Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date----

…….

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

…….

[name& address of Bidder and seal of company]

DA: Performance records/ contracts

Form5: Terms And Conditions- Compliance

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Note to Bidders: Fillup this Form regardingTerms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	**Ref of Tender Document Section, Clause**		**Subject**	**Confirmation/ Deviation/ Exception/ reservation**	**Justification/ Reason**
	Section	**Clause/ sub-Clause**			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above.If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

…….

[name& address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

Form 6: Check-List for Bidders

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No.NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	**Documents submitted, duly filled, signed**	**Yes/ No/ NA**
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercialbid and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the firm	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration(s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries	
3.b	Self-attested copy of MSME registration	
3.c	Self-attested copy of Start-up registration/ status	
3.d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
4.	If applicable, Form 1.3: OEM's Authorization Form duly filled up (if applicable to Bidder concerned)	
4.a	Self-attested copy of Registration certificates etc. of the OEM/ principal	
4.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of OEM/ Principal	

5.	If applicable, Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs	
5.a	Self-attested copy of Registration certificates etc., of the agent/ dealer.	
5.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.4 of Agent Dealer	
6.	Form 2: 'Schedule of Requirements - Compliance	
7.	Form 3: Technical Specifications and Quality Assurance - Compliance	
7.a	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
8.	Form 4: Qualification Criteria - Compliance	
8.a	Documents Attached supporting the compliance to qualification criteria	
9.	Form 4.1: Performance Statement	
9.a	Documents/ contracts supporting the performance statement	
10.	Form 5: Terms and Conditions- Compliance	
10.a	Documents if any at the option of Bidder, supporting deviation	
11.	Form 6: This Checklist	
12.	Form 7: Documents relating to Bid Security	
13.	Price Bid	
14.	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder	

……..

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of…….

[name& address of Bidder and seal of company]

Form 7: Documents relating to Bid Security.

(Ref ITB-clause 9.2)

Note: To be submitted as part of Technical bid, along with supporting documents, if any.

Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

To

The DIRECTOR, NCPOR, through

Head of Procurement

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

[Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System.

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
   (d) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
   (e) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification

(f) of cancellation of the entire tender process or rejection of all bids or
(g) of the name of the successful bidder or

2) forty-five days after the expiration of the bidvalidity or any extension to it.

(Signature with date)

…….

(Name and designation)

Duly authorized to sign bid for and on behalf of…….

[name & address of Bidder and seal of company]

Dated on ……. day of ……. [insert date of signing]

Place……[insert place of signing]

DA:……

FORMATS

Format 1: Contract Form

(Ref Clause 13.2.5 of ITB)

The DIRECTOR, NCPOR,

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

[Complete address of the Procuring Entity]

Contract No……. dated……

To

Contractor [Write Name]

[Complete address of the contractor]

Subject: ----------

Ref: 1. *This office' Letter of Award (LoA) No……. dated ……..*

2. This office Tender Document No. Tend No. NCPOR/PS/AES-11857/GT-04; Tender Title: Supply of Ultrasound System*, dated……. and subsequent Amendment No……., dated…… (If any). (Hereinafter referred to as 'the Tender Document')*

3. Your Tender No…… dated…….. and subsequent communication(s)/ Revised Offer No…… dated …….. (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Goodsstipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s authorized official)

For and on behalf of…….

Received and accepted this contract ……..

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of ……

(Name and address of the contractor)

…….

(Seal of the contractor)

Place:_____ Date:

Format 1.1: Bank Guarantee Format for Performance Security

(Ref Clause9.4 of ITB and clause5.7of GCC)

To

The DIRECTOR, NCPOR, through

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

[Complete address of the Procuring Entity]

Whereas…… (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no …….. date……. to supply …… (description of goods and Works/ Services) (hereinafter called "the contract").

And Whereasyou have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as perthecontract;

And Whereaswe have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of ……(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the ……day of …….20……

Our……branch at……*(Name & Address of the ……..*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ……* branch a written claim or demand and received by us at our ……..* branch on or before Dt…….. otherwise,thebank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

…….

…….

Name and designation of the officer

……

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

Format 1.2: No Claim Certificate

(Refer Clause12.3.1 of GCC)

(On company Letter-head)

Contractor's Name_____

[Address and Contact Details]

Contractor's Reference No._____ Date…….

To

The DIRECTOR, NCPOR,

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

[Complete address of the Procuring Entity]

No Claim Certificate

Sub: Contract Agreement no. ---------- dated ----------for the supply of ----------

We have received the sum of Rs. (Rupees _____only) asfinal settlement due to us for the supply of _____under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, undercontract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or

officer authorised to sign the contract documents.

on behalf of the contractor

(companySeal)

Date:_____

Place:_____

Format 1.3: Certification by Prospective Arbitrators

(Ref Clause11.5.4 of GCC)

To

DIRECTOR, NCPOR,

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

[Complete address of the Procuring Entity]

Certification by Prospective Arbitrators

1. Name: _____

2. Contact Details: _____

3. I hereby certify that I am retiredofficer of *[Name of Organisation]* retiredas_____in_____grade.

4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationshipsconcerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:------

5. I have no past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from to time.The details of such relationship or interest are as under:----------

6. There are no concurrent circumstances that are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:----------

(Signature)

(Name & Designation)

Procurement of Ultrasound System

PRICE SCHEDULE FORM

The rates may be quoted as per given format below.

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder_____

Tender No._____

1	2	3	4	5	6	7	8	9	10	11	12
Sl No.	Item Description with HSN Code	Country of Origin	Unit	Qty	Unit rate Ex-works, Ex-ware House, Ex-Show Room, of the shelf price inclusive of all taxes already paid	Total price Ex-works, Ex-ware House, Show Room, of the shelf price inclusive of all taxes already paid (5x6)	GST/IGST & other taxes payable, if contract is awarded	Packing & forwarded upto station of dispatch if any	Charges for inland transportation, insurance upto lab, instt. By air/road/rail/or so	Total Price	Installation Commissiong and training charges if any.

Note:

Total Bid price in INR/Foreign currency_____

In words_____

Indian agents name & address_____

The cost of optional items if any shall be indicated separately_____

Cost of Spares, If any

Signature of Bidder_____

Name_____

Business Address_____